



VILLAGE OF LOS LUNAS
REGULAR COUNCIL MEETING AGENDA
Thursday, July 9, 2026 | 6:00PM
Council Chambers | 660 Main Street
Los Lunas, NM, 87031

ATTENTION:

Village Council meetings are also streamed live via Microsoft TEAMS. You may connect with codes that are available on our website (www.loslunasnm.gov) and/or <https://www.loslunasnm.gov/meeting>.

The Village of Los Lunas Council is pleased to have residents of the community take time to attend Village Council Meetings. Attendance and participation is encouraged. Individuals wishing to be heard during Public Input and Public Hearing proceedings are encouraged to be prepared and will be ***limited to three (3) minutes*** to allow everyone the opportunity to be heard. *Public comments are expected to be constructive and devoid of character assassination.* Questions raised on non-agenda items may be answered at a later date to facilitate proper research. Written comments are welcome and should be given to the Village Administrator prior to the start of the meeting. Written materials will not be accepted during regular agenda items in the interest of time.

Please turn off or mute all electronic devices during the meeting. Your cooperation is appreciated.

- Call Meeting to Order
- Pledge of Allegiance
- Public Input Forum

Gregory D. Martin **1. Agreement between Valencia County and the Village of Los Lunas to provide housing and care of municipal detainees.**
Frank Lucero

TAB 1.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Victoria Archuleta **2. Better City Phase II: An Overview of the Village of Los Lunas Economic Development Strategic Plan for Consideration of Adoption**

TAB 2.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Michael Jaramillo **3. Bid Award NM 263 Phase I Improvements**

TAB 3.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Gregory D. Martin **4. Ordinance 488 – Personnel Ordinance Revisions**

TAB 4.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

5. Executive Session – pursuant to NMSA 1978 Section §10-15-1(H), the following matters may be discussed in closed session:

TAB 5.

If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Deputy Clerk five (5) days prior to the meeting or hearing at (505) 839-3840.

- a. Hire Electrician – Facility Maintenance Division – Parks & Reaction Department
- b. Hire Two (2) Parks Technicians – Parks Division – Parks & Recreation Department
- c. Hire Two (2) Parks Laborers – Parks Division – Parks & Recreation Department

6. Approval of Minutes.

TAB 6.

- a. Minutes from June 25, 2026, Council Meeting.

7. Adjournment.



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Agreement between Valencia County and the Village of Los Lunas to provide housing and care of municipal detainees.

Presenter:

Gregory D. Martin, Village Administrator and
Frank Lucero, Police Chief

Department:

Administration

Meeting Date:

July 9, 2026

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The Village contracts with Valencia County Detention Center (VCDC) to house detainees arrested or ordered to confinement by the Village of Los Lunas. Since 2022, the Village cost to house municipal detainees at Valencia County Detention Center has been \$120.00 per detainee per day. According to Valencia County, "Valencia County has experienced substantial increases in operational expenses associated with detention services, including but not limited to personnel costs, utilities, comprehensive medical care, Medication-assisted Treatment (MAT) services, pharmaceuticals, and other facility operating expenses." Therefore, Valencia County is proposing in this agreement to increase the cost to house municipal detainees to \$200.00 per detainee per day. This matter was tabled at the last Council meeting in order to make revisions to the proposed agreement. The Village has coordinated with Valencia County, and the agreement attached to this agenda item represents the revisions that are acceptable to staff.

Please see the attached Agreement for more details.

POSSIBLE ACTIONS

- Approve item
- Approve item, with changes
- Deny item
- Postpone item to a future meeting (direct staff to conduct further research)
- Table item for future discussion (direct staff to conduct further research)
- No action at this time

STRATEGIC PRIORITIES ALIGNMENT

- ☐ I-25 Interchange/Los Lunas Boulevard Corridor Project
- ☐ Quality of Life Improvements
- ☐ Infrastructure Improvements
- ☐ Economic Development
- ☐ Personnel
- ☒ N/A

BUDGET IMPACT

The budgetary impact of approving this agreement is estimated to be approximately \$50,000 to the annual budget. The approved FY 2027 Interim Budget includes \$60,000 for the “care of prisoners” (Local Government Correction Fund, GL# 26-402-5527). Based on current and future cost projections, staff believes \$60,000 is still adequate to cover these expenses and the proposed cost increase.

LEGAL REVIEW

- ☒ Yes, by: Larry Guggino, Village Attorney
- ☐ Not applicable

ATTACHMENTS

1. Revised Draft Agreement between Valencia County and the Village of Los Lunas to provide housing and care of municipal detainees.



**AGREEMENT
BETWEEN VALENCIA COUNTY
AND THE VILLAGE OF LOS LUNAS**

**FOR THE PURPOSE OF PROVIDING HOUSING AND CARE OF ADULT PERSONS
ARRESTED BY THE VILLAGE OF LOS LUNAS OR SENTENCED TO DETENTION
OR CONFINEMENT PURSUANT TO THE JURISDICTION AND AUTHORITY OF
THE VILLAGE OF LOS LUNAS MUNICIPAL COURT**

THIS AGREEMENT is made and entered into the 1st day of July, 2026 and between the Board of County Commissioners of Valencia County, hereinafter referred to as the "County", and The Village of Los Lunas, hereafter referred to as the "Municipality" political subdivision of the State of New Mexico.

RECITALS

WHEREAS, the County maintains and operates the Valencia County Adult Detention Center and the Village of Los Lunas does not have facilities to housed adult persons arrested or ordered to confinement by the Village of Los Lunas; and

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order." and;

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law, and;

WHEREAS, NMSA 1978, Section 33-3-1 (1984) provides that common jails shall be under the control of the respective sheriffs, independent contractors or jail administrators hired by the board of county commissioners or other local public body or combination thereof, and the same shall be used as prisons in the respective counties; and that contracts between local public bodies and private independent contractors for the operation, or provision and operation, of a jail are specifically authorized, and;

WHEREAS, NMSA 1978, Section 33-3-13 (1983) provides that all persons charged with crime committed in the state, while awaiting indictment or trial on such charge, shall be incarcerated in the county jail of the county wherein such crime is alleged to have been committed or any facility operated by agreement between such counties or municipalities. An individual may also be incarcerated in a jail not in the County where the underlying offense was committed if the outside jail is being used for temporary places of confinement or if the Sheriff or Jail administrator determine that the life of the individual is in imminent danger in the proper county jail; and,

WHEREAS, both the Village of Los Lunas and County find that it is the best interest of both to enter this agreement.

NOW THEREFORE the parties hereby agree as follows:

AGREEMENT

1. Scope of Responsibilities.

A.

i. The County agrees to confine and house all individuals, who are over the age of 18, arrested by Municipal Law Enforcement Officers for violation of the Municipality's Laws or that are sentenced to detention or confinement by the Village of Los Lunas Municipal Court (hereinafter "Municipal Detainees") subject to the terms and restrictions of this Agreement.

ii. The Municipality shall pay the County the sum of **\$200.00 per day, or any fraction thereof, for each Municipal detainee confined at the Detention Center**, based upon a billing cycle from **12:01 a.m. (midnight) to 12:00 a.m. (midnight)**. A finance charge of **1.5% per month** shall be assessed on any invoice that remains unpaid for more than thirty (30) days.

In recent years, Valencia County has experienced substantial increases in operational expenses associated with detention services, including but not limited to personnel costs, utilities, comprehensive medical care, Medication-Assisted Treatment (MAT) services, pharmaceuticals, and other facility operating expenses. As a result, the previous housing rate of **\$120.00 per detainee per day** no longer reflects the actual cost of detention services.

For reference, the average cost to house a detainee at the Valencia County Adult Detention Facility was approximately **\$150.00 per day in 2021** and increased to approximately **\$190.00 per day in 2023**. To address these rising costs and ensure the continued provision of constitutionally and statutorily required services, the daily housing rate will be adjusted to **\$200.00 per detainee per day**.

Additionally, Valencia County is required to comply with the provisions of House Bill 425 (New Mexico), which mandate the continuation of Medication-Assisted Treatment (**MAT**) and Medications for Opioid Use Disorder (**MOUD**) for eligible incarcerated individuals. The County is legally obligated to maintain and, when appropriate, initiate **MAT/MOUD** treatment services for detainees in its custody. These requirements have further increased the costs associated with detainee care and housing, and the revised rate is necessary to support compliance with these legal obligations.

iii. Full payment for the above specified service shall be remitted by the Municipality to the County after the Municipal's receipt of the County's itemized monthly billing statement. Bills shall be remitted by the County on or about the first business day of each month and shall contain the names of each the Municipal Detainee and the dates of Detention. Full payment shall be made by the Municipality to the County within thirty (30) days of receipt of the bill, and a copy of the bill and check shall be sent by the Municipality to the Valencia County Treasurer's Office for record keeping purposes.

iv. If an inmate is incarcerated by order of more than one Court or detained on more than one jurisdiction's criminal charges, the cost of detaining that inmate shall be prorated among the respective responsible jurisdictions.

B. The Municipality is responsible for all transport Municipal Detainees to and from the Valencia County Adult Detention Center (the "Center") and to and from Court proceedings. The Municipality is also responsible for providing all appropriate court orders for booking and release of Municipal Detainees.

C. The Municipality agrees to call the Center in advance to verify available space prior to delivering Municipal Detainees for booking. If the Center is at full capacity, the County, through its authorized agent, reserves the right to deny intake in accordance with state and federal regulations.

D. Alternate Housing.

i. If the Detention Center's Warden determines that the Center is at full capacity the Municipal's detainee(s) in the custody of Valencia County will be transported to another detention facility within the State of New Mexico.

ii. The Detention Center Warden will immediately inform the Municipality of the need to transport the Municipal's Inmate(s) pursuant to this provision. The County shall make reasonable efforts to secure placement at the lowest available comparable rate. The Municipality shall be responsible for reasonable and customary housing costs at such alternative facility, not to exceed one hundred twenty percent (120%) of the per diem rate established in this Agreement, unless otherwise agreed in writing. If the municipality does not agree to the higher in writing rate upon receiving notice the Municipality shall within 24 hours release or remove the Municipal Inmate.

iii. The County shall notify the Municipality prior to transfer when practicable and provide documentation of rates charged by the alternate facility. The Municipality shall pay the County all costs of housing its detainee(s) at the non-Valencia County detention facility. The Detention Center Warden will immediately inform the Municipality of the need to transport the Municipal's Inmate(s) pursuant to this provision.

E. The Municipality will give notice to the Center when a Detainee is to be picked up for a court appearance or release and the Center will have Detainees ready to leave when the Municipal Police Officers arrive at the Center. The Isleta Police Department assumes responsibility for all arrest and notification papers prior to the booking of Detainees. The Municipality agrees to return any Detainee taken from the Center, for whatever reason, for final processing at the Center.

F. The County will be responsible for the care, custody, and control of Detainees after such time that the Detainees are delivered and accepted to the Center's custody, along with the necessary paperwork. (1985 Op. Att Gen. No. 85-03).

G. The Detention Center will not accept Municipal new intakes if they do not clear the Detention Center's initial medical assessment (**Fit for Confinement**). It is the responsibility of the Municipality to transport and obtain medical or psychological treatment for those persons in the Municipality's custody who have not been accepted by the Detention Center or who have been re-housed elsewhere as a result of inmate overcrowding conditions (as mentioned in section D).

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H. The Municipality will obtain medical or psychological treatment for any Municipal Detainee's that is suicidal, excessively inebriated or demonstrating signs of mental illness, physical injury, or other medical conditions prior to the time they are presented for booking, and, if requested, will provide a medical release at the time of booking.

~~I. All medical expenses for the treatment of Municipal Detainees who are subject to this Agreement shall be the responsibility of the Municipality. The Detention Center will provide all day to day in-house medications and in-house clinical care at no additional cost to the Municipality-- Medical.~~

~~i. The County shall be responsible for providing routine medical, mental health, and dental care to all detainees in its custody, including Municipal Detainees, consistent with applicable federal and state law. The per diem rate established under this Agreement includes routine and ordinary in-house medical, mental health, and pharmaceutical care provided at the Detention Center. The Municipality shall reimburse the County for any and all extraordinary and/or non in-house care. Valencia County will contact the Municipality for prior written authorization for any inmate requiring off-site medical attention in all non-emergency situations. The Municipality agrees to fully reimburse the County of Valencia for all emergency medical services paid by the County of Valencia for Municipal inmates. Notification of emergency situations will be made within twenty-four (24) hours.~~

~~ii. The Municipality shall be responsible only for Extraordinary Medical Expenses, defined as medically necessary off-site services that exceed the scope of routine care provided within the Detention Center, including hospitalization, specialty care, or emergency transport. For non-emergency Extraordinary Medical Expenses, the County shall make reasonable efforts to obtain prior written authorization from the Municipality when the anticipated cost exceeds \$5,000. Failure to obtain prior authorization shall not relieve the Municipality of responsibility where services were medically necessary.~~

~~iii. For emergency medical situations, the County shall have full authority to authorize necessary care without prior approval, provided that the Municipality is notified as soon as reasonably practicable, but no later than twenty-four (24) hours after such services are initiated. Nothing in this Section shall be construed to interfere with or delay medically necessary care.~~

2. **Term and Termination.** This Agreement will become effective upon approval both parties. The term of this Agreement is for one (1) year from the date the last party approved this Agreement (the "effective date"). This Agreement will automatically renew each year for an additional year up to a total of six (6) years unless either party gives written notice of its intent to terminate the Agreement. 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. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when Municipality removes its last inmate from the Detention Center and compensates Valencia County for all amounts due and owing under this Agreement.

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3. **Property.** No property shall be acquired as a result of this Agreement which does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

4. **Surplus Funds.** There will be no surplus money as a result of this Agreement as the fees billed by the County are for services rendered to the Municipality and the fees received by the County will be transferred to the County general fund as required by law.

5. **Strict Accountability of all Receipts and Disbursements.** Each party shall be strictly accountable for all receipts and disbursements under this agreement.

6. **Amendment.** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

7. **Governing Law.** This Agreement shall be governed by the laws of the State of New Mexico.

8. **Liability.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The County shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978, as amended and the New Mexico Civil Rights Act, Sections 41-4A-1, *et seq.* as amended. ~~The Municipality shall be liable for its actions according to this Agreement subject to the immunities and limitations of the Federal Tort Claims Act, 25 U.S.C. Sec. 2671, *et. seq.*, as amended and as applicable to the Municipality Department.~~ Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the County Parties in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et. seq.*, NMSA 1978 as amended and the New Mexico Civil Rights Act, Sections 41-4A-1, *et seq.* as amended. ~~Any liability incurred by the Municipality in connection with this Agreement is subject to the immunities and limitations of the Federal Tort Claims Act, 25 U.S.C. Sec. 2671, *et. Seq.*, as amended and applicable to the Municipality Police Department.~~ Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive ~~the sovereign immunity of the Municipality~~ statutory immunity of the parties.

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9. **Independent Contractor.** Neither Valencia County nor its employees are considered to be employees of the Municipality for any purpose whatsoever. Valencia County is considered and Independent Contractor at all times in the performance described herein.

10. **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 the County: Randy Gutierrez, Warden, P.O. Box 1119, Los Lunas, NM 87031

To the Municipality: Charles Griego, Mayor, P.O. Box 1209, Los Lunas, NM, 87031
Gregory Martin, Administrator, P.O. Box 1209, Los Lunas, NM, 87031
Frank Lucero, Police Chief, P.O. Box 1209, Los Lunas, NM, 87031

11. Lead agency. The County is designated as the lead agency and shall monitor the actions of the Municipality as pertains to this agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from the County to the Municipality that Municipal is in breach of its payment obligations under this Agreement, the Municipal fails to make payment within fifteen (15) days after receipt of such notice. The Municipality and the County shall report and/or confer with one another upon specific requests.

12. Repeal of Prior Agreements. All prior agreements for the housing of the Village of Los Lunas Detainees are repealed with the approval of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by both parties.

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY

P.O. Box 1119 / 444 Luna Ave.
Los Lunas, NM 87031

APPROVED, ADOPTED, AND PASSED on this ____ day of _____, 2026.

Gerard Saiz
Chair, District I

Morris Sparkman
Vice-Chair, District III

Troy Richardson
Commissioner, District II

Dante Berry
Commissioner, District V

Joseph Bizzell
Commissioner, District IV

Attest:

Mike Milam
Valencia County Clerk

VILLAGE OF LOS LUNAS

By: _____
Charles Girego, Mayor

Date: _____

ATTEST BY:

Clerk



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Better City Phase II: An Overview of the Village of Los Lunas Economic Development Strategic Plan for Consideration of Adoption

Presenter:

Victoria Archuleta, Senior Economic Developer and Jason Godfrey, CEO, Better City

Department:

Economic Development Division/Administration

Meeting Date:

Click or tap to enter a date.

Action Requested:

☒ Approval/Disapproval

☒ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

This presentation will provide an overview of Phase II of the Village of Los Lunas' Economic Development Strategic Plan, conducted by Better City. Building on the data analysis and stakeholder engagement completed in Phase I, Phase II presents the final strategic framework, including targeted goals, priorities, and recommended 5- and 10-year strategies to guide the Village's economic development efforts. The plan reflects community input, stakeholder engagement and feedback, and local economic conditions to establish a clear roadmap for business growth, workforce development, and long-term economic competitiveness. Council is being asked to conduct a final review of the Economic Development Strategic Plan and consider adoption to help guide the future of the Village's economic development landscape.

POSSIBLE ACTIONS

- Approve item
- Approve item, with changes
- Deny item
- Postpone item to a future meeting (direct staff to conduct further research)
- Table item for future discussion (direct staff to conduct further research)
- No action at this time

STRATEGIC PRIORITIES ALIGNMENT

- ☐ I-25 Interchange/Los Lunas Boulevard Corridor Project
- ☐ Quality of Life Improvements
- ☐ Infrastructure Improvements
- ☒ Economic Development
- ☐ Personnel
- ☐ N/A

BUDGET IMPACT

\$65,597.13 approved by council for FY26.

LEGAL REVIEW

- ☐ Yes, by:
- ☐ Not applicable

ATTACHMENTS

Economic Development Strategic Plan Overview (Presentation)
Economic Development Strategic Plan Final



VILLAGE OF LOS LUNAS

Economic Development Strategic Plan

Council Presentation



Better City

June 2026

The Process

01 Data Analysis

- Demographic
- Economic
- Real Estate Market
- Industry Clusters

02 Community Engagement

- Survey – 500 responses
- Community Forum / Visioning Workshop
- Local Leaders Survey – 22 responses
- Stakeholder Interviews

03 Analysis & Strategy

- Steering Committee Collaboration
- Industry Analysis
- Strategic Priorities & Actions
- Mission & Vision Statements

Observations:

Los Lunas Economic Development

- Phenomenal, unparalleled success
- Doing everything right – nothing to fix
 - Refine
 - Prioritize
 - Amplify

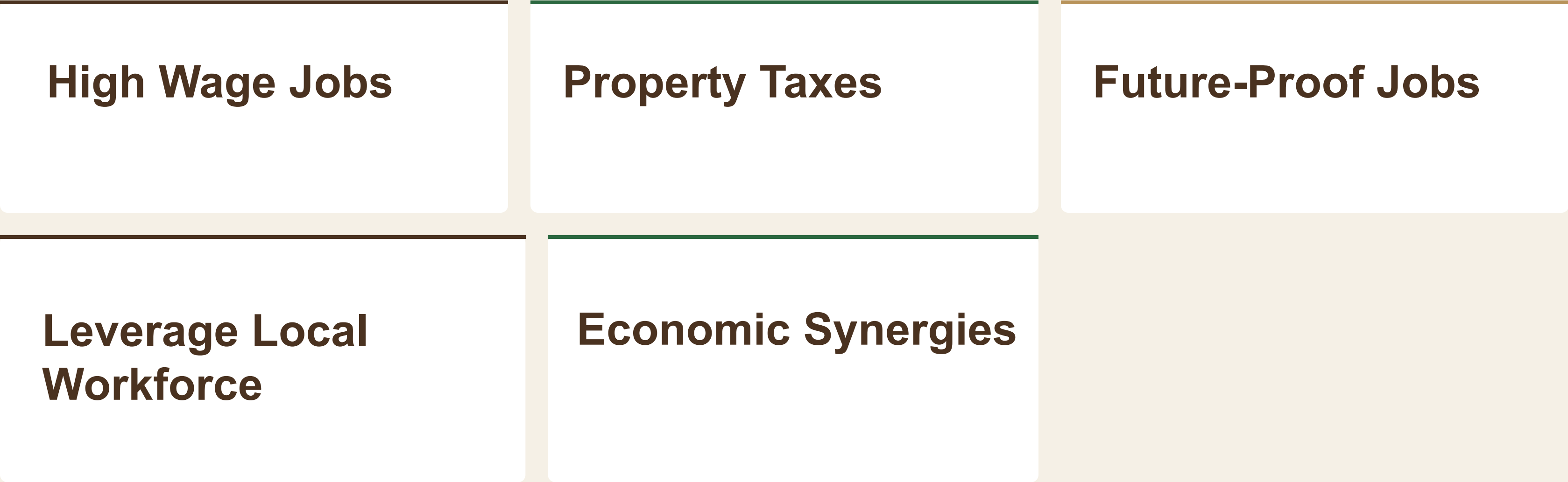
VISION

"Los Lunas is Central New Mexico's premier destination for quality jobs, competitive businesses, and skilled workers — a community where strategic growth creates lasting opportunity for every resident."

MISSION

To cultivate a diversified, resilient local economy that attracts and retains businesses in high-wage industries, equips Los Lunas residents with pathways to career-sustaining employment, and positions the Village as the economic center of Valencia County and the preferred location for industrial and commercial investment in the Middle Rio Grande region.

Evaluation Criteria for Target Sectors



Target Sectors

NEAR-TERM

1. Advanced Manufacturing



NEAR-TERM

2. Technology & Innovation



MEDIUM-TERM

3. Health Sciences



LONG-TERM

4. Logistics & Distribution



Pages 52 – 75

ACTION AREA 1

Business Retention & Expansion

Formalizing outreach to existing businesses

1. Business (BRE) Visits

Formalizing the program

Visit format

Small business outreach

Business Intelligence

2. Business Roundtable

3. Small & Minority-owned Business Support

4. Performance Reporting & Economic Development Dashboard



ACTION AREA 2

Business Attraction

Recruiting the right employers, deliberately

1. Site Readiness & Marketing

Park profiles

Park positioning by sector

Sector briefs & material currency

2. Regional Network & Partnership

3. Focused Prospect Development

4. Anchor-led Recruitment

5. Incentives Inventory



ACTION AREA 3

Workforce Development & Talent Retention

Connecting residents to local careers

1. Workforce Intelligence Pipeline
2. Skills Pathways: From Training to Employment

Employer-to-program connections

Awareness for Students

3. Resident – Employer Connection





Thank You

Questions & Discussion

Jason Godfrey

Better City, *CEO*

Victoria Archuleta

Village of Los Lunas, *Senior
Economic Developer*



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Bid Award NM 263 Phase I Improvements

Presenter:

Michael Jaramillo VLL & Jonah Ruybalid Molzen Corbin

Department:

Public Works Department

Meeting Date:

July 9th, 2026.

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The Public Works Department received two (2) bids on June 23, 2026, for the NM 263 Phase I Improvements project. A summary of the bids received is provided in the enclosed Bid Tabulation. The base bids ranged from a low of \$3,655,020.00 to a high of \$3,974,594.80, excluding New Mexico Gross Receipts Tax. The bids were reviewed and evaluated to determine if they were complete and responsive. The Project is partially funded with Municipal Arterial Program (MAP) funds; L300354 \$678,400. This includes full depth roadway reclamation; new additional turn lanes, relocate a traffic signal, new ADA sidewalks; water, sewer and stormwater line extensions and roadway markings.

Base bid amount excluding NMGRt:

TLC Company Inc	\$3,655,020.00
Desert Fox Paving	\$3,979,594.80

POSSIBLE ACTIONS

- Approve item
- Approve item, with changes
- Deny item
- Postpone item to a future meeting (direct staff to conduct further research)
- Table item for future discussion (direct staff to conduct further research)
- No action at this time

STRATEGIC PRIORITIES ALIGNMENT

- ☐ I-25 Interchange/Los Lunas Boulevard Corridor Project
- ☐ Quality of Life Improvements
- ☒ Infrastructure Improvements
- ☐ Economic Development
- ☐ Personnel
- ☐ N/A

BUDGET IMPACT

NMDOT MAP Funds	25-406-5633	\$678,400.00
Infrastructure Funds	25-406-5659	<u>\$3,334,333.00</u>
Total Funds Available		\$4,012,333.00

LEGAL REVIEW

- ☐ Yes, by:
- ☒ Not applicable

ATTACHMENTS

Bid Tab
Information for Consideration of Award
Bid Evaluation Summary
TLC Bid
Desert Fox Bid
Consideration of Award Letter

MOLZEN CORBIN

June 24, 2026

Mr. Michael Jaramillo
Public Works Director
Village of Los Lunas
P.O. Box 1209
Los Lunas, New Mexico 87031

**RE: Information for Consideration of Award
NM 263 Phase I Improvements**

LL233-11

Dear Mr. Jaramillo:

Two (2) bids were received on June 23, 2026, for the **NM 263 Phase I Improvements** project. A summary of the bids received is provided in the enclosed Bid Tabulation. The base bids ranged from a low of \$3,655,020.00 to a high of \$3,974,594.80, excluding New Mexico Gross Receipts Tax. The bids were reviewed and evaluated to determine if they were complete and responsive.

A summary of the Bid Evaluation is presented on the enclosed table entitled, "BID EVALUATION SUMMARY". The results of the Bid Evaluation are presented below:

The apparent low bidder at the time of opening was TLC Company Inc. with a Base Bid of \$3,655,020.00 exclusive of NMGRT.

- TLC Company Inc. is a registered Contractor in the State of New Mexico, active GB98, GA98, GF98, and MM98, License No. 51429. We have verified this information with Contractor Licensing Services, Inc. (www.contractorsnm.com).
- The Surety for the Bid Bond is Natiionwide Mutual Insurance Company. As required, the Surety is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$2,016,706,000.00. We have verified this with the U.S. Department of the Treasury's listing of approved Sureties approved to conduct business in the State of New Mexico (www.fms.treas.gov/c570).
- The Subcontractors listed in the TLC Company Inc bid are registered with the New Mexico Department of Workforce Solutions (www.dws.state.nm.us).

If the Village decides to award this project, we will assist the Village in preparing the award documents. We understand that the Owner reserves the right to award or reject any bid, as well as waive any technical irregularities in the bids.

Please call me should you have any questions regarding this communication.

Sincerely,

MOLZEN CORBIN



Jonah Ruybalid, P.E.
Project Manager

Enclosures

BID EVALUATION SUMMARY

BID DATE: June 23, 2026
ENGINEER: Molzen-Corbin

OWNER: Village of Los Lunas
PROJECT: NM 263 Phase I Improvements

	TLC Company Inc.	Desert Fox Paving
Bid Signed?	Yes	Yes
Addenda No. 1&2 acknowledged?	Yes	Yes
Bid bond provided?	Yes	Yes
Contractor's License No noted in Bid	51429	367698
NMDWFS Registration No.	0191742011629	0219522012222
Verification of Contractor's License and Classifications per NM Construction Industries	GB98, GA98, GF98, MM98	GB98, GA01, GA04, GF09
Subcontractor listed in Bid	BSN Santa Fe, Caldon Seeding & Reclamation, Calibrated Media Services, DH Underground, Bogan Brothers Painting, AWP, Mersino Dewatering, MWI Inc.,	Calibrated Media, LLC, Bixby Electric, NM Underground Utilities, AWP, Caldon Seeding & Reclamation, Breakline Engineering
Are subcontractors registered with NMDWFS	Yes	Yes
Verification of Bid Bond	Nationwide Mutual Insurance Company NAIC# 23787 with the underwriting limitation of \$2,016,706,000.00	Granite Re Inc. NAIC# 26310 with the underwriting limitation of \$6,691,000.00
Suppliers Listing	Black Rock, Core & Main, Roadrunner Redi Mix	No suppliers list
Resident Contractor	Yes	Yes
Resident Veteran Contractor	No	No
Base Bid Amount excluding NMGRT	\$3,655,020.00	\$3,979,594.80
Bid Amount Correct?	Yes	Yes

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions per the Internet.

Bid Tabulation
 NM 263 Phase I Improvements
 Village of Los Lunas
 Bid Opening: June 23, 2026, 2:00 p.m.

Item No.	Spec No.	Description	Unit	Qty	Engineer's Estimate		TLC		Desert Fox	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201000	Clearing and Grubbing	LS	1	\$ 20,000.00	\$20,000.00	\$42,551.00	\$42,551.00	\$18,000.00	\$18,000.00
2	203000	Unclassified Excavation	CY	1,250	\$ 27.00	\$33,750.00	\$5.00	\$6,250.00	\$28.00	\$35,000.00
3	203100	Borrow	CY	250	\$ 45.00	\$11,250.00	\$17.00	\$4,250.00	\$40.00	\$10,000.00
4	203200	Unstable Subgrade Stabilization	SY	700	\$ 85.00	\$59,500.00	\$35.00	\$24,500.00	\$45.00	\$31,500.00
5	207000	Subgrade Preparation	SY	6,400	\$ 9.00	\$57,600.00	\$4.00	\$25,600.00	\$4.00	\$25,600.00
6	303160	Base Course 6"	SY	6,400	\$ 17.00	\$108,800.00	\$18.00	\$115,200.00	\$17.00	\$108,800.00
7	407000	Asphalt Material for Tack Coat	TON	3	\$ 1,500.00	\$4,500.00	\$881.00	\$2,643.00	\$1,500.00	\$4,500.00
8	408100	Prime Coat Material	TON	12	\$ 1,800.00	\$21,600.00	\$89.00	\$1,068.00	\$1,525.00	\$18,300.00
9	416106	Minor Paving Type I, HMA SP-III	SY	6,200	\$ 65.00	\$403,000.00	\$46.00	\$285,200.00	\$46.00	\$285,200.00
10	502042	Drilled Shaft Foundation 42" Diameter	LF	48	\$ 900.00	\$43,200.00	\$1,573.00	\$75,504.00	\$870.00	\$41,760.00
11	502048	Drilled Shaft Foundation 48" Diameter	LF	16	\$ 1,000.00	\$16,000.00	\$1,907.00	\$30,512.00	\$985.00	\$15,760.00
12	511000	Structural Concrete, Class	CY	4	\$ 1,800.00	\$7,200.00	\$1,303.00	\$5,212.00	\$1,610.00	\$6,440.00
13	540060	Reinforcing Bars Grade 60	LB	4,254	\$ 4.70	\$19,993.80	\$6.00	\$25,524.00	\$4.85	\$20,631.90
14	570437	24" Storm Drain Culvert Pipe	LF	540	\$ 275.00	\$148,500.00	\$133.00	\$71,820.00	\$255.00	\$137,700.00
15	570437	24" Ductile Iron Carrier Pipe	LF	245	\$ 450.00	\$110,250.00	\$366.00	\$89,670.00	\$480.00	\$117,600.00
16	570461	36" Steel Casing	LF	245	\$ 500.00	\$122,500.00	\$124.00	\$30,380.00	\$500.00	\$122,500.00
17	601000	Removal of Structures and Obstructions	LS	1	\$ 75,000.00	\$75,000.00	\$44,936.00	\$44,936.00	\$75,000.00	\$75,000.00
18	601110	Removal of Surfacing	SY	3,400	\$ 15.00	\$51,000.00	\$3.00	\$10,200.00	\$12.00	\$40,800.00
19	603100	Temporary Soil Stabilant	AC	0.4	\$ 5,000.00	\$2,000.00	\$7,315.00	\$2,926.00	\$8,000.00	\$3,200.00
20	603281	SWPPP Preparation and Maintenance (*)	LS	1	\$ 10,000.00	\$10,000.00	\$2,960.00	\$2,960.00	\$3,235.00	\$3,235.00
21	606710	TCWB Retained by the Contractor	LF	80	\$ 90.00	\$7,200.00	\$362.00	\$28,960.00	\$190.00	\$15,200.00
22	608004	Concrete Sidewalk 4"	SY	680	\$ 125.00	\$85,000.00	\$117.00	\$79,560.00	\$93.00	\$63,240.00
23	608106	Drive Pad 6"	SY	210	\$ 150.00	\$31,500.00	\$216.00	\$45,360.00	\$120.00	\$25,200.00
24	608204	Concrete Median Pavement 4"	SY	75	\$ 140.00	\$10,500.00	\$118.00	\$8,850.00	\$128.00	\$9,600.00
25	609318	Concrete Sloped Curb and Gutter 6" x 18"	LF	320	\$ 60.00	\$19,200.00	\$72.00	\$23,040.00	\$55.00	\$17,600.00
26	609424	Concrete Vertical Curb and Gutter Type B 6" x 24"	LF	480	\$ 60.00	\$28,800.00	\$68.00	\$32,640.00	\$64.00	\$30,720.00
27	609478	Concrete Vertical Curb and Gutter Type D 6" x 18"	LF	1,450	\$ 52.00	\$75,400.00	\$65.00	\$94,250.00	\$56.00	\$81,200.00
28A	617000	Vibration Monitoring	LS	1	\$ 20,000.00	\$20,000.00	\$15,085.00	\$15,085.00	\$16,496.00	\$16,496.00
28B	618000	Traffic Control Management	LS	1	\$ 100,000.00	\$100,000.00	\$18,025.00	\$18,025.00	\$33,000.00	\$33,000.00
29	618011	Public Awareness	LS	1	\$ 15,000.00	\$15,000.00	\$5,582.00	\$5,582.00	\$9,445.00	\$9,445.00
30	621000	Mobilization	LS	1	\$ 275,000.00	\$275,000.00	\$207,515.00	\$207,515.00	\$240,000.00	\$240,000.00
31	623311	Curb Drop Inlet Type I-B, 0' to 4'	EA	1	\$ 12,000.00	\$12,000.00	\$14,219.00	\$14,219.00	\$17,100.00	\$17,100.00
32	623331	Curb Drop Inlet Type I-B, Over 4'	EA	1	\$ 20,000.00	\$20,000.00	\$15,630.00	\$15,630.00	\$18,020.00	\$18,020.00
33	632000	Class A Seeding	AC	0.4	\$ 35,000.00	\$14,000.00	\$21,380.00	\$8,552.00	\$23,285.00	\$9,314.00
34	662000	Manhole Type C-4' Diameter 0' to 6' Depth	EA	1	\$ 15,000.00	\$15,000.00	\$17,201.00	\$17,201.00	\$9,950.00	\$9,950.00
35	662010	Manhole Type C-6' Diameter 0' to 6' Depth	EA	2	\$ 25,000.00	\$50,000.00	\$30,738.00	\$61,476.00	\$19,120.00	\$38,240.00
36	662400	Manhole Adjustment	EA	1	\$ 2,000.00	\$2,000.00	\$739.00	\$739.00	\$2,233.00	\$2,233.00
37	663206	Water System	LS	1	\$ 209,600.00	\$209,600.00	\$112,041.00	\$112,041.00	\$137,018.25	\$137,018.25
38	663207	Sanitary Sewer System	LS	1	\$ 509,500.00	\$509,500.00	\$477,578.00	\$477,578.00	\$492,917.85	\$492,917.85
39	701000	Panel Signs	SF	140	\$ 35.00	\$4,900.00	\$22.00	\$3,080.00	\$35.00	\$4,900.00
40	701030	Remove and Reset Panel Sign	EA	1	\$ 500.00	\$500.00	\$310.00	\$310.00	\$142.00	\$142.00

Bid Tabulation
 NM 263 Phase I Improvements
 Village of Los Lunas
 Bid Opening: June 23, 2026, 2:00 p.m.

Item No.	Spec No.	Description	Unit	Qty	Engineer's Estimate		TLC		Desert Fox	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
41	701100	Steel/Base Post for Aluminum Panel Signs Signs	LF	250	\$ 22.00	\$5,500.00	\$16.00	\$4,000.00	\$22.00	\$5,500.00
42	702610	Portable Changeable Message Signs	EA	5	\$ 9,000.00	\$45,000.00	\$8,584.00	\$42,920.00	\$2,133.00	\$10,665.00
43	702700	Temporary Signal Span	LS	1	\$ 100,000.00	\$100,000.00	\$94,727.00	\$94,727.00	\$115,675.00	\$115,675.00
44	702810	Traffic Control Devices for Construction	LS	1	\$ 75,000.00	\$75,000.00	\$66,225.00	\$66,225.00	\$28,443.00	\$28,443.00
45	704700	Hot Thermoplastic Pavement Markings 4"	LF	3,900	\$ 1.50	\$5,850.00	\$2.00	\$7,800.00	\$2.15	\$8,385.00
46	704701	Hot Thermoplastic Pavement Markings 6"	LF	370	\$ 2.00	\$740.00	\$2.00	\$740.00	\$3.10	\$1,147.00
47	704702	Hot Thermoplastic Pavement Markings 8"	LF	420	\$ 3.50	\$1,470.00	\$1.00	\$420.00	\$4.20	\$1,764.00
48	704704	Hot Thermoplastic Pavement Marking 24"	LF	900	\$ 15.00	\$13,500.00	\$7.00	\$6,300.00	\$12.10	\$10,890.00
49	704015	Hot Thermoplastic Pavement Marking Combination (Thru/Rt) Arrow	EA	3	\$ 350.00	\$1,050.00	\$463.00	\$1,389.00	\$349.00	\$1,047.00
50	704717	Hot Thermoplastic Pavement Marking Right Arrow	EA	6	\$ 300.00	\$1,800.00	\$509.00	\$3,054.00	\$313.00	\$1,878.00
51	704718	Hot Thermoplastic Pavement Marking Left Arrow	EA	11	\$ 250.00	\$2,750.00	\$509.00	\$5,599.00	\$313.00	\$3,443.00
52	704720	Hot Thermoplastic Pavement Marking Word (Only)	EA	10	\$ 350.00	\$3,500.00	\$482.00	\$4,820.00	\$214.00	\$2,140.00
53	704859	Reflectorized Raised Pavement Marker Type H	EA	30	\$ 40.00	\$1,200.00	\$422.00	\$12,660.00	\$3.00	\$90.00
54	705000	Signal/Lighting System Start-up Costs	ALLOW	1	\$ 40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
55	706130	Service Riser (Combination)	EA	1	\$ 20,000.00	\$20,000.00	\$3,426.00	\$3,426.00	\$4,153.00	\$4,153.00
56	706230	Meter Pedestal (Combination)	EA	1	\$ 40,000.00	\$40,000.00	\$28,490.00	\$28,490.00	\$23,113.00	\$23,113.00
57	706350	Power Service Installation	LS	1	\$ 25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
58	707010	Type I Standard 10'	EA	3	\$ 3,200.00	\$9,600.00	\$2,854.00	\$8,562.00	\$3,360.00	\$10,080.00
59	707245	Type II Standard, 45' Arm	EA	1	\$ 45,000.00	\$45,000.00	\$52,017.00	\$49,920.00	\$49,920.00	\$49,920.00
60	707250	Type II Standard 50' Arm	EA	2	\$ 50,000.00	\$100,000.00	\$56,036.00	\$112,072.00	\$52,667.00	\$105,334.00
61	707260	Type II Standard, 60' Arm	EA	1	\$ 70,000.00	\$70,000.00	\$65,909.00	\$65,909.00	\$61,497.00	\$61,497.00
62	709030	Rigid Electrical Conduit 3" (Dia.)	LF	905	\$ 50.00	\$45,250.00	\$31.00	\$28,055.00	\$23.00	\$20,815.00
63	710010	Electrical Pull Box (Large)	EA	3	\$ 3,000.00	\$9,000.00	\$1,883.00	\$5,649.00	\$2,324.00	\$6,972.00
64	710400	Traffic Signal Manhole	EA	1	\$ 4,000.00	\$4,000.00	\$4,505.00	\$4,505.00	\$3,566.00	\$3,566.00
65	711005	Multi Conductor Cable 5	LF	860	\$ 3.15	\$2,709.00	\$4.00	\$3,440.00	\$3.60	\$3,096.00
66	711007	Multi Conductor Cable 7	LF	920	\$ 5.75	\$5,290.00	\$5.00	\$4,600.00	\$5.00	\$4,600.00
67	711020	Multi Conductor Cable 20	LF	1,240	\$ 11.00	\$13,640.00	\$15.00	\$18,600.00	\$11.00	\$13,640.00
68	711102	Single Conductor 2	LF	1,290	\$ 7.50	\$9,675.00	\$8.00	\$10,320.00	\$7.00	\$9,030.00
69	711106	Single Conductor 6	LF	1,130	\$ 7.00	\$7,910.00	\$5.00	\$5,650.00	\$3.50	\$3,955.00
70	712031	3 Section Traffic Signal Assembly (LED)	EA	12	\$ 1,200.00	\$14,400.00	\$1,164.00	\$13,968.00	\$1,450.00	\$17,400.00
71	712041	4 Section Traffic Signal Assembly (LED)	EA	4	\$ 2,000.00	\$8,000.00	\$1,519.00	\$6,076.00	\$1,880.00	\$7,520.00
72	712051	5 Section Traffic Signal Assembly (LED)	EA	2	\$ 3,000.00	\$6,000.00	\$1,665.00	\$3,330.00	\$2,270.00	\$4,540.00
73	712202	Pedestrian Countdown Signal (LED)	EA	5	\$ 1,300.00	\$6,500.00	\$1,036.00	\$5,180.00	\$1,240.00	\$6,200.00
74	712330	3 Section Backplate	EA	8	\$ 500.00	\$4,000.00	\$302.00	\$2,416.00	\$246.00	\$1,968.00
75	712340	4 Section Backplate	EA	2	\$ 600.00	\$1,200.00	\$333.00	\$666.00	\$305.00	\$610.00
76	713025	Accessible Pedestrian Signal Push Button Station	EA	5	\$ 2,600.00	\$13,000.00	\$2,731.00	\$13,655.00	\$2,125.00	\$10,625.00
77	713430	Phase Selector Module	EA	1	\$ 5,000.00	\$5,000.00	\$8,152.00	\$8,152.00	\$9,091.00	\$9,091.00

Bid Tabulation
 NM 263 Phase I Improvements
 Village of Los Lunas
 Bid Opening: June 23, 2026, 2:00 p.m.

Item No.	Spec No.	Description	Unit	Qty	Engineer's Estimate		TLC		Desert Fox	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
78	713511	Optical Detector, 1 Direction, 1 Channel	EA	4	\$ 1,000.00	\$4,000.00	\$1,452.00	\$5,808.00	\$1,532.00	\$6,128.00
79	713600	Optical Detector Cable	LF	995	\$ 10.00	\$9,950.00	\$2.00	\$1,990.00	\$2.84	\$2,825.80
80	713842	Radar Detector Cable	LF	1,030	\$ 10.00	\$10,300.00	\$4.00	\$4,120.00	\$3.70	\$3,811.00
81	713843	Radar Detection Cabinet Interface Unit	EA	1	\$ 11,000.00	\$11,000.00	\$9,103.00	\$9,103.00	\$13,509.00	\$13,509.00
82	714000	Traffic Actuated Controller	EA	1	\$ 11,500.00	\$11,500.00	\$9,293.00	\$9,293.00	\$14,727.00	\$14,727.00
83	714280	8 Phase Double Ring Controller Cabinet	EA	1	\$ 40,000.00	\$40,000.00	\$37,132.00	\$37,132.00	\$39,027.00	\$39,027.00
84	716301	Internally Illuminated Sign	EA	6	\$ 3,000.00	\$18,000.00	\$6,416.00	\$38,496.00	\$6,233.00	\$37,398.00
85	750500	Closed Circuit Television System for Traffic Signals	EA	1	\$ 19,000.00	\$19,000.00	\$13,076.00	\$13,076.00	\$10,904.00	\$10,904.00
86	801000	Construction Staking by the Contractor	LS	1	\$ 65,000.00	\$65,000.00	\$28,478.00	\$28,478.00	\$63,997.00	\$63,997.00
87	802000	Post Construction Plans	LS	1	\$ 20,000.00	\$20,000.00	\$5,917.00	\$5,917.00	\$7,110.00	\$7,110.00
88		Jack And Bore including any dewatering, all associated work and materials	LS	1	\$ 300,000.00	\$300,000.00	\$453,659.00	\$453,659.00	\$567,174.00	\$567,174.00
89		Pre-Construction Video Documentation	LS	1	\$ 5,000.00	\$5,000.00	\$5,657.00	\$5,657.00	\$6,187.00	\$6,187.00
90		Demobilization and Closeout (Cannot be less than 0.5% of Bid Amount)	LS	1	\$ 25,000.00	\$25,000.00	\$19,000.00	\$19,000.00	\$23,610.00	\$23,610.00
91		Record Survey	LS	1	\$ 15,000.00	\$15,000.00	\$1,300.00	\$1,300.00	\$21,332.00	\$21,332.00
92		Pre-Authorized Construction Changes	ALLOW	1	\$ 100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
93		Utility Relocation Allowance	ALLOW	1	\$ 35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
					\$4,282,027.80		\$3,655,020.00		\$3,979,594.80	
Total Bid Amount (Exclusive of New Mexico Gross Receipts Tax)						\$4,282,027.80		\$3,655,020.00		\$3,979,594.80
Gross Receipts Tax @ 8.425%						\$360,760.84		\$307,935.44		\$335,280.86
Total Bid Amount (Inclusive of New Mexico Gross Receipts Tax)						\$4,642,788.64		\$3,962,955.44		\$4,314,875.66

*As corrected by Engineer due to Contractor's math error.

	For Ranking Purposes: Resident Contractor Pref. (5%):	Yes	\$ 3,472,269.00	Yes	\$3,780,615.06
	For Ranking Purposes: Resident Veteran Contractor Pref. (10%):	No		No	
	BID AMOUNT RANKING AFTER PREFERENCE:	#1		#2	

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an asterisk (*).



06-24-2026

Jonah S. Ruybalid, P.E.



LICENSE #51429
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

Village of Los Lunas NM 263 Phase I Improvements

LL233-11

LOS LUNAS, NEW MEXICO

CONTRACTOR BID PROPOSAL

JUNE 23, 2026 2:00 PM

BID FORM FOR CONSTRUCTION CONTRACT

PROJECT IDENTIFICATION: NM 263 PHASE I IMPROVEMENTS

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: Village of Los Lunas
1259 Hwy. 314 SW
Los Lunas, New Mexico 87031
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - F. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
 - G. Certification Statement: A written statement confirming Contractor, all Subcontractors, and suppliers will obtain a municipal business license prior to receiving Notice to Proceed;
 - H. *Filled out itemized Utility List comprising the bid items 663206-Water Systems and 663207-Sanitary Sewerage Systems*

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Not used.

3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	NMDOT Spec No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	201000	Clearing and Grubbing	LS	1	\$ 42,551 ⁻	\$ 42,551 ⁻
2	203000	Unclassified Excavation	CY	1,250	\$ 5 ⁻	\$ 6,250 ⁻
3	203100	Borrow	CY	250	\$ 17 ⁻	\$ 4,250 ⁻
4	203200	Unstable Subgrade Stabilization	SY	700	35 ⁻	24,500 ⁻
5	207000	Subgrade Preparation	SY	6,400	\$ 4 ⁻	\$ 25,600 ⁻
6	303160	Base Course 6"	SY	6,400	\$ 18 ⁻	\$ 115,200 ⁻
7	407000	Asphalt Material for Tack Coat	TON	3	\$ 881 ⁻	\$ 2,643 ⁻
8	408100	Prime Coat Material	TON	12	\$ 89 ⁻	\$ 1,068 ⁻
9	416106	Minor Paving Type I, HMA SP-III	SY	6,200	\$ 46 ⁻	\$ 285,200 ⁻
10	502042	Drilled Shaft Foundation 42" Diameter	LF	48	\$ 1,573 ⁻	\$ 75,504 ⁻
11	502048	Drilled Shaft Foundation 48" Diameter	LF	16	\$ 1,907 ⁻	\$ 30,512 ⁻
12	511000	Structural Concrete, Class	CY	4	\$ 1,303 ⁻	\$ 5,212 ⁻
13	540060	Reinforcing Bars Grade 60	LB	4,254	\$ 6 ⁻	\$ 25,524 ⁻
14	570437	24" Storm Drain Culvert Pipe	LF	540	\$ 133 ⁻	\$ 71,820 ⁻
15	570437	24" Ductile Iron Carrier Pipe	LF	245	\$ 366 ⁻	\$ 89,670 ⁻
16	570461	36" Steel Casing	LF	245	\$ 124 ⁻	\$ 30,380 ⁻
17	601000	Removal of Structures and Obstructions	LS	1	\$ 44,936 ⁻	\$ 44,936 ⁻
18	601110	Removal of Surfacing	SY	3,400	\$ 3 ⁻	\$ 10,200 ⁻
19	603100	Temporary Soil Stabilant	AC	0.4	\$ 7,315 ⁻	\$ 2,926 ⁻
20	603281	SWPPP Preparation and Maintenance (*)	LS	1	\$ 2,960 ⁻	\$ 2,960 ⁻
21	606710	TCWB Retained by the Contractor	LF	80	362 ⁻	28,960 ⁻
22	608004	Concrete Sidewalk 4"	SY	680	\$ 117 ⁻	\$ 79,560 ⁻
23	608106	Drive Pad 6"	SY	210	\$ 216 ⁻	\$ 45,360 ⁻
24	608204	Concrete Median Pavement 4"	SY	75	\$ 118 ⁻	\$ 8,850 ⁻
25	609318	Concrete Sloped Curb and Gutter 6" x 18"	LF	320	72 ⁻	23,040 ⁻
26	609424	Concrete Vertical Curb and Gutter Type B 6" x 24"	LF	480	\$ 68 ⁻	\$ 32,640 ⁻
27	609478	Concrete Vertical Curb and Gutter Type D 6" x 18"	LF	1,450	\$ 65 ⁻	\$ 94,250 ⁻
28A	617000	Vibration Monitoring	LS	1	15,085 ⁻	15,085 ⁻
28B	618000	Traffic Control Management	LS	1	\$ 18,025 ⁻	\$ 18,025 ⁻
29	618011	Public Awareness	LS	1	\$ 5,582 ⁻	\$ 5,582 ⁻
30	621000	Mobilization	LS	1	\$ 207,515 ⁻	\$ 207,515 ⁻
31	623311	Curb Drop Inlet Type I-B, 0' to 4'	EA	1	\$ 14,219 ⁻	\$ 14,219 ⁻
32	623331	Curb Drop Inlet Type I-B, Over 4'	EA	1	\$ 15,630 ⁻	\$ 15,630 ⁻
33	632000	Class A Seeding	AC	0.4	\$ 21,380 ⁻	\$ 8,552 ⁻
34	662000	Manhole Type C-4' Diameter 0' to 6' Depth	EA	1	\$ 17,201 ⁻	\$ 17,201 ⁻
35	662010	Manhole Type C-6' Diameter 0' to 6' Depth	EA	2	\$ 30,738 ⁻	\$ 61,476 ⁻
36	662400	Manhole Adjustment	EA	1	\$ 739 ⁻	\$ 739 ⁻
37	663206	Water System	LS	1	112,041 ⁻	112,041 ⁻

EJCDC® C-410, Bid Form for Construction Contract.

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Item No.	NMDOT Spec No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
38	663207	Sanitary Sewer System	LS	1	477,578 ⁻	477,578 ⁻
39	701000	Panel Signs	SF	140	\$ 22 ⁻	\$ 3,080 ⁻
40	701030	Remove and Reset Panel Sign	EA	1	\$ 310 ⁻	\$ 310 ⁻
41	701100	Steel/Base Post for Aluminum Panel Signs	LF	250	\$ 16 ⁻	\$ 4,000 ⁻
42	702610	Portable Changeable Message Signs	EA	5	\$ 8,584 ⁻	\$ 42,920 ⁻
43	702700	Temporary Signal Span	LS	1	94,727 ⁻	94,727 ⁻
44	702810	Traffic Control Devices for Construction	LS	1	\$ 66,225 ⁻	\$ 66,225 ⁻
45	704700	Hot Thermoplastic Pavement Markings 4"	LF	3,900	\$ 2 ⁻	\$ 7,800 ⁻
46	704701	Hot Thermoplastic Pavement Markings 6"	LF	370	\$ 2 ⁻	\$ 740 ⁻
47	704702	Hot Thermoplastic Pavement Markings 8"	LF	420	\$ 1 ⁻	\$ 420 ⁻
48	704704	Hot Thermoplastic Pavement Marking 24"	LF	900	\$ 7 ⁻	\$ 6,300 ⁻
49	704015	Hot Thermoplastic Pavement Marking Combination (Thru/Rt) Arrow	EA	3	\$ 463 ⁻	\$ 1,389 ⁻
50	704717	Hot Thermoplastic Pavement Marking Right Arrow	EA	6	\$ 509 ⁻	\$ 3,054 ⁻
51	704718	Hot Thermoplastic Pavement Marking Left Arrow	EA	11	\$ 509 ⁻	\$ 5,599 ⁻
52	704720	Hot Thermoplastic Pavement Marking Word (Only)	EA	10	\$ 482 ⁻	\$ 4,820 ⁻
53	704859	Reflectorized Raised Pavement Marker Type H	EA	30	\$ 422 ⁻	\$ 12,660 ⁻
54	705000	Signal/Lighting System Start-up Costs	ALLOW	1	\$ 40,000.00	\$ 40,000.00
55	706130	Service Riser (Combination)	EA	1	\$ 3,426 ⁻	\$ 3,426 ⁻
56	706230	Meter Pedestal (Combination) with UPS	EA	1	\$ 28,490 ⁻	\$ 28,490 ⁻
57	706350	Power Service Installation	ALLOW	1	\$ 25,000.00	\$ 25,000.00
58	707010	Type I Standard 10'	EA	3	\$ 2,854 ⁻	\$ 8,562 ⁻
59	707245	Type II Standard, 45' Arm	EA	1	\$ 52,017 ⁻	\$ 52,017 ⁻
60	707250	Type II Standard 50' Arm	EA	2	56,036 ⁻	112,072 ⁻
61	707260	Type II Standard, 60' Arm	EA	1	\$ 65,909 ⁻	\$ 65,909 ⁻
62	709030	Rigid Electrical Conduit 3" (Dia.)	LF	905	\$ 31 ⁻	\$ 28,055 ⁻
63	710010	Electrical Pull Box (Large)	EA	3	\$ 1,883 ⁻	\$ 5,649 ⁻
64	710400	Traffic Signal Manhole	EA	1	\$ 4,505 ⁻	\$ 4,505 ⁻
65	711005	Multi Conductor Cable 5	LF	860	\$ 4 ⁻	\$ 3,440 ⁻
66	711007	Multi Conductor Cable 7	LF	920	\$ 5 ⁻	\$ 4,600 ⁻
67	711020	Multi Conductor Cable 20	LF	1,240	\$ 15 ⁻	\$ 18,600 ⁻
68	711102	Single Conductor 2	LF	1,290	\$ 8 ⁻	\$ 10,320 ⁻
69	711106	Single Conductor 6	LF	1,130	\$ 5 ⁻	\$ 5,650 ⁻
70	712031	3 Section Traffic Signal Assembly (LED)	EA	12	\$ 1,164 ⁻	\$ 13,968 ⁻
71	712041	4 Section Traffic Signal Assembly (LED)	EA	4	1,519 ⁻	6,076 ⁻
72	712051	5 Section Traffic Signal Assembly (LED)	EA	2	\$ 1,665 ⁻	\$ 3,330 ⁻
73	712202	Pedestrian Countdown Signal (LED)	EA	5	\$ 1,036 ⁻	\$ 5,180 ⁻
74	712330	3 Section Backplate	EA	8	\$ 302 ⁻	\$ 2,416 ⁻
75	712340	4 Section Backplate	EA	2	333 ⁻	666 ⁻
76	713025	Accessible Pedestrian Signal Push Button Station	EA	5	\$ 2,731 ⁻	\$ 13,655 ⁻
77	713430	Phase Selector Module	EA	1	\$ 8,152 ⁻	\$ 8,152 ⁻

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Addendum No. 2

June 5, 2026

Item No.	NMDOT Spec No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
78	713511	Optical Detector, 1 Direction, 1 Channel	EA	4	\$ 1,452 ⁻	\$ 5,808 ⁻
80	713600	Optical Detector Cable	LF	995	\$ 2	\$ 1,990 ⁻
81	713842	Radar Detector Cable	LF	1,030	\$ 4	\$ 4,120 ⁻
82	713843	Radar Detection Cabinet Interface Unit	EA	1	\$ 9,103 ⁻	\$ 9,103 ⁻
83	714000	Traffic Actuated Controller	EA	1	\$ 9,293	\$ 9,293 ⁻
84	714280	8 Phase Double Ring Controller Cabinet	EA	1	\$ 37,132 ⁻	\$ 37,132 ⁻
85	716301	Internally Illuminated Sign	EA	6	6,416 ⁻	38,496 ⁻
86	750500	Closed Circuit Television System for Traffic Signals	EA	1	\$ 13,076 ⁻	\$ 13,076 ⁻
87	801000	Construction Staking by the Contractor	LS	1	\$ 28,478 ⁻	\$ 28,478 ⁻
88	802000	Post Construction Plans	LS	1	\$ 5,917 ⁻	\$ 5,917
89		Jack And Bore including any dewatering, all associated work and materials	LS	1	453,659 ⁻	453,659 ⁻
90		Pre-Construction Video Documentation	LS	1	5,657 ⁻	5,657 ⁻
91		Demobilization and Closeout (Cannot be less than 0.5% of Bid Amount)	LS	1	19,000 ⁻	19,000 ⁻
92		Record Survey	LS	1	1,300 ⁻	1,300 ⁻
93		Pre-Authorized Construction Changes	ALLOW	1	\$ 100,000.00	\$ 100,000.00
94		Utility Relocation Allowance	ALLOW	1	\$ 35,000.00	\$ 35,000.00
TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax)					\$ 3,655,020 ⁻	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Not used.

ARTICLE 4—BASIS OF BID

4.01 Bidder shall complete the Work in accordance with the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

4.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

If these conditions are not satisfied, the Owner is required to reject all Bids and re-bid the project to comply with State procurement requirements.

4.03 This Contract includes two (2) preferences for the award of the Bid: (1) New Mexico Resident Contractor Preference and (2) Resident Veterans Preference Certification.

A. To receive a Resident Contractor preference pursuant to Section 13-4-2 NMSA 1978 or a Resident Veteran Contractor preference pursuant to Section 13-1-21 NMSA 1978, a Bidder shall submit with its Bid a copy of a valid Resident Contractor Certificate or Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department. In addition, if the Bidder is seeking the Resident Veteran Contractor preference, the Bidder shall submit with its Bid the Resident Veterans Preference Certification form.

B. For the purpose of awarding, the following shall apply:

1. A Bid submitted by a Resident Contractor shall be deemed to be five percent (5%) lower than the Bid actually submitted.
2. A Bid submitted by a Resident Veteran Contractor with annual revenues of up to Three Million Dollars (\$3,000,000) in the preceding tax year shall be deemed to be ten percent (10%) lower than the Bid actually submitted.
3. A public body shall not award a Bidder both a Resident Contractor preference and a Resident Veteran Contractor preference.
4. When a Joint Bid is submitted by a combination of Resident Veteran and Resident or Nonresident Contractor, the preference shall be calculated in proportion to the percentage of the Contract, based on the dollar amount of the Bid provided under the Contract that will be performed by each business as specified in the Joint Bid.

For information on obtaining a Resident Contractor Certificate or Resident Veteran Certificate, the potential Bidder should contact the State of New Mexico Taxation and Revenue Department, P.O. Box 5373, Santa Fe, New Mexico 87502-5374, telephone (505) 827-0951, or on the web at <http://www.tax.newmexico.gov/forms-and-publications/pages/recently-updated.aspx>.

4.04 Gross receipts tax rates will be adjusted by the Contractor during the construction period to reflect the actual applicable rates issued by the New Mexico Taxation and Revenue Department.

ARTICLE 5—TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	May 26, 2026
2	June 5, 2026

ARTICLE 7—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

7.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder 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 (except Underground Facilities) that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and Drawings.
 5. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

7.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from Bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of Owner, (b) to establish Bid Prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. 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.
- d. 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.

ARTICLE 8—BID SUBMITTAL

8.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: TLC Company Inc.

(SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): General Business

By: Eddie C. Padilla
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Eddie C. Padilla

Title: President
(CORPORATE SEAL)

Attest: Lori Melchior
Lori Melchior, Estimating Coordinator

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: 5000 Edith Blvd NE, Albuquerque, New Mexico 87107

Phone No.: (505) 761-9696 Fax No.: (505) 761-9875

E-mail: epadilla@tlcplumbing.com

SUBMITTED on: June 23, 20 26.

8.02 Contractor License Information:

New Mexico Contractor's License Number: 51429

License Classifications: GB98, GA98, GF98, MM98

New Mexico Department of Workforce Solutions Registration Number: 0191742011629

Federal Identification Number (FEIN #): 85-0410487

ARTICLE 9—PREFERENCES

9.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? L2101315184

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

9.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? N/A

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**Itemized List Form- Bid Item Nos. 37 (Spec. No. 663206) and
38 (Spec. No. 663207) Water and Sewer System Improvements**

Item No.	Description	Unit	Quantity	Unit Price	Amount
663206 Water System Improvements					
1	8-inch Waterline (PVC Pipe, C900 with external restraint devices where needed) including: pipe, all fittings, installation in trench, wrapping of metallic fitting components for corrosion protection, identification tape, and incidental work.	lf	1,100	\$ 38 ⁻	\$ 41,800 ⁻
2	Trenching for 8-inch waterline for limits shown on Drawings. Including: trenching, backfill, compaction, shoring, all associated appurtenances, and incidental work, complete in place.	lf	1,100	\$ 33 ⁻	\$ 36,300 ⁻
3	8-inch Isolation Valves. Including: fittings, external restraint devices and valve box, complete in place.	ea	2	\$ 4026 ⁻	\$ 8,052 ⁻
4	Pressure testing, flushing, and disinfection for 12-inch waterline. Including: labor, materials, and equipment as needed to complete the work.	lf	1,100	\$ 2 ⁻	\$ 2,200 ⁻
5	Fire Hydrant Assembly. Including: hydrant, gate valve and valve box, piping, fittings, external restraint devices, all appurtenances, and all incidental work, complete in place.	ea	1	\$ 12,350 ⁻	\$ 12,350 ⁻
6	Waterline Connection to existing waterline at approximate station 20+60. Including: trenching, backfill, compaction, associated work, pipe, fittings, thrust blocking, all associated appurtenances, and incidental work, complete in place.	LS	1	\$ 5766 ⁻	\$ 5,766 ⁻
7	Existing Valve Modifications on Abandoned Waterlines Any Size. Include: Excavation, removal of valve box assembly, backfill, and compaction, all associated appurtenances, and incidental work, complete in place.	EA	4	\$ 163 ⁻	\$ 652 ⁻
8	Locate all existing utilities in the area for installation of waterline, sewerline, storm sewer including any potholing necessary.	LS	1	4921 ⁻	4,921 ⁻
663207 Sewer System Improvements					

**Itemized List Form- Bid Item Nos. 37 (Spec. No. 663206) and
38 (Spec. No. 663207) Water and Sewer System Improvements**

Item No.	Description	Unit	Quantity	Unit Price	Amount
9	Installation of PVC 8-inch gravity sewerline, including: pipe, all fittings, installation in trench, identification tape, and incidental work.	lf	1,100	\$ 14 ⁻	\$ 15,400 ⁻
10	Trenching for 8-inch sewerline for limits shown on Drawings. Including: trenching, backfill, compaction, shoring, all associated appurtenances, and incidental work, complete in place.	lf	1,100	\$ 64 ⁻	\$ 70,400 ⁻
11	Rehabilitate Existing Concrete Manholes – Include cleaning, hauling, disposal, remove steps, wall repair, coating systems on walls, underside of concrete top cover, bench, invert, surfaces, all appurtenances, and incidental work, complete in place.	ea	2	\$ 17,390 ⁻	\$ 34,780 ⁻
12	Remove and Replace Manhole Top Collar. Include earthwork, removal of surface features, concrete slab, ring, cover, hauling, disposal, raise manhole top to grade, all materials, installation of new ring, cover and concrete collar, replacement of surface features, all appurtenances, and incidental work, complete in place.	ea	2	\$ 610 ⁻	\$ 1,220 ⁻
13	New Manhole including all associated work and materials.	EA	6	19,803 ⁻	118,818 ⁻
14	New Service Lateral Connection Seals on Interior of Existing 8-inch Sewer Lines. connect service lateral connections including any bypass pumping and dewatering., all appurtenances, and incidental work, complete in place.	ea	10	\$ 2616	\$ 26,160 ⁻
15	Concrete Encasement for Existing 8-inch Sewers. Including: excavation, backfill, compaction, reinforced concrete work, all appurtenances, and incidental work, complete in place.	lf	100	\$ 108 ⁻	\$ 10,800 ⁻
16	Trench Dewatering	ALLOW	1	\$200,000.00	\$200,000.00
TOTAL BID AMOUNT BID ITEM 37 (exclusive of NM Gross Receipts Tax):				\$ 112,041 ⁻	

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Addendum No. 2

June 5, 2026

**Itemized List Form- Bid Item Nos. 37 (Spec. No. 663206) and
38 (Spec. No. 663207) Water and Sewer System Improvements**

Item No.	Description	Unit	Quantity	Unit Price	Amount
TOTAL BID AMOUNT BID ITEM 38 (exclusive of NM Gross Receipts Tax):				\$	477,578 ⁻

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: **\$0.00**

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of **\$60,000** must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of **\$60,000**.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category	<u>Staking</u>
Estimated Value of Work	<u>\$ 27,450.00</u>
Subcontractor's Name	<u>BSN Santa Fe</u>
Business Address	<u>290 Dinosaur Trail</u>
	<u>Santa Fe, NM 87508</u>
Phone Number	<u>505-473-7973</u>
E-mail Address	<u>www.bsnsantafe.com</u>
Federal Identification No. (FEIN #)	<u>N/A</u>
New Mexico Contractor's License No.	<u>29181</u>
License Categories	<u>N/A</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>28527466422021</u>
(list only if value of work is in excess of \$60,000)	

Subcontract Category	<u>Seed, SWPPP</u>
Estimated Value of Work	<u>\$ 11,101.00</u>
Subcontractor's Name	<u>Caldon Seeding & Reclamation</u>
Business Address	<u>Box 10</u>
	<u>Sanford, CO, 81151</u>
Phone Number	<u>719-672-0535</u>
E-mail Address	<u>len@caldonseeding.com</u>
Federal Identification No. (FEIN #)	<u>27-1010786</u>
New Mexico Contractor's License No.	<u>N/A</u>
License Categories	<u>N/A</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>002571220121129</u>
(list only if value of work is in excess of \$60,000)	

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category	<u>Video Taping</u>
Estimated Value of Work	<u>\$ 15,950.00</u>
Subcontractor's Name	<u>Calibrated Media Services</u>
Business Address	<u>PO Box 157</u>
	<u>Corrales, NM 87048</u>
Phone Number	<u>505-228-2229</u>
E-mail Address	<u>jason@calibratedmedia.com</u>
Federal Identification No. (FEIN #)	<u>41-4123321</u>
New Mexico Contractor's License No.	<u>N/A</u>
License Categories	<u>N/A</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>N/A</u>
(list only if value of work is in excess of \$60,000)	

Subcontract Category	<u>Jack & Bore</u>
Estimated Value of Work	<u>\$189,875.00</u>
Subcontractor's Name	<u>DH Underground</u>
Business Address	<u>1512 Deborah RD PMB 111</u>
	<u>Rio Rancho, NM 87124</u>
Phone Number	<u>505-220-0115</u>
E-mail Address	<u>john@dhunderground.com</u>
Federal Identification No. (FEIN #)	<u>85-0452083</u>
New Mexico Contractor's License No.	<u>61581</u>
License Categories	<u>GF-09</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>002272520110706</u>
(list only if value of work is in excess of \$60,000)	

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category	<u>Coating</u>
Estimated Value of Work	<u>\$60,915</u>
Subcontractor's Name	<u>Bogan Brothers Painting Co. Inc.</u>
Business Address	<u>3435 Vassar Dr. NE</u>
	<u>Albuquerque, NM 87107</u>
Phone Number	<u>505-898-8000</u>
E-mail Address	<u>office@boganbrothers.com</u>
Federal Identification No. (FEIN #)	<u>85-0312364</u>
New Mexico Contractor's License No.	<u>N/A</u>
License Categories	<u>N/A</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>0100272009073</u>
(list only if value of work is in excess of \$60,000)	

Subcontract Category	<u>Traffic Control</u>
Estimated Value of Work	<u>\$112,180</u>
Subcontractor's Name	<u>AWP</u>
Business Address	<u>4244 Mt. Pleasant St. NW</u>
	<u>North Canton, OH 44720</u>
Phone Number	<u>505-883-5114</u>
E-mail Address	<u>Juan.lucero@awpsafety.com</u>
Federal Identification No. (FEIN #)	<u>34-1344513</u>
New Mexico Contractor's License No.	<u>403418</u>
License Categories	<u>GA-04 & GA-05</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>23413445132020</u>
(list only if value of work is in excess of \$60,000)	

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category	<u>Stripping</u>
Estimated Value of Work	<u>\$ 29,750</u>
Subcontractor's Name	<u>AWP</u>
Business Address	<u>4244 Mt. Pleasant St. NW</u>
	<u>North Canton, OH 44720</u>
Phone Number	<u>505-883-5114</u>
E-mail Address	<u>Juan.lucero@awpsafety.com</u>
Federal Identification No. (FEIN #)	<u>34-1344513</u>
New Mexico Contractor's License No.	<u>403418</u>
License Categories	<u>GA-04 & GA-05</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>23413445132020</u>
(list only if value of work is in excess of \$60,000)	

Subcontract Category	_____
Estimated Value of Work	_____
Subcontractor's Name	_____
Business Address	_____

Phone Number	_____
E-mail Address	_____
Federal Identification No. (FEIN #)	_____
New Mexico Contractor's License No.	_____
License Categories	_____
New Mexico Dept. of Workforce Solutions Registration No.	_____
(list only if value of work is in excess of \$60,000)	

Subcontract Category	<u>Dewatering</u>
Estimated Value of Work	<u>\$ 168,955.00</u>
Subcontractor's Name	<u>Mersino Dewatering</u>
Business Address	<u>900 N. Squirrel Road, STE 210</u> <u>Auburn Hills, MI 48326</u>
Phone Number	<u>281-860-0808</u>
E-mail Address	<u>nasser.amiry@mersino.com</u>
Federal Identification No. (FEIN #)	<u>38-3267850</u>
New Mexico Contractor's License No.	<u>WD-1856</u>
License Categories	<u>Well Driller</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>23832678502022</u>
(list only if value of work is in excess of \$60,000)	

Subcontract Category	<u>Electric</u>
Estimated Value of Work	<u>\$ 645,123.34</u>
Subcontractor's Name	<u>MWI Inc.</u>
Business Address	<u>PO Box 30670</u> <u>Albuquerque, NM 87190</u>
Phone Number	<u>505-508-0744</u>
E-mail Address	<u>tim@mwiinc.net</u>
Federal Identification No. (FEIN #)	<u>26-0422094</u>
New Mexico Contractor's License No.	<u>352755</u>
License Categories	<u>EE98,EL01</u>
New Mexico Dept. of Workforce Solutions Registration No.	<u>0202812011910</u>
(list only if value of work is in excess of \$60,000)	

Signature of Authorized Representative for BIDDER:

Eddie C. Padilla
Eddie C. Padilla, President, TLC Company Inc.

Date: June 23, 2026

Duplicate, complete, and submit additional sheets as required.

[illegible]

BID BOND (PENAL SUM FORM)

Bidder Name: TLC Company, Inc. Address (principal place of business): 5000 Edith NE Albuquerque, NM 87107	Surety Name: Nationwide Mutual Insurance Company Address (principal place of business): One West Nationwide Blvd. 1-14-301 Columbus, OH 43215
Owner Name: Village of Los Lunas Address (principal place of business): 1259 Hwy. 314 SW Los Lunas, New Mexico 87031	Bid Project (name and location): Village of Los Lunas NM 263 Phase I Improvements; NMDOT Control No. LP300354, LL233-11; NM Bid Due Date: June 23, 2026
Bond Penal Sum: **Five Percent (5%) of the Amount Bid** Date of Bond: June 8, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder TLC Company, Inc. (Full formal name of Bidder) By: <u>Eddie C. Padilla</u> (Signature) Name: <u>EDDIE C. PADILLA</u> (Printed or typed) Title: <u>PRESIDENT</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Lori Melchior</u> (Printed or typed) Title: <u>Estimating Coordinator</u>	Surety Nationwide Mutual Insurance Company (Full formal name of Surety) (Corporate seal) By: <u>[Signature]</u> (Signature) (Attach Power of Attorney) Name: <u>David C. Mitchie</u> (Printed or typed) Title: <u>Attorney-in-fact</u> Attest: <u>Sydney Jordan</u> (Signature) Name: <u>[Signature]</u> (Printed or typed) Title: <u>Account Manager</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

David C. Mitchie

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: Bid Bond
Principal: TLC Company, Inc. dba Spear D Construction Co
Obligee: Village of Los Lunas

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kern
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of

June, 2026.



Assistant Secretary



Certification Statement

TLC Company, Inc. is committed to renewing our municipal business license promptly upon expiration. We understand the importance of compliance and will ensure that all subcontractors and suppliers secure their municipal licenses if required.

TLC

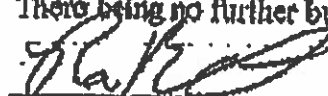
Plumbing & Utility

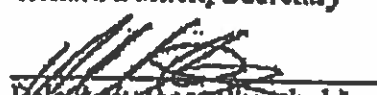
*Service
&
Construction*

Resolution of the Board of Directors
of
TLC Plumbing & Utility
January 23, 2007

- I. **QUORUM** A quorum was declared present based on the presence of the following shareholders:
Dale Armstrong
Ronald Burnett
- II. Purpose of the meeting is to authorize Dale Armstrong to enter into agreements of any nature on behalf of the corporation.
- III. As a result of the meeting, Dale Armstrong may enter into any agreements of any nature. Those agreements will bind the corporation.

There being no further business, the meeting was duly adjourned.

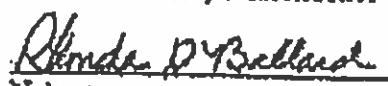

Ronald Burnett, Secretary


Dale Armstrong, Shareholder

1-23-07
Date


Ronald Burnett, Shareholder

1-23-07
Date


Rhonda D. Bellard
Notary

My commission expires:

Jan 23, 2010

Resolution of the Board of Directors
Of
TLC Company Inc.
July 1, 2019

I. QUORUM

A quorum was declared present based on the
Presence of the following shareholders:
Dale Armstrong
Ronald Burnett

- II. Purpose of the meeting is to authorize Eddie Padilla to enter into agreements of any nature on behalf of the corporation.
- III. As a result of the meeting, Eddie Padilla may enter into any agreements of any nature. Those agreements will bind the corporation.

There being no farther business, the meeting was duly adjourned.


Dale Armstrong, President

7/1/19
Date


Ron Burnett, Secretary

7/1/19
Date


Eddie Padilla, Chief Development Officer


Notary
My commission expires: June 20, 2022



Resolution of the Board of Directors
of
TLC Company Inc.
DBA Spear D
January 3, 2024

- I. **QUORUM** A quorum was declared present based on the presence of the following shareholders:
Dale Armstrong
Eddie Padilla
Mindy Gonzales
- II. Purpose of the meeting is to authorize Dale Armstrong, Eddie Padilla, & Mindy Gonzales to enter into agreements of any nature on behalf of the corporation.
- III. As a result of the meeting, Dale Armstrong, Eddie Padilla, & Mindy Gonzales may enter into any agreements of any nature. Those agreements will bind the corporation.

There being no further business, the meeting was duly adjourned.

Mindy Gonzales
Mindy Gonzales, Secretary

Date 1/3/24

Dale Armstrong
Dale Armstrong, CEO/Founder

Date 1/3/24

Eddie C. Padilla
Eddie Padilla, President

Date 1/3/24

Leslie G. Balthrop
Notary

My commission expires:

June 20, 2026



Michelle Lujan Grisham
Governor

Clay Bailey
Director

Clay Bailey
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: **SPEAR D CONSTRUCTION CO**
PERMANENT LICENSE #51429

Located at: 5000 EDITH BLVD NE, ALBUQUERQUE, NM 87107

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

EE98, GA01, GA98, GB98, GF02, GF04, 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

05/31/1993


Clay Bailey

Director

time upon demand. This certificate is not transferable

SPEAR D CONSTRUCTION CO	
LICENSE NUMBER 51429	EXPIRES 05/31/2026
CLASSIFICATION(S) EE98, GA01, GA98, GB98, GF02, GF04, GF08, GF09	
Qualifying Party(s) BAUGHMAN BRIAN BALLOU LEVI JOHNSON TRACY FOSTER DAVID G. MCCONNELL H THOMAS ARMSTRONG DALE DICKSON JALTEA	
CONTRACTOR	

NOTE: This Certificate is now and shall remain the property

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: TLC COMPANY INC

DBA: TLC PLUMBING & UTILITY

5000 EDITH BLVD NE

ALBUQUERQUE, NM 87107-4125

Expires: 05-Jan-2027

Certificate Number:

L2101315184



Stephanie Schaefer Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

Certificate of Contractor Registration



This is to certify that

TLC Company, Inc.

TLC Plumbing & Utility
5000 EDITH BLVD NE

ALBUQUERQUE, NM, 87107-4125

has registered with the Department of Workforce Solutions

Registration Date: 5/23/2024

Registration Number: 0191742011629

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**

STATE OF NEW MEXICO
OFFICE OF THE SECRETARY OF STATE

Certificate of Good Standing

The undersigned Secretary of State for the State of New Mexico
does hereby confirm that the entity is registered with the below
status in the state of New Mexico

TLC Company Inc
Domestic Profit Corporation
New Mexico
Active

December 10, 2024

Maggie Toulouse Oliver

MAGGIE TOULOUSE OLIVER

Secretary of State



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

TLC Company Inc / DBA: Spear D Construction Co.

1604974

the above named entity, a Corporation incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Profit Corporation, under the

Business Corporation Act

53-11-1 to 53-18-12 NMSA 1978

having filed its Articles of Incorporation on March 10, 1993, and Certificate of Incorporation issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **August 30, 2024**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

**Maggie Toulouse Oliver
Secretary of State**

Certificate Validation #: 0098420

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Validation option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under Certificate Validation.



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

August 30, 2024

Business ID #: 1604974

Entity Name: TLC Company Inc / DBA: Spear D Construction Co.

Filing History

Instrument Number: **1604974**
Filed Date: **03/10/1993**
Instrument Type: **Certificate Of Incorporation**
Instrument Text: **T L C COMPANY, INC. PERPETUAL**

Instrument Number: **1604974**
Filed Date: **03/10/1993**
Instrument Type: **Other/Initial Stock**
Instrument Text: **50,000 SHARES COMMON AT \$1.00 PV**

Instrument Number: **1604974**
Filed Date: **03/05/2019**
Instrument Type: **Registered Agent Change**
Instrument Text:

Instrument Number: **1604974**
Filed Date: **08/02/2024**
Instrument Type: **Business Amendment**
Instrument Text: **Amending Article One - added DBA**



Audit & Compliance Division
Albuquerque District

Michelle Lujan Grisham
Governor

Stephanie Schardin Clarke
Cabinet Secretary

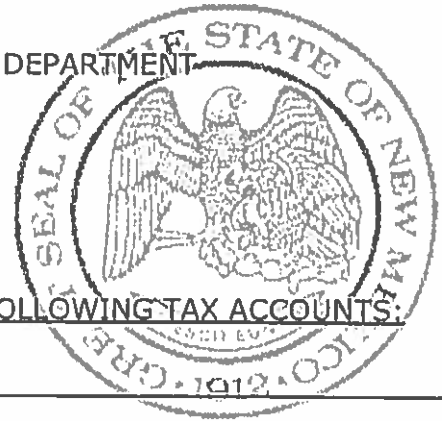
TLC COMPANY INC
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107-4125

September 25, 2024
FEIN: **-*0487
Letter ID: L1797110128

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Legal Name: TLC COMPANY INC
Entity Type: S Corporation



THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

Business Tax ID	Doing Business As Name
02-226090-00-0	SPEAR D CONSTRUCTION CO.

Program Name	Tax ID	Start Date	End Date	Filing Status
Workers' Compensation Fee	00001395021-WKC	01-Jan-1991		Quarterly
Gross Receipts	02226090000-GRT	01-Jul-1993		Monthly
Wage Withholding	02226090000-WWT	01-Jul-1993		Monthly

Business Tax ID	Location Addresses Under GRT Account
02226090000-GRT	511 COMANCHE RD NE ALBUQUERQUE NM 87107-4138

TLC COMPANY INC
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107-4125

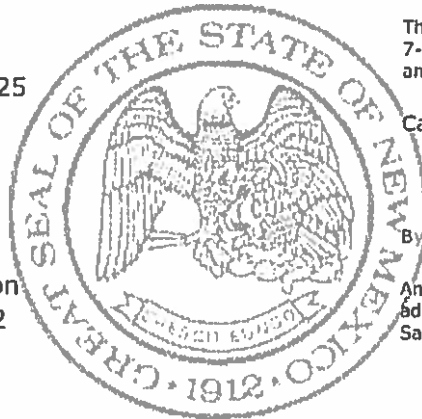
September 25, 2024
FEIN: **-***0487

**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE**

TLC COMPANY INC
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107-4125

This Registration Certificate is issued pursuant to Section
7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts,
and Municipal Gross Receipts Taxes.

Cabinet Secretary



Entity Type: S Corporation
Commence Date: 18-Oct-2002

By 

Any inquiries concerning your Identification Number should be
addressed to the Audit & Compliance Division, P.O. Box 630,
Santa Fe, New Mexico 87504-0630

THIS CERTIFICATE IS NOT TRANSFERABLE
**STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE**

THE ABOVE REFERENCED TAXPAYER IS REGISTERED FOR THE FOLLOWING TAX ACCOUNTS:

- Gross Receipts
- Wage Withholding
- Workers' Compensation Fee

BID FORM FOR CONSTRUCTION CONTRACT

BID FORM FOR CONSTRUCTION CONTRACT

PROJECT IDENTIFICATION: NM 263 PHASE I IMPROVEMENTS

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Village of Los Lunas
1259 Hwy. 314 SW
Los Lunas, New Mexico 87031

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors for compliance with New Mexico Subcontractor's Fair Practices Act;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- E. Resident Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- F. Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department (if seeking preference);
- G. Certification Statement: A written statement confirming Contractor, all Subcontractors, and suppliers will obtain a municipal business license prior to receiving Notice to Proceed;
- H. *Filled out itemized Utility List comprising the bid items 663206-Water Systems and 663207-Sanitary Sewerage Systems*

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Not used.

3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	NMDOT Spec No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
1	201000	Clearing and Grubbing	LS	1	\$ 18,000.00	\$ 18,000.00
2	203000	Unclassified Excavation	CY	1,250	\$ 28.00	\$ 35,000.00
3	203100	Borrow	CY	250	\$ 40.00	\$ 10,000.00
4	203200	Unstable Subgrade Stabilization	SY	700	\$ 45.00	\$ 31,500.00
5	207000	Subgrade Preparation	SY	6,400	\$ 4.00	\$ 25,600.00
6	303160	Base Course 6"	SY	6,400	\$ 17.00	\$ 108,800.00
7	407000	Asphalt Material for Tack Coat	TON	3	\$ 1500.00	\$ 4,500.00
8	408100	Prime Coat Material	TON	12	\$ 1525.00	\$ 18,300.00
9	416106	Minor Paving Type I, HMA SP-III	SY	6,200	\$ 46.00	\$ 285,200.00
10	502042	Drilled Shaft Foundation 42" Diameter	LF	48	\$ 870.00	\$ 41,760.00
11	502048	Drilled Shaft Foundation 48" Diameter	LF	16	\$ 985.00	\$ 15,760.00
12	511000	Structural Concrete, Class	CY	4	\$ 1610.00	\$ 6,440.00
13	540060	Reinforcing Bars Grade 60	LB	4,254	\$ 4.85	\$ 20,631.90
14	570437	24" Storm Drain Culvert Pipe	LF	540	\$ 255.00	\$ 137,700.00
15	570437	24" Ductile Iron Carrier Pipe	LF	245	\$ 480.00	\$ 117,600.00
16	570461	36" Steel Casing	LF	245	\$ 500.00	\$ 122,500.00
17	601000	Removal of Structures and Obstructions	LS	1	\$ 75,000.00	\$ 75,000.00
18	601110	Removal of Surfacing	SY	3,400	\$ 12.00	\$ 40,800.00
19	603100	Temporary Soil Stabilant	AC	0.4	\$ 8,000.00	\$ 3,200.00
20	603281	SWPPP Preparation and Maintenance (*)	LS	1	\$ 3235.00	\$ 3,235.00
21	606710	TCWB Retained by the Contractor	LF	80	\$ 190.00	\$ 15,200.00
22	608004	Concrete Sidewalk 4"	SY	680	\$ 93.00	\$ 63,240.00
23	608106	Drive Pad 6"	SY	210	\$ 120.00	\$ 25,200.00
24	608204	Concrete Median Pavement 4"	SY	75	\$ 128.00	\$ 9,600.00
25	609318	Concrete Sloped Curb and Gutter 6" x 18"	LF	320	\$ 55.00	\$ 17,600.00
26	609424	Concrete Vertical Curb and Gutter Type B 6" x 24"	LF	480	\$ 64.00	\$ 30,720.00
27	609478	Concrete Vertical Curb and Gutter Type D 6" x 18"	LF	1,450	\$ 56.00	\$ 81,200.00
28A	617000	Vibration Monitoring	LS	1	\$ 16,496.00	\$ 16,496.00
28B	618000	Traffic Control Management	LS	1	\$ 33,000.00	\$ 33,000.00
29	618011	Public Awareness	LS	1	\$ 9,445.00	\$ 9,445.00
30	621000	Mobilization	LS	1	\$ 240,000.00	\$ 240,000.00
31	623311	Curb Drop Inlet Type I-B, 0' to 4'	EA	1	\$ 17,100.00	\$ 17,100.00
32	623331	Curb Drop Inlet Type I-B, Over 4'	EA	1	\$ 18,020.00	\$ 18,020.00
33	632000	Class A Seeding	AC	0.4	\$ 23,285.00	\$ 9,314.00
34	662000	Manhole Type C-4' Diameter 0' to 6' Depth	EA	1	\$ 9,950.00	\$ 9,950.00
35	662010	Manhole Type C-6' Diameter 0' to 6' Depth	EA	2	\$ 19,120.00	\$ 38,240.00
36	662400	Manhole Adjustment	EA	1	\$ 2,233.00	\$ 2,233.00
37	663206	Water System	LS	1	\$ 137,018.25	\$ 137,018.25

EJCDC® C-410, Bid Form for Construction Contract.

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Page 2 of 14

Addendum No. 2

LL233-20

Page 6 of 20

June 5, 2026

Item No.	NMDOT Spec No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
38	663207	Sanitary Sewer System	LS	1	492917.85	492917.85
39	701000	Panel Signs	SF	140	\$ 35.00	\$ 4900.00
40	701030	Remove and Reset Panel Sign	EA	1	\$ 142.00	\$ 142.00
41	701100	Steel/Base Post for Aluminum Panel Signs	LF	250	\$ 22.00	\$ 5500.00
42	702610	Portable Changeable Message Signs	EA	5	\$ 2133.00	\$ 10665.00
43	702700	Temporary Signal Span	LS	1	115675.00	115675.00
44	702810	Traffic Control Devices for Construction	LS	1	\$ 28443.00	\$ 28443.00
45	704700	Hot Thermoplastic Pavement Markings 4"	LF	3,900	\$ 2.15	\$ 8385.00
46	704701	Hot Thermoplastic Pavement Markings 6"	LF	370	\$ 3.10	\$ 1147.00
47	704702	Hot Thermoplastic Pavement Markings 8"	LF	420	\$ 4.20	\$ 1764.00
48	704704	Hot Thermoplastic Pavement Marking 24"	LF	900	\$ 12.10	\$ 10890.00
49	704015	Hot Thermoplastic Pavement Marking Combination (Thru/Rt) Arrow	EA	3	\$ 349.00	\$ 1047.00
50	704717	Hot Thermoplastic Pavement Marking Right Arrow	EA	6	\$ 313.00	\$ 1878.00
51	704718	Hot Thermoplastic Pavement Marking Left Arrow	EA	11	\$ 313.00	\$ 3443.00
52	704720	Hot Thermoplastic Pavement Marking Word (Only)	EA	10	\$ 214.00	\$ 2140.00
53	704859	Reflectorized Raised Pavement Marker Type H	EA	30	\$ 3.00	\$ 90.00
54	705000	Signal/Lighting System Start-up Costs	ALLOW	1	\$ 40,000.00	\$ 40,000.00
55	706130	Service Riser (Combination)	EA	1	\$ 4153.00	\$ 4153.00
56	706230	Meter Pedestal (Combination) with UPS	EA	1	\$ 23113.00	\$ 23113.00
57	706350	Power Service Installation	ALLOW	1	\$ 25,000.00	\$ 25,000.00
58	707010	Type I Standard 10'	EA	3	\$ 3360.00	\$ 10080.00
59	707245	Type II Standard, 45' Arm	EA	1	\$ 49920.00	\$ 49920.00
60	707250	Type II Standard 50' Arm	EA	2	52667.00	105334.00
61	707260	Type II Standard, 60' Arm	EA	1	\$ 61497.00	\$ 61497.00
62	709030	Rigid Electrical Conduit 3" (Dia.)	LF	905	\$ 23.00	\$ 20815.00
63	710010	Electrical Pull Box (Large)	EA	3	\$ 2324.00	\$ 6972.00
64	710400	Traffic Signal Manhole	EA	1	\$ 3566.00	\$ 3566.00
65	711005	Multi Conductor Cable 5	LF	860	\$ 3.60	\$ 3096.00
66	711007	Multi Conductor Cable 7	LF	920	\$ 5.00	\$ 4600.00
67	711020	Multi Conductor Cable 20	LF	1,240	\$ 11.00	\$ 13640.00
68	711102	Single Conductor 2	LF	1,290	\$ 7.00	\$ 9030.00
69	711106	Single Conductor 6	LF	1,130	\$ 3.50	\$ 3955.00
70	712031	3 Section Traffic Signal Assembly (LED)	EA	12	\$ 1450.00	\$ 17400.00
71	712041	4 Section Traffic Signal Assembly (LED)	EA	4	1880.00	7520.00
72	712051	5 Section Traffic Signal Assembly (LED)	EA	2	\$ 2270.00	\$ 4540.00
73	712202	Pedestrian Countdown Signal (LED)	EA	5	\$ 1240.00	\$ 6200.00
74	712330	3 Section Backplate	EA	8	\$ 246.00	\$ 1968.00
75	712340	4 Section Backplate	EA	2	305.00	610.00
76	713025	Accessible Pedestrian Signal Push Button Station	EA	5	\$ 2125.00	\$ 10625.00
77	713430	Phase Selector Module	EA	1	\$ 9091.00	\$ 9091.00

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Addendum No. 2

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June 5, 2026

Item No.	NMDOT Spec No.	Description	Unit	Est. Qty	Bid Unit Price	Bid Price
78	713511	Optical Detector, 1 Direction, 1 Channel	EA	4	\$ 1532.00	\$ 6128.00
80	713600	Optical Detector Cable	LF	995	\$ 2.84	\$ 2825.80
81	713842	Radar Detector Cable	LF	1,030	\$ 3.70	\$ 3811.00
82	713843	Radar Detection Cabinet Interface Unit	EA	1	\$ 13509.00	\$ 13509.00
83	714000	Traffic Actuated Controller	EA	1	\$ 14727.00	\$ 14727.00
84	714280	8 Phase Double Ring Controller Cabinet	EA	1	\$ 39027.00	\$ 39027.00
85	716301	Internally Illuminated Sign	EA	6	6233.00	37398.00
86	750500	Closed Circuit Television System for Traffic Signals	EA	1	\$ 10904.00	\$ 10904.00
87	801000	Construction Staking by the Contractor	LS	1	\$ 63997.00	\$ 63997.00
88	802000	Post Construction Plans	LS	1	\$ 7110.00	\$ 7110.00
89		Jack And Bore including any dewatering, all associated work and materials	LS	1	567174.00	567174.00
90		Pre-Construction Video Documentation	LS	1	6187.00	6187.00
91		Demobilization and Closeout (Cannot be less than 0.5% of Bid Amount)	LS	1	23610.00	23610.00
92		Record Survey	LS	1	21332.00	21332.00
93		Pre-Authorized Construction Changes	ALLOW	1	\$ 100,000.00	\$ 100,000.00
94		Utility Relocation Allowance	ALLOW	1	\$ 35,000.00	\$ 35,000.00
TOTAL BID AMOUNT (Exclusive of New Mexico Gross Receipts Tax)					\$ 3979594.80	

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Not used.

ARTICLE 4—BASIS OF BID

4.01 Bidder shall complete the Work in accordance with the Contract Documents.

Unit Prices have been computed in accordance with Paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

4.02 This Contract will be awarded on the basis of the lowest responsive total Bid received from a responsible Bidder. If the lowest acceptable Bid exceeds available funds, the Owner retains the right to reject all Bids or negotiate a change of scope with the lowest responsive Bidder. Owner may only negotiate up to 10% higher than the budgeted project funds. Such negotiation shall not be allowed if the lowest Bid is more than 10% over the budgeted project funds. If a change of scope is negotiated and effected, it will be in the form of a formal Change Order to the Contract.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	5/26/26
2	6/5/26

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar and is satisfied with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder 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 (except Underground Facilities) that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and Drawings.
 5. Bidder 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.

ARTICLE 8—BID SUBMITTAL

8.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____

(SEAL)

State of Incorporation: New Mexico

Type (General Business, Professional, Service, Limited Liability): LLC

By: Beverly Zastrow
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Beverly Zastrow

Title: Managing Member
(CORPORATE SEAL)

Attest Steve Johnson

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: 1950 Bosque Farms Blvd. Suite C
Bosque Farms, NM 87068

Phone No.: 505-892-5400 Fax No.: _____

E-mail: desertfoxpaving@yahoo.com

SUBMITTED on: June 23, 2026

8.02 Contractor License Information:

New Mexico Contractor's License Number: 367698

License Classifications: GA1, GA4, GB98

New Mexico Department of Workforce Solutions Registration Number: 0219522012222

Federal Identification Number (FEIN #): 90-0611289

ARTICLE 9—PREFERENCES

9.01 Resident Contractor Preference:

Is Bidder claiming Resident Contractor Preference? YES

If Yes, provide a copy of your Resident Contractor Certificate issued by the Taxation and Revenue Department.

9.02 Resident Veteran Contractor Preference:

Is Bidder claiming Resident Veteran Contractor Preference? NO

If Yes, provide a copy of your Resident Veteran Contractor Certificate issued by the Taxation and Revenue Department.

**Itemized List Form- Bid Item Nos. 37 (Spec. No. 663206) and
38 (Spec. No. 663207) Water and Sewer System Improvements**

Item No.	Description	Unit	Quantity	Unit Price	Amount
663206 Water System Improvements					
1	8-inch Waterline (PVC Pipe, C900 with external restraint devices where needed) including: pipe, all fittings, installation in trench, wrapping of metallic fitting components for corrosion protection, identification tape, and incidental work.	lf	1,100	\$ 39.57	\$ 43525.35
2	Trenching for 8-inch waterline for limits shown on Drawings. Including: trenching, backfill, compaction, shoring, all associated appurtenances, and incidental work, complete in place.	lf	1,100	\$ 36.49	\$ 40139.55
3	8-inch Isolation Valves. Including: fittings, external restraint devices and valve box, complete in place.	ea	2	\$ 5979.15	\$ 11958.30
4	Pressure testing, flushing, and disinfection for 12-inch waterline. Including: labor, materials, and equipment as needed to complete the work.	lf	1,100	\$ 3.71	\$ 4083.75
5	Fire Hydrant Assembly. Including: hydrant, gate valve and valve box, piping, fittings, external restraint devices, all appurtenances, and all incidental work, complete in place.	ea	1	\$ 15592.50	\$ 15592.50
6	Waterline Connection to existing waterline at approximate station 20+60. Including: trenching, backfill, compaction, associated work, pipe, fittings, thrust blocking, all associated appurtenances, and incidental work, complete in place.	LS	1	\$ 4734.45	\$ 4734.45
7	Existing Valve Modifications on Abandoned Waterlines Any Size. Include: Excavation, removal of valve box assembly, backfill, and compaction, all associated appurtenances, and incidental work, complete in place.	EA	4	\$ 793.80	\$ 3175.20
8	Locate all existing utilities in the area for installation of waterline, sewerline, storm sewer including any potholing necessary.	LS	1	13809.15	13809.15
663207 Sewer System Improvements					

**Itemized List Form- Bid Item Nos. 37 (Spec. No. 663206) and
38 (Spec. No. 663207) Water and Sewer System Improvements**

Item No.	Description	Unit	Quantity	Unit Price	Amount
9	Installation of PVC 8-inch gravity sewerline, including: pipe, all fittings, installation in trench, identification tape, and incidental work.	lf	1,100	\$ 28.90	\$ 31788.90
10	Trenching for 8-inch sewerline for limits shown on Drawings. Including: trenching, backfill, compaction, shoring, all associated appurtenances, and incidental work, complete in place.	lf	1,100	\$ 77.83	\$ 85614.10
11	Rehabilitate Existing Concrete Manholes – Include cleaning, hauling, disposal, remove steps, wall repair, coating systems on walls, underside of concrete top cover, bench, invert, surfaces, all appurtenances, and incidental work, complete in place.	ea	2	\$ 7842.26	\$ 15684.53
12	Remove and Replace Manhole Top Collar. Include earthwork, removal of surface features, concrete slab, ring, cover, hauling, disposal, raise manhole top to grade, all materials, installation of new ring, cover and concrete collar, replacement of surface features, all appurtenances, and incidental work, complete in place.	ea	2	\$ 2564.29	\$ 5128.58
13	New Manhole including all associated work and materials.	EA	6	18555.02	111330.10
14	New Service Lateral Connection Seals on Interior of Existing 8-inch Sewer Lines. connect service lateral connections including any bypass pumping and dewatering., all appurtenances, and incidental work, complete in place.	ea	10	\$ 3340.45	\$ 33404.54
15	Concrete Encasement for Existing 8-Inch Sewers. Including: excavation, backfill, compaction, reinforced concrete work, all appurtenances, and incidental work, complete in place.	lf	100	\$ 99.67	\$ 9967.10
16	Trench Dewatering	ALLOW	1	\$200,000.00	\$200,000.00
TOTAL BID AMOUNT BID ITEM 37 (exclusive of NM Gross Receipts Tax):				\$ 137018.25	

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Addendum No. 2

June 5, 2026

**Itemized List Form- Bid Item Nos. 37 (Spec. No. 663206) and
38 (Spec. No. 663207) Water and Sewer System Improvements**

Item No.	Description	Unit	Quantity	Unit Price	Amount
TOTAL BID AMOUNT BID ITEM 38 (exclusive of NM Gross Receipts Tax):				\$	492,917.85

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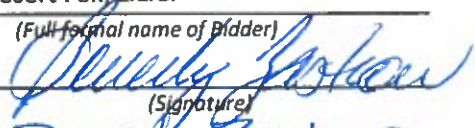
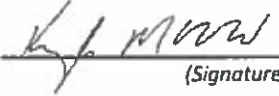
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Addendum No. 2

June 5, 2026

BID BOND (PENAL SUM FORM)

Bidder Name: Desert Fox, L.L.C. Address (principal place of business): 1950 Bosque Farms Blvd, Suite C Bosque Farms, NM 87068	Surety Name: Granite Re, Inc. Address (principal place of business): 14001 Quailbrook Drive Oklahoma City, OK 73134
Owner Name: Village of Los Lunas, Public Works Dept Address (principal place of business): 1259 Hwy 314 SW Los Lunas, NM 87031	Bid Project (name and location): NM 263 Phase I Improvements Los Lunas, New Mexico Bid Due Date: June 23, 2026
Bond Penal Sum: Five Percent of Bid Amount (5%) Date of Bond: June 23, 2026	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Desert Fox, L.L.C. (Full formal name of Bidder) By: <u></u> (Signature) Name: <u>Beverly Zastrow</u> (Printed or typed) Title: <u>Managing Member</u> Attest: <u></u> (Signature) Name: <u>Steve Johnson</u> (Printed or typed) Title: <u>Estimator</u>	Surety Granite Re, Inc. (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>Kenneth D. Whittington</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest: <u></u> (Signature) Name: <u>Kyle McDonald</u> (Printed or typed) Title: <u>Assistant Secretary</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

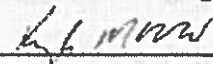
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





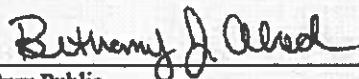
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





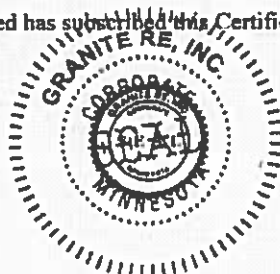
Bethany J. Alred
Notary Public

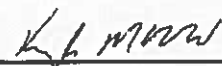
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
June 23 , 2026 .





Kyle P. McDonald, Assistant Secretary

**SUBCONTRACTOR'S FAIR PRACTICE ACT
COMPLIANCE**

SUBCONTRACTOR'S FAIR PRACTICE ACT COMPLIANCE

This project is subject to the provisions of the State of New Mexico Subcontractor's Fair Practice Act.

Listing Threshold: **\$0.00**

Portion of project to which requirements apply:

Complete Project.

For each category of the project, which the BIDDER will be subcontracting for an amount exceeding the listing threshold indicated above, the BIDDER shall define the subcontracting categories and list only one subcontractor for each category. The listing shall be in the format indicated on the following page, and shall be completed and submitted with the Bid.

No CONTRACTOR whose Bid is accepted shall sublet or subcontract any portion of the Work of the Project in an amount exceeding the threshold amount given above, where the original bid amount did not designate a subcontractor, unless 1) the CONTRACTOR received no bid for that category (note: the BIDDER must designate on the list of subcontractors that "no bid was received"), or 2) the Work is pursuant to a change order that causes changes or deviations from the original contract.

No CONTRACTOR whose Bid is accepted shall substitute any subcontractor in place of the subcontractor listed in the Bid except as provided for in the Subcontractor's Fair Practice Act.

Any changes or additions of subcontractors shall be promptly reported to the ENGINEER in writing within two (2) calendar days of the known change or addition to the submitted List of Project Subcontractors in the Bid.

All subcontractors with work in excess of \$60,000 must be registered with the New Mexico Department of Workforce Solutions, Labor Enforcement. On page SCFP-2, include the total of the subcontracted work and the subcontractor's New Mexico Department of Workforce Solutions Registration Number, if work is in excess of \$60,000.

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Vibration Monitoring & Construction Video
Estimated Value of Work \$15950
Subcontractor's Name Calibrated Medi9, LLC
Business Address PO Box 157
Corrales, NM 87048
Phone Number 505-228-2229
E-mail Address Jason@calibratedmedi9.com
Federal Identification No. (FEIN #) 41-4123321
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. _____
(list only if value of work is in excess of \$60,000)

Subcontract Category Electrical
Estimated Value of Work \$550,000
Subcontractor's Name Bixby Electric
Business Address 521 Wheeler Ave SE
Albuquerque, NM 87102
Phone Number 505-842-5384
E-mail Address James.lee@bixbyelectric.com
Federal Identification No. (FEIN #) 85-0362683
New Mexico Contractor's License No. 28568
License Categories EE98, EL01, GB98 GF98 GA3 GA98
New Mexico Dept. of Workforce Solutions Registration No. 0190612011621
(list only if value of work is in excess of \$60,000)

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Under ground storm Drain & Utility
Estimated Value of Work \$1,284,789
Subcontractor's Name NM Underground Utilities
Business Address 6201 Industry Way
Alb, NM 87105
Phone Number 505-877-2300
E-mail Address Casey@nmunderground.com
Federal Identification No. (FEIN #) 47-2831460
New Mexico Contractor's License No. 384433
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. 1749120150318
(list only if value of work is in excess of \$60,000)

Subcontract Category Striping & Signage
Estimated Value of Work \$28859
Subcontractor's Name AWT Safety
Business Address 4244 Mt. Pleasant St. NW
North Canton OH 44720
Phone Number 505-883-5114
E-mail Address mathew.von-rotz@awpsafety.com
Federal Identification No. (FEIN #) 34-1344513
New Mexico Contractor's License No. 403418
License Categories GA 4 & 5
New Mexico Dept. of Workforce Solutions Registration No. 23413444513 2020
(list only if value of work is in excess of \$60,000)

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Seeding
Estimated Value of Work \$6576
Subcontractor's Name Caldon Seeding & Reclamation
Business Address Box 10 Sanford Colorado 81151

Phone Number 505-850-8412
E-mail Address office@caldonseeding.com
Federal Identification No. (FEIN #) 27-1010786
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. 002571220121129
(list only if value of work is in excess of \$60,000)

Subcontract Category Construction Staking
Estimated Value of Work \$41,000
Subcontractor's Name Breakline Engineering
Business Address 7327 Sidewinder Dr. NE
Alb., NM 87113
Phone Number 505-469-0899
E-mail Address jongthon@breaklineengineering.com
Federal Identification No. (FEIN #) 83-1047638
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. 283104
(list only if value of work is in excess of \$60,000)

LIST OF PROJECT SUBCONTRACTORS FOR
AMOUNTS EXCEEDING THE LISTING THRESHOLD

Subcontract Category Temp Soil Stabilant
Estimated Value of Work \$2250
Subcontractor's Name Caldon Seeding & Reclamation
Business Address Box 10 Sanford, Colorado 81151

Phone Number 505-850-8412
E-mail Address office@caldonseeding.com
Federal Identification No. (FEIN #) 27-1010786
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. 002571220121129
(list only if value of work is in excess of \$60,000)

Subcontract Category SWPPP
Estimated Value of Work \$2275
Subcontractor's Name Caldon Seeding & Reclamation
Business Address Box 10 Sanford Colorado 81151

Phone Number 505-850-8412
E-mail Address office@caldonseeding.com
Federal Identification No. (FEIN #) 27-1010786
New Mexico Contractor's License No. _____
License Categories _____
New Mexico Dept. of Workforce Solutions Registration No. 002571220121129
(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____

(list only if value of work is in excess of \$60,000)

Subcontract Category _____

Estimated Value of Work _____

Subcontractor's Name _____

Business Address _____

Phone Number _____

E-mail Address _____

Federal Identification No. (FEIN #) _____

New Mexico Contractor's License No. _____

License Categories _____

New Mexico Dept. of Workforce Solutions Registration No. _____

(list only if value of work is in excess of \$60,000)

Signature of Authorized Representative for BIDDER:

Steve Johnson

Date:

6/23/26

Duplicate, complete, and submit additional sheets as required.

Application for Employer Identification Number

OMB No. 1545-0003

Department of the Treasury
Internal Revenue Service

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN

90-0611289

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Desert Fox, LLC		3 Executor, administrator, trustee, "care of" name Beverly Zastrow
	2 Trade name of business (if different from name on line 1) same		5a Street address (if different) (Do not enter a P.O. box.) 455 Green Acres Lane
	4a Mailing address (room, apt., suite no. and street, or P.O. box) P. O. Box 1499		5b City, state, and ZIP code (if foreign, see instructions) Bosque Farms, NM 87068
	4b City, state, and ZIP code (if foreign, see instructions) Peralta, NM 87042		
	5 County and state where principal business is located Valencia, NM		
	7a Name of responsible party Beverly Zastrow		7b SSN, TIN, or EIN [REDACTED]
	8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? ☒ Yes ☐ No		8b If 8a is "Yes," enter the number of LLC members 2 ☒ Yes ☐ No
	8c If 8a is "Yes," was the LLC organized in the United States? ☒ Yes ☐ No		
	9a Type of entity (check only one box). Caution: If 8a is "Yes," see the instructions for the correct box to check.		
	☐ Sole proprietor (SSN) _____ ☒ Partnership _____ ☐ Corporation (enter form number to be filed) ▶ _____ ☐ Personal service corporation _____ ☐ Church or church-controlled organization _____ ☐ Other nonprofit organization (specify) ▶ _____ ☐ Other (specify) ▶ _____		
	☐ Estate (SSN of decedent) _____ ☐ Plan administrator (TIN) _____ ☐ Trust (TIN of grantor) _____ ☐ National Guard ☐ State/local government ☐ Farmers' cooperative ☐ Federal government/military ☐ REMIC ☐ Indian tribal governments/enterprises Group Exemption Number (GEN) if any ▶ _____		
	9b If a corporation, name the state or foreign country (if applicable) where incorporated	State _____	Foreign country _____
	10 Reason for applying (check only one box)		
	☒ Started new business (specify type) ▶ general construction ☐ Hired employees (Check the box and see line 13.) _____ ☐ Compliance with IRS withholding regulations _____ ☐ Other (specify) ▶ _____		
	☐ Banking purpose (specify purpose) ▶ _____ ☐ Changed type of organization (specify new type) ▶ _____ ☐ Purchased going business _____ ☐ Created a trust (specify type) ▶ _____ ☐ Created a pension plan (specify type) ▶ _____		
	11 Date business started or acquired (month, day, year). See instructions. Jan. 2, 2011		12 Closing month of accounting year December
	13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. ☐
	Agricultural _____	Household _____	Other 2
	15 First date wages or annuities were paid (month, day, year). Note: If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) _____		
	16 Check one box that best describes the principal activity of your business.		
	☒ Construction ☐ Rental & leasing ☐ Transportation & warehousing ☐ Health care & social assistance ☐ Wholesale-agent/broker ☐ Real estate ☐ Manufacturing ☐ Finance & insurance ☐ Accommodation & food service ☐ Wholesale-other ☐ Retail ☐ Other (specify) _____		
	17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. paving parking lots, constructing or remodeling buildings		
	18 Has the applicant entity shown on line 1 ever applied for and received an EIN? ☐ Yes ☒ No		
	If "Yes," write previous EIN here ▶ _____		
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.		Designee's telephone number (include area code) () _____
	Designee's name Address and ZIP code		Designee's fax number (include area code) () _____
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.			Applicant's telephone number (include area code) (505) 620-0365
Name and title (type or print clearly) ▶ Beverly Zastrow			Applicant's fax number (include area code) (505) 869-1937

Signature ▶

Date ▶

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: DESERT FOX, LLC

DBA: DESERT FOX, LLC

PO BOX 1499

PERALTA, NM 87042-1499

Expires: 12-Mar-2027

Certificate Number:

L1995427440



Stephanie Schanen Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Ordinance 488 – Personnel Ordinance Revisions

Presenter:

Gregory D. Martin

Department:

Administration

Meeting Date:

July 9, 2026

Action Requested:

☒ Approval/Disapproval

☐ Informational

☒ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

On May 7, 2026, the Village Council approved the FY 2027 Interim Budget, which includes the creation of a new internal Village Attorney staff position and establishment of a new Village Legal Department. The new Village Attorney position will serve as the Department Head for the newly established Legal Department. Before recruiting for the new Village Attorney position, the Village of Los Lunas Personnel Ordinance must be revised accordingly.

If approved, Ordinance 488 would amend Title 2 Administration and Personnel, of the Los Lunas Municipal Code, by revising Chapter 2.28 Personnel, Section 2.28.020 Definitions, and Section 2.28.030 B Unclassified Employees, by clarifying the definition of an Appointed Employee and adding the position of Village Attorney to the list of Department Heads and the list of Appointed Employees of the Village of Los Lunas, as shown in the attached proposed Ordinance 488.

POSSIBLE ACTIONS

- Approve item
- Approve item, with changes
- Deny item
- Postpone item to a future meeting (direct staff to conduct further research)
- Table item for future discussion (direct staff to conduct further research)
- No action at this time

STRATEGIC PRIORITIES ALIGNMENT

- ☐ I-25 Interchange/Los Lunas Boulevard Corridor Project
- ☐ Quality of Life Improvements
- ☐ Infrastructure Improvements
- ☐ Economic Development
- ☒ Personnel
- ☐ N/A

BUDGET IMPACT

Funding for the new Village Attorney position and new Legal Department is included in the FY 2027 Interim Budget.

LEGAL REVIEW

☒ Yes, by: Larry Guggino, Village Attorney

☐ Not applicable

ATTACHMENTS

1. Ordinance 488



VILLAGE OF LOS LUNAS ORDINANCE 488

AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL OF THE LOS LUNAS MUNICIPAL CODE, REVISING CHAPTER 2.28 PERSONNEL, SECTION 2.28.020 DEFINITIONS AND SECTION 2.28.030 B UNCLASSIFIED EMPLOYEES.

WHEREAS, the Village of Los Lunas is a legally and regularly created, established, organized, and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the Village employs a workforce in order to carry out the functions of local government; and

WHEREAS, the Village maintains consistent, basic policies and practices regulating the relations between the Village as employer and its employees through an adopted Personnel Ordinance; and

WHEREAS, the current version of the Personnel Ordinance was adopted on February 22, 2024, repealing and superseding the previous 2007 version of the ordinance; and

WHEREAS, the Village Council has approved the Fiscal Year 2027 Interim Budget, which includes the creation of a new internal Village Attorney staff position and establishment of a new Village Legal Department; and

WHEREAS, the Village Council has identified the need to clarify the definition of an Appointed Employee in the Personnel Ordinance; and

WHEREAS, the Village Council has approved adding a new internal Village Attorney position to the list of Department Heads and to the list of Appointed Employees of the Village; and

WHEREAS, the Village desires to provide and maintain a clear, modern, and up-to-date Personnel Ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
VILLAGE OF LOS LUNAS, COUNTY OF VALENCIA, STATE OF NEW MEXICO
THAT,**

TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.28 PERSONNEL, SECTION 2.28.020 DEFINITIONS, AND SECTION 2.28.030 B UNCLASSIFIED EMPLOYEES, OF THE LOS LUNAS MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Chapter 2.28 – PERSONNEL

2.28.20 - Definitions

F. APPOINTED EMPLOYEE. An unclassified, terminable-at-will employee appointed by the mayor **or municipal judge** to fill an appointive office as allowed by State law.

N. DEPARTMENT HEAD. An employee who oversees each Village Department, and shall consist of the following positions, which department names and position titles are subject to change as needed, from time to time: Village Administrator, Deputy Village Administrator, **Village Attorney**, Public Works Director, Community Development Director, Parks and Recreation Director, Finance Director, Human Resources Director, Information Technology Director, Municipal Judge, Library Director, Police Chief, and Fire Chief.

2.28.030 B – UNCLASSIFIED EMPLOYEES

1. Appointed Employees. Appointed employees of the Village of Los Lunas are the Village Administrator, **Village Attorney**, Police Chief, Fire Chief, and Chief Court Clerk in the Municipal Court. Appointed employees are unclassified, are terminable-at-will, and cannot avail themselves of the grievance procedures set forth herein but are entitled to all other benefits provided by the Village in accordance with this Personnel Ordinance.

PASSED, APPROVED, SIGNED, AND ADOPTED THIS 9th DAY OF JULY 2026.

Charles Griego, Mayor
Village of Los Lunas

ATTEST:

Gregory D. Martin, Village Administrator
Village of Los Lunas

**MINUTES
VILLAGE OF LOS LUNAS
THURSDAY, JUNE 25, 2026**

The Board of Trustees of the Village of Los Lunas, County of Valencia, and State of New Mexico met Thursday, June 25, 2026 in regular session at 6:00PM. Roll call was taken, and the following were present: Mayor Charles Griego, Councilor Gino Romero, Councilor Christopher Ortiz, Councilor James Runyon, & Councilor Matthew Chavez. The meeting was conducted in person and recorded through TEAMS.

Mayor:	Charles Griego
Mayor Pro Tem:	Christopher Ortiz
Council:	Matthew Chavez James Runyon Gino Romero

Also present were: Gregory Martin, Mykayla Moody, Luis Brown, and Craig Donohue. In accordance with Ordinance 114A, the following agenda was prepared and circulated as required:

- 1. Public Hearing: 26-02-R 560 Don Ernesto Ln SW Zone Map Amendment**
- 2. Public Hearing: Teofilo's Restaurante 144 Main St NW Liquor License**
- 3. Relocation Agreement between the Village of Los Lunas and Public Service Company of New Mexico (PNM)**
- 4. Resolution 26-09 - Acceptance and Approval of the Fiscal Year 2025 Audit**
- 5. Resolution 26-11 Adopting the 2028-2032 Infrastructure Capital Improvement Plan (ICIP)**
- 6. Appoint Voting Delegate & Alternate – 2026 New Mexico Municipal League (NMML) Annual Conference**
- 7. Agreement between Valencia County and the Village of Los Lunas to provide housing and care of municipal detainees.**
- 8. EXECUTIVE SESSION:**
 - a. Hire Division Chief of Emergency Management & Fire Prevention/Fire Marshal – Fire Department**
 - b. Hire DWI Compliance Coordinator – LDWI Division – Administration Department**
 - c. Hire Permit Technician – Planning Division – Community Development Department**
 - d. Hire Utility Billing Specialist – Utility Billing Division – Finance Department**
 - e. Hire three (3) Utility Billing Clerks – Utility Billing Division – Finance Department**
 - f. Hire Lead Construction Inspector – Public Works Department**
 - g. Hire Streets Laborer – Streets Division – Public Works Department**
- 9. APPROVAL OF MINUTES:**
 - a. Minutes from June 11, 2026, Council Meeting**
- 10. ADJOURNMENT.**

• **CALL MEETING TO ORDER.**

At 6:00PM, Mayor Griego brought the meeting to order and welcomed the audience.

• **PLEDGE OF ALLEGIANCE.**

Mayor Griego asked Britne Lee to lead the Council and TEAMS participants in the Pledge of Allegiance.

• **PUBLIC INPUT FORUM.**

Mayor Griego asked the audience if there was anyone who wanted to address the council that did not have an item on the agenda – there were none.

1. Public Hearing: 26-02-R 560 Don Ernesto Ln SW Zone Map Amendment

Mayor Griego called for a motion from the Council to recess the regular meeting and convene in a public hearing. 6:02PM

<u>APPROVAL:</u>	Motion to recess the regular meeting and convene in a public hearing.
<u>MOVED:</u>	Councilor Ortiz
<u>SECONDED:</u>	Councilor Romero
<u>CARRIED:</u>	Motion passed on a vote of 4 FOR (Councilor Runyon – yes; Councilor Romero – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.

Community Development Director Alex Ochoa presented Application No. 26-02-R, a request by Ranchos Don Ernesto, LLC to amend the zoning designation of approximately 1.72 acres located at 560 Don Ernesto Lane SW from Agricultural Residential (AR) to Rural Residential (RR). The proposed zone change would allow the property to be subdivided into three compliant residential lots for the future construction of single-family homes. Staff reported that the Planning and Zoning Commission reviewed the request on June 3, 2026, and recommended approval. The application was found to be consistent with the Village Municipal Code and Comprehensive Plan. Notice of the public hearing was published and mailed to surrounding property owners, and no comments in support or opposition were received.

Applicant representative Chris Sichler addressed the Council and stated that the proposed half-acre lots would provide a transition between the existing townhome development to the east and larger residential lots to the west, creating a compatible residential development pattern. No additional public comments were offered.

Mayor Griego asked for a motion from the Council to close the public hearing and return to regular session. 6:08PM

APPROVAL: Motion to close the public hearing and return to regular session
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Runyon – yes; Councilor Romero – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Mayor Griego asked for a recommendation regarding the zone change

APPROVAL: Motion to approve the zone change and adopt the findings of the Planning & Zoning Commission
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Runyon – yes; Councilor Romero – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

2. Public Hearing: Teofilo's Restaurante 144 Main St NW Liquor License

Mayor Griego called for a motion from the Council to recess the regular meeting and convene in a public hearing. 6:09PM

APPROVAL: Motion to recess the regular meeting and convene in a public hearing.
MOVED: Councilor Runyon
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Runyon – yes; Councilor Romero – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Community Development Director Alex Ochoa presented a request from Trios J, LLC, doing business as Teofilo's Restaurant, for approval of a restaurant beer and wine liquor license with on-premises consumption and patio service at 114 Main Street NW. Mr. Ochoa explained that the request was associated with a transfer of ownership and that the liquor license use would remain unchanged.

Jonna Torres, representing the applicant, addressed the Council and explained that ownership of the business had been transferred from H&P Investments, LLC to the next generation of the Torres family through Trios J, LLC. She stated that the application was part of the process to update licensing and ownership records and that no operational changes were proposed.

Mr. Ochoa noted that public notice requirements had been met, including publication in the Valencia County News-Bulletin and certified mail notifications to surrounding property owners. No public comments were received in favor of or in opposition to the request.

Mayor Griego asked for a motion from the Council to close the public hearing and return to regular session. 6:13PM

APPROVAL: Motion to close the public hearing and return to regular session
MOVED: Councilor Ortiz
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Runyon – yes; Councilor Romero – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Mayor Griego asked for a recommendation regarding the liquor license

APPROVAL: Motion to approve the liquor license for Teofilo's Restaurante
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Runyon – yes; Councilor Romero – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

3. Relocation Agreement between the Village of Los Lunas and Public Service Company of New Mexico (PNM)

Mayor Griego announced that the third item was removed from the agenda. No discussion or action was taken.

4. Resolution 26-09 - Acceptance and Approval of the Fiscal Year 2025 Audit

Finance Director Cheryl Cates and Independent Public Accountant (IPA) Chris provided an overview of the Village's Fiscal Year 2025 audit results. Mr. Chris explained that delays in the release of federal single audit compliance guidance resulted in statewide audit schedule extensions; however, the Village successfully completed its audit and received unmodified opinions on both its financial statements and federal grant compliance testing.

The auditors reported that the Village's financial records were well maintained, supporting documentation was provided in a timely manner, and no issues were encountered during the audit process. They noted that standard audit adjustments were required to convert the Village's records from the state-mandated cash basis reporting method to Generally Accepted Accounting Principles (GAAP), but no adjustments were related to deficiencies in the Village's financial reporting systems.

Mr. Chris further reported that there were no disagreements with management, no consultations with other auditors, and no issues affecting the auditors' ability to complete the audit. One procurement finding was identified involving cumulative purchases that exceeded the state procurement threshold without utilizing a formal Request for Proposals (RFP) process. Staff was advised to continue monitoring aggregate expenditures to ensure compliance with New Mexico procurement requirements.

Council members expressed appreciation for the presentation and commended Finance Director Cheryl Cates and her staff for their work. It was noted that the audit contained no significant findings requiring additional Council concern.

Mayor Griego asked for a recommendation regarding Resolution 26-09

APPROVAL: Motion to approve Resolution 26-09
MOVED: Councilor Romero
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

5. Resolution 26-11 Adopting the 2028-2032 Infrastructure Capital Improvement Plan (ICIP)

Assistant Public Works Director Brittany Armijo presented Resolution 26-11 adopting the Village of Los Lunas 2028–2032 Infrastructure Capital Improvements Plan (ICIP), a five-year planning tool used to identify, prioritize, and pursue funding for future infrastructure projects. Ms. Armijo reviewed updates made to the project list following Council direction provided at the previous meeting, including elevating the Huning Ranch East and West Connections to Los Lunas Boulevard into the top five priority projects and moving Sports Complex Improvements to the seventh priority position.

Council discussed the addition of a future roadway improvement project involving a potential roadway realignment and turning lane near Village offices. Staff indicated the project was currently in the planning stages and agreed to add it to the ICIP project list. Council also discussed potential improvements at the Sports Complex, including artificial turf installation, lighting, parking lot enhancements, and trail improvements. Parks and Recreation staff noted that project scope and costs are still being evaluated and would be further developed as funding opportunities become available.

Following discussion, staff requested approval of Resolution 26-11 and the associated ICIP project list for submission to the State of New Mexico by the July 1 deadline.

Mayor Griego asked for a recommendation regarding Resolution 26-11

APPROVAL: Motion to approve Resolution 26-11
MOVED: Councilor Runyon
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

6. Appoint Voting Delegate & Alternate – 2026 New Mexico Municipal League (NMML) Annual Conference

Village Administrator Gregory Martin presented a request for Council direction regarding the appointment of a voting delegate and alternate for the upcoming annual conference of the New Mexico Municipal League, scheduled to be held in Las Cruces in August. Mr. Martin explained that the appointed delegate would represent the Village during the League's business meeting and voting activities.

Following discussion regarding anticipated attendance by Council members, Mr. Martin indicated his willingness to serve as the Village's voting delegate. He also recommended Library Director Cynthia Shetter as the alternate delegate, subject to her availability. Council discussed the appointments and expressed support for the proposed designations.

Mayor Griego asked for a recommendation regarding the appointment of Gregory Martin as the voting delegate and Cynthia Shetter as the alternate for the NMML Annual Conference.

APPROVAL: Motion to approve the appointment of Gregory Martin and Cynthia Shetter as the voting delegate and alternate
MOVED: Councilor Ortiz
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

7. Agreement between Valencia County and the Village of Los Lunas to provide housing and care of municipal detainees

Village Administrator Gregory Martin and Village Attorney Larry Guggino presented a proposed Memorandum of Agreement (MOA) between the Village of Los Lunas and Valencia County regarding the housing of municipal detainees at the Valencia County Detention Center. Staff explained that the item was added to the agenda at the County's request and that limited time was available for review of the agreement prior to the meeting.

Discussion focused on the proposed increase in detention housing rates (from \$120.00 - \$200.00) and clarification of medical care responsibilities. Valencia County Detention Center Warden Randy Gutierrez explained that the increase was driven by costs associated with Senate Bill 425, which requires the provision of Medication-Assisted Treatment (MAT) services to inmates. He further clarified that the agreement applies only to municipal detainees and that, once detainees are accepted into county custody, Valencia County assumes responsibility for their care and associated liabilities. Questions were raised regarding language in the agreement pertaining to medical expenses and the need to clarify when the Village would be responsible for costs.

Following discussion, the Council expressed a desire to allow additional time for review and clarification of the agreement language, particularly regarding medical expense provisions. Staff indicated that the agreement could be brought back at a future meeting for further consideration and possible approval. No final action was taken on the item at this meeting.

Mayor Griego asked for a recommendation regarding tabling this item until the July 9, 2026 council meeting

APPROVAL: Motion to approve tabling this item until the July 9, 2026 council meeting
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

8. Executive Session.

Mayor Griego requested a motion from the Council to enter into executive session pursuant to NMSA 1978, Section 10-15-1(H), for discussion of matters authorized to be considered in a closed session. 6:53PM

APPROVAL: Motion to enter into executive session
MOVED: Councilor Ortiz
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

At 7:42PM, Mayor Griego requested a motion from the Council to reconvene the meeting following executive session discussion.

APPROVAL: Motion to reconvene regular session
MOVED: Councilor Ortiz
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Division Chief of Emergency Management & Fire Prevention/Fire Marshal – Mayor Griego recommended Reynaldo Carrillo.

APPROVAL: Motion to approve the hiring of Reynaldo Carrillo
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a DWI Compliance Coordinator – Mayor Griego recommended Cheryl Luna

APPROVAL: Motion to approve the hiring of Cheryl Luna
MOVED: Councilor Chavez
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Permit Technician – Mayor Griego recommended Nikkiah Sanchez

APPROVAL: Motion to approve the hiring of Nikkiah Sanchez
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Utility Billing Specialist – Mayor Griego recommended Leona Vigil

APPROVAL: Motion to approve the hiring of Leona Vigil
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a three (3) Utility Billing Clerks – Mayor Griego's first recommendation – Alyssa Riel

APPROVAL: Motion to approve the hiring of Alyssa Reil
MOVED: Councilor Ortiz
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of three (3) Utility Billing Clerks – Mayor Griego's second recommendation – Amber Olguin

APPROVAL: Motion to approve the hiring of Amber Olguin
MOVED: Councilor Runyon
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of three (3) Utility Billing Clerks – Mayor Griego’s third recommendation – Meloyde Tenorio

APPROVAL: Motion to approve the hiring of Meloyde Tenorio
MOVED: Councilor Ortiz
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Lead Construction Inspector – Mayor Griego recommended Manny Torres

APPROVAL: Motion to approve the hiring of Manny Torres
MOVED: Councilor Chavez
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Streets Laborer – Mayor Griego recommended Jason Baca

APPROVAL: Motion to approve the hiring of Jason Baca
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

9. MINUTES

Mayor Griego asked if there were any amendments/corrections to the June 11, 2026 Council Meeting minutes – there were none.

APPROVAL: Motion to approve the June 11, 2026 Council Meeting minutes
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

10. ADJOURNMENT.

Council meeting adjourned at 7:45PM.

Gregory D. Martin, Village Administrator

Charles Griego, Mayor