



Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax

Agenda

The following are the items for consideration at the Special Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors on December 21, 2015, convening at 9:00 a.m. at the Doña Ana Mutual Domestic Water Consumers Association Board Room 5535 Ledesma Dr., Las Cruces, NM 88007:

Call to Order & Roll Call

Approval of Agenda

Minutes:

1. Minutes of 12-08-2015 Regular Meeting

Approval of New Members & Meters

Customer Issues and Public Input

Public Input will be limited to 3 minutes per person

Board President Report

New Business

None

Consent Agenda

None

Unfinished Business

2. Approval to Award Fairview Water System Improvements Project Construction Contract
3. Approval of Resolution 2016 -01 Open Meetings Compliance
4. Approval of Annual Membership Meeting Agenda

Board Open Discussion

Adjournment

A copy of this agenda may be requested by phone by calling (575) 526-3491 or in person at 5535 Ledesma Drive, Las Cruces, NM 88007.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, if summary or other type of accessible format is needed, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Jennifer Horton at (575) 526-3491 on the Friday prior to the meeting or as soon as possible.

New Meters		Dec-15							Total Fees
Name	Address	Tap In Fee	Water	Rights	Membership Tax	Sewer	Other fees		
Tierra Del Sol	4351 Paseo Del Oro	\$ 1,340.67	\$ 1,750.00	EM	\$ 154.53	\$ -	\$ -	\$ 3,245.20	
Bianca Paz	2875 La Union	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
David Bond	1395 Via Norte	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
Lorraine Lowther	1040 Hare Rd.	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
Adrian L. Gonzalez	2900 La Union	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
David & Vonda Easen	3220 Dona Ana Rd.	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
Randall Reynolds	2965 Dona Ana Rd.	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
Mark A. Gaytan	4683 Del Norte	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
Arthur Borunda	4211 Lavender	\$ -	\$ -	\$ 75.00	\$ 3.75	\$ -	\$ -	\$ 78.75	
Totals		\$ 1,340.67	\$ 1,750.00	\$ 600.00	\$ 184.53	\$ -	\$ -	\$ 3,875.20	

\$ 3,875.20



December 14, 2015

#6323695

Ms. Jennifer J. Horton, Executive Director
Doña Ana Mutual Domestic Water Consumers Association
5535 Ledesma Drive, Las Cruces, NM 88007
P.O. Box 866, Doña Ana, NM 88032
(575) 526-3491, (575) 526-9306 (Fax)
jennifer@dawater.org

**RE: RECOMMENDATION REGARDING AWARD OF CONSTRUCTION CONTRACT FOR THE
DOÑA ANA MDWCA FAIRVIEW WATER SYSTEM IMPROVEMENTS PROJECT**

Dear Ms. Horton:

Bids were opened for the Doña Ana Mutual Domestic Water Consumers Association (MDWCA) Fairview Water System Improvements Project on December 4, 2015 at 5535 Ledesma Drive, Las Cruces, New Mexico 88007. Six bids were received for the project, and all bid packages were determined to be complete at the time of bid opening. The apparent low bidder was *Morrow Enterprises, Inc.* The **total** of the **Base Bids** ranged from one million, ninety-one thousand, five hundred thirteen dollars and zero cents (\$1,091,513.00) to two million, three hundred ninety-two thousand, eight hundred ninety-seven dollars and twenty cents (\$2,392,897.20). The totals of Additive Alternative #1 ranged from ten thousand, three hundred seventy-seven dollars and zero cents (\$10,377.00) to twenty-five thousand, three hundred one dollar and zero cents (\$25,301.00). Based on a review of the base bid and additive alternative the low bidder has been identified as responsive, thus the low bidder, *Morrow Enterprises, Inc.* with a total bid amount of one million, one hundred one thousand, eight hundred ninety dollars and zero cents (\$1,101,890.00) is recommended as the responsive low bidder. Please refer to the attached bid tabulation spreadsheets for a detailed breakdown of the bid received.

SMA investigated *Morrow Enterprises, Inc.*'s past experience. The references provided by *Morrow Enterprises, Inc.*, contacted by SMA, provided good feedback on their quality of work. Please refer to the References Contacted sheet included.

Souder, Miller & Associates recommends awarding the Base Bid and Additive Alternative #1 of the contract in the amount of \$1,101,890.00 to *Morrow Enterprises, Inc.* The Base Bid will be funded using the Drinking Water State Revolving Loan Fund and Additive Alternative #1 will be paid using Doña Ana MDWCA funds.

If the Association agrees, an agreement should be reached to "tentatively" award the construction contract to *Morrow Enterprises, Inc.* pending funding agency concurrence. We will then need a copy of the corresponding minutes to submit to the funding and review agency,

Ms. Jennifer J. Horton
December 14, 2015
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along with the Contractor's bid proposal, bid bond, qualification statement and compliance statement, to request concurrence from the funding agency in the award of the bid to *Morrow Enterprises, Inc.*

If the funding agency concurs with the decision of the board, the attached Notice of Award will be submitted to the contractor. The contractor will then have 15 days to deliver insurance, performance and payment bonds. Then the Notice to Proceed and Agreement between Owner and Contractor will be signed by Doña Ana MDWCA and sent to the Contractor.

Please feel free to contact either of the undersigned if you have any questions or concerns related to this recommendation of award.

Sincerely,
MILLER ENGINEERING, INC. D/B/A
SOUDER, MILLER & ASSOCIATES

Kristin F. Montoya, P.E.
Project Engineer
kristin.montoya@soudermiller.com

Lilla J. Reid, P.E.
Senior Engineer II
lilla.reid@soudermiller.com

Enclosures: Bid Tabulation, References Contacted, Notice of Award, Agreement between Owner and Contractor and Morrow Enterprises, Inc's Bid package

Bid Tabulation
December 4, 2015

Dofra Ana Mutual Domestic Water Consumers Association
Fairview Water Improvements Project

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	C&C		Merritt Enterprises, Inc.		Blue Construction Co. Inc.		Spartan Construction of HM LLC		Smith Construction, Inc.		All Inc.		Highland Enterprises, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1	Allow	Testing allowance (compaction, waterline clean-out)	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
2	1	LS	Pre and Post construction Video Documentation	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
3	1	LS	Traffic Control	\$ 50,000.00	\$ 50,000.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00	\$ 47,281.00
4	1	LS	Preparation, Removal and Maintenance of a Storm Water Pollution Prevention Plan (SWPPP)	\$ 10,000.00	\$ 10,000.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	\$ 2,455.00	
5	125	CY	Trenching and Excavation of 18"Ø recognized commercial pot line, removal and disposal to an approved landfill, importing approved backfill and all related appurtenances not included on Bid Form, CIP	\$ 63.00	\$ 7,875.00	\$ 58.00	\$ 7,230.00	\$ 53.76	\$ 6,720.00	\$ 48.878	\$ 6,112.25	\$ 60.00	\$ 7,500.00	\$ 253.26	\$ 31,657.50	\$ 187.25	\$ 23,406.25
6	6,382	LF	Furnish and install 12-inch C-900 PVC DR18 Pipe (incl. trenching, all required fittings, restraints, angles, thrust blocks, bedding, backfill, tracer wire, warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), CIP	\$ 25.00	\$ 159,550.00	\$ 22.25	\$ 142,037.50	\$ 20.00	\$ 127,692.00	\$ 18.557	\$ 118,879.00	\$ 22.00	\$ 140,406.00	\$ 42.00	\$ 269,250.00	\$ 26.10	\$ 167,584.20
7	600	LF	Furnish and install 12-inch C-900 PVC DR18 Pipe and provide 300' of cover (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), CIP	\$ 40.00	\$ 24,000.00	\$ 37.00	\$ 22,200.00	\$ 37.68	\$ 22,500.00	\$ 35.799	\$ 21,479.40	\$ 45.00	\$ 27,000.00	\$ 54.00	\$ 32,400.00	\$ 34.25	\$ 20,550.00
8	250	LF	Furnish and install 12-inch Buckle Iron (BI) Pipe (incl. pipe material and fittings, manholes, trenching, installation, bedding material, backfill, connections, utility crossings, backfill, disinfection, and all related appurtenances not listed in the Bid Form), CIP	\$ 50.00	\$ 12,500.00	\$ 45.00	\$ 11,250.00	\$ 40.00	\$ 10,000.00	\$ 36.000	\$ 9,000.00	\$ 50.00	\$ 12,500.00	\$ 21.00	\$ 5,250.00	\$ 51.25	\$ 12,812.50
9	12	EA	Furnish and install 12-inch diameter Gate Valve (incl. all related appurtenances not included on Bid Form), CIP	\$ 2,500.00	\$ 30,000.00	\$ 2,345.00	\$ 28,140.00	\$ 2,185.00	\$ 26,220.00	\$ 2,078.064	\$ 24,936.768	\$ 4,000.00	\$ 48,000.00	\$ 4,400.00	\$ 52,800.00	\$ 3,375.00	\$ 40,500.00
10	1	EA	Contractor to tie into existing 18-inch Vitracore (incl. all related appurtenances not included on Bid Form), CIP	\$ 1,500.00	\$ 1,500.00	\$ 1,394.00	\$ 1,394.00	\$ 1,250.00	\$ 1,250.00	\$ 1,227.07	\$ 1,227.07	\$ 1,500.00	\$ 1,500.00	\$ 1,850.00	\$ 1,850.00	\$ 1,500.00	\$ 1,500.00
11	955	LF	Furnish and install 8-inch C-900 PVC DR18 Pipe (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), CIP	\$ 30.00	\$ 28,650.00	\$ 25.00	\$ 23,875.00	\$ 23.88	\$ 22,740.00	\$ 22.42	\$ 21,425.10	\$ 32.40	\$ 30,960.00	\$ 36.00	\$ 34,425.00	\$ 70.00	\$ 66,850.00
12	3	EA	Furnish and install 8-inch Diameter Gate Valve (incl. all related appurtenances not included on Bid Form), CIP	\$ 2,000.00	\$ 6,000.00	\$ 1,784.00	\$ 5,352.00	\$ 1,600.00	\$ 4,800.00	\$ 1,587.362	\$ 4,762.086	\$ 2,300.00	\$ 6,900.00	\$ 1,945.00	\$ 5,835.00	\$ 3,120.00	\$ 9,360.00
13	4,727	LF	Furnish and install 8-inch C-900 PVC DR18 Pipe (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), CIP	\$ 25.00	\$ 118,175.00	\$ 21.00	\$ 99,267.00	\$ 18.30	\$ 86,505.00	\$ 16.044	\$ 75,835.42	\$ 25.00	\$ 118,175.00	\$ 47.00	\$ 222,550.00	\$ 62.25	\$ 294,347.25
14	11	EA	Furnish and install 8-inch Diameter Gate Valve (incl. all related appurtenances not included on Bid Form), CIP	\$ 1,800.00	\$ 19,800.00	\$ 1,475.00	\$ 16,225.00	\$ 1,318.00	\$ 14,508.00	\$ 1,278.962	\$ 14,063.562	\$ 2,000.00	\$ 22,000.00	\$ 1,855.00	\$ 20,405.00	\$ 1,770.00	\$ 19,470.00

Bid Tabulation
December 4, 2015

Doña Ana Mutual Domestic Water Consumers Association
Fairview Water Improvement Project

ITEM NO.	QTY.	UNIT	ITEM DESCRIPTION	OHCO			Martinez Irrigation, Inc.			Blitt Construction Co., Inc.			Equation Construction of NM LLC			Smith Construction, Inc.			Agua y Fertilizantes, Inc.					
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE					
15	EA	20	Connect existing water meter to new water line (incl. pot-holing, trenching, waste excavation, import backfill, poly/lin, valves, curb stop, and all related appurtenances not included separately on Bid Form), CIP	\$ 1,400.00	\$ 28,000.00	\$ 345.00	\$ 6,900.00	\$ 892.49	\$ 17,849.80	\$ 1,056.44	\$ 21,128.87	\$ 311.23	\$ 6,224.60	\$ 550.00	\$ 11,000.00	\$ 2,200.00	\$ 44,000.00	\$ 59.70	\$ 1,194.00	\$ 3,984.00	\$ 79,680.00	\$ 13,908.00	\$ 278,160.00	
16	EA	20	Connect existing water meter to new waterline (incl. horizontal directional drilling, waste excavation, import backfill, poly/lin, seals, curb stop, and all related appurtenances not included separately on Bid Form), CIP	\$ 3,000.00	\$ 60,000.00	\$ 391.00	\$ 7,820.00	\$ 400.61	\$ 8,010.61	\$ 1,248.36	\$ 24,967.20	\$ 35.42	\$ 708.40	\$ 1,407.00	\$ 28,140.00	\$ 42,050.00	\$ 841,000.00	\$ 8,410.00	\$ 168,200.00	\$ 3,364.00	\$ 67,280.00	\$ 134,560.00	\$ 2,691,200.00	
17	EA	11	Furnish & install New Fire Hydrant (incl. 8" CIP pipe installed through existing driveway with 8-inch diameter hydrant and gate valve), CIP	\$ 5,000.00	\$ 55,000.00	\$ 4,074.00	\$ 44,814.00	\$ 3,845.05	\$ 42,295.55	\$ 4,729.862	\$ 52,028.28	\$ 1,138.48	\$ 12,523.28	\$ 3,500.00	\$ 38,500.00	\$ 55,000.00	\$ 605,000.00	\$ 5,495.00	\$ 60,445.00	\$ 11,889.00	\$ 130,779.00	\$ 151,664.00	\$ 1,668,304.00	
18	SY	2,140	Remove and replace existing driveway with 4-inch HMA with 6-inch base course and 12-inch subgrade prep, assumed 3-foot width (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, tack coat, asphalt, and restoration of pavement markings to preconstruction configuration), CIP	\$ 43.00	\$ 92,420.00	\$ 205.00	\$ 438,700.00	\$ 83.10	\$ 177,864.00	\$ 388.67	\$ 831,715.20	\$ 18,207.26	\$ 39,064.44	\$ 85.00	\$ 182,900.00	\$ 711,000.00	\$ 1,521,300.00	\$ 46,000.00	\$ 982,000.00	\$ 58,000.00	\$ 1,236,000.00	\$ 112,420.00	\$ 2,400,620.00	
19	SY	60	Remove and replace existing driveway with 4-inch HMA with 6-inch base course and 12-inch subgrade prep, assumed 4-foot width (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, tack coat, asphalt, and restoration of pavement markings to preconstruction configuration), CIP	\$ 35.00	\$ 2,100.00	\$ 36.00	\$ 2,160.00	\$ 70.00	\$ 4,200.00	\$ 87.00	\$ 5,220.00	\$ 2,022.00	\$ 121,320.00	\$ 87.00	\$ 5,220.00	\$ 5,220.00	\$ 313,200.00	\$ 74.25	\$ 4,455.00	\$ 5,220.00	\$ 313,200.00	\$ 4,455.00	\$ 267,745.00	
20	SY	454	Remove and replace existing driveway with 6-inch thick concrete, assumed 3-foot width (incl. saw cut, removal and disposal of existing concrete to an approved site and proper moisture and compaction), CIP	\$ 50.00	\$ 22,700.00	\$ 71.00	\$ 32,234.00	\$ 200.00	\$ 90,800.00	\$ 44.295	\$ 20,110.70	\$ 43,800.87	\$ 1,950,000.00	\$ 54.00	\$ 24,516.00	\$ 24,516.00	\$ 1,225,734.00	\$ 171.00	\$ 77,634.00	\$ 3,192.00	\$ 145,116.00	\$ 68,556.00	\$ 3,117,116.00	
21	SY	380	Remove and replace existing gravel driveway with 6-inch base course and 12-inch subgrade prep, assumed 5-foot width (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, tack coat, asphalt, and restoration of pavement markings to preconstruction configuration), CIP	\$ 10.00	\$ 3,800.00	\$ 6.00	\$ 2,280.00	\$ 45.25	\$ 17,205.00	\$ 38.402	\$ 14,612.76	\$ 1,122.25	\$ 426,455.00	\$ 206.00	\$ 78,300.00	\$ 7,830.00	\$ 298,530.00	\$ 42.20	\$ 16,036.00	\$ 6,864.00	\$ 261,696.00	\$ 16,036.00	\$ 613,226.00	
22	SY	371	Remove and replace existing 4-inch thick gravel driveway (incl. removal and disposal of existing gravel), CIP	\$ 5.00	\$ 1,855.00	\$ 4.00	\$ 1,484.00	\$ 36.00	\$ 13,416.00	\$ 17.980	\$ 6,663.80	\$ 3,600.42	\$ 134,375.78	\$ 24.00	\$ 8,904.00	\$ 8,904.00	\$ 33,000.00	\$ 19.85	\$ 7,347.15	\$ 3,192.00	\$ 118,183.15	\$ 19,850.00	\$ 740,723.15	
23	SY	100	Remove and replace existing grass (incl. reseeding, removal and disposal of existing grass to an approved site), CIP	\$ 5.00	\$ 500.00	\$ 15.00	\$ 1,500.00	\$ 26.25	\$ 2,625.00	\$ 24.536	\$ 2,453.60	\$ 7,465.62	\$ 746.562	\$ 21.00	\$ 2,100.00	\$ 2,100.00	\$ 7,710.00	\$ 34.26	\$ 3,426.00	\$ 1,456.00	\$ 145,600.00	\$ 34.26	\$ 3,426.00	
24	SY	50	Remove and replace existing wire wrapped (IP rap), CIP	\$ 3,000.00	\$ 150,000.00	\$ 82.00	\$ 41,000.00	\$ 288.00	\$ 14,400.00	\$ 18,323	\$ 916,150.00	\$ 4,873.85	\$ 243,692.50	\$ 900.00	\$ 45,000.00	\$ 4,900.00	\$ 245,000.00	\$ 1,970.00	\$ 98,500.00	\$ 3,950.00	\$ 197,500.00	\$ 7,710.00	\$ 385,500.00	
25	LF	840	Furnish and install 12-inch Ductile iron pipe (incl. origie hangers, transition coupling and all related appurtenances not included on Bid Form), CIP	\$ 1,000.00	\$ 840,000.00	\$ 334.00	\$ 280,760.00	\$ 3,550.00	\$ 2,982,000.00	\$ 1,467.25	\$ 1,232,220.00	\$ 2,500.00	\$ 2,100,000.00	\$ 1,350.00	\$ 1,134,000.00	\$ 86,400.00	\$ 727,200.00	\$ 735.00	\$ 616,200.00	\$ 2,100.00	\$ 1,764,000.00	\$ 2,100.00	\$ 1,764,000.00	\$ 14,568,000.00
26	LF	125	Furnish and install 12-inch Ductile iron pipe (incl. origie casing trench pipe placement, including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "M" manufactured bolts, flanges, gaskets, 12-inch PVC 900 (M) 12" pipe, redlineless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	\$ 500.00	\$ 62,500.00	\$ 335.00	\$ 41,875.00	\$ 390.00	\$ 48,750.00	\$ 318.902	\$ 39,862.75	\$ 2,122.23	\$ 265,278.75	\$ 350.00	\$ 43,750.00	\$ 43,750.00	\$ 54,687.50	\$ 435.00	\$ 54,375.00	\$ 2,100.00	\$ 262,500.00	\$ 575.00	\$ 71,875.00	\$ 718,750.00

Bid Tabulation
December 4, 2015

Defina Ana Mutual Domestic Water Consumers Association
Fairview Water Improvements Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	DHCC		Multiple Enterprises, Inc.		Blair Construction Co., Inc.		Spartan Construction of NM LLC		Smithco Constructors, Inc.		NVL Inc.		Highland Enterprises, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
27	Pischo Avenue/Barnett steel casing trenchless pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, magslags, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CP	LF	55	\$ 860.00	\$ 47,500.00	\$ 370.00	\$ 20,350.00	\$ 310.00	\$ 17,050.00	\$ 240.00	\$ 13,200.00	\$ 350.00	\$ 19,250.00	\$ 425.00	\$ 23,375.00	\$ 520.00	\$ 28,600.00
28	School General/Valero Colony steel casing trenchless pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, magslags, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CP	LF	35	\$ 500.00	\$ 17,500.00	\$ 377.00	\$ 13,195.00	\$ 457.00	\$ 15,995.00	\$ 340.00	\$ 11,900.00	\$ 340.00	\$ 11,900.00	\$ 680.00	\$ 23,800.00	\$ 515.00	\$ 18,025.00
29	School Lateral/Barnett Drive steel casing trenchless pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, magslags, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CP	LF	35	\$ 500.00	\$ 17,500.00	\$ 358.00	\$ 12,530.00	\$ 185.00	\$ 6,425.00	\$ 258.00	\$ 9,030.00	\$ 350.00	\$ 12,250.00	\$ 734.00	\$ 25,700.00	\$ 1,345.00	\$ 46,975.00
30	Pischo Drain/Pischo Avenue steel casing open cut pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, magslags, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CP	LF	120	\$ 300.00	\$ 36,000.00	\$ 110.00	\$ 13,200.00	\$ 137.00	\$ 16,440.00	\$ 113.514	\$ 13,621.68	\$ 200.00	\$ 24,000.00	\$ 165.00	\$ 19,800.00	\$ 165.00	\$ 19,800.00
31	Pischo Virata/Pischo Avenue steel casing open cut pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, magslags, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CP	LF	70	\$ 300.00	\$ 21,000.00	\$ 110.00	\$ 8,300.00	\$ 125.00	\$ 8,750.00	\$ 115.514	\$ 8,088.38	\$ 300.00	\$ 21,000.00	\$ 722.00	\$ 24,554.00	\$ 325.00	\$ 22,750.00
32	Pischo Avenida/Vista Road steel casing trenchless pipe installation at Station 25+50 of Pischo Avenue, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, magslags, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CP	LF	110	\$ 500.00	\$ 55,000.00	\$ 337.00	\$ 37,070.00	\$ 215.00	\$ 23,650.00	\$ 268.502	\$ 29,535.22	\$ 350.00	\$ 38,500.00	\$ 454.00	\$ 49,940.00	\$ 600.00	\$ 66,000.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	OPCC		Mastrow Enterprises, Inc.		Bryn Construction Co. Inc.		Spartan Construction of DM LLC		Spartan Construction, Inc.		AUI Inc.		Highland Enterprises, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
33	Piache Avenue/Private Road steel casing trenchless pipe installation at Station 43+86 of Piache Avenue, including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "2" manufactured seals, fittings, megalugs, 12-inch PVC C-500 DR18 pipe, manless gaslets, and all required apparatuses not otherwise listed in Bid Form as shown on detail sheet, CIP	LF	45	\$ 380.00	\$ 22,500.00	\$ 385.00	\$ 17,370.00	\$ 384.00	\$ 13,780.00	\$ 368.50	\$ 12,073.50	\$ 350.00	\$ 15,750.00	\$ 340.00	\$ 15,300.00	\$ 345.00	\$ 12,525.00
34	Ray Larkin Road/Piache Avenue steel casing open cut pipe placement, including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "2" manufactured seals, fittings, megalugs, 12-inch PVC C-500 DR18 pipe, manless gaslets, and all required apparatuses not otherwise listed in Bid Form as shown on detail sheet, CIP	LF	40	\$ 300.00	\$ 12,000.00	\$ 334.00	\$ 13,360.00	\$ 336.00	\$ 13,440.00	\$ 313.34	\$ 12,533.60	\$ 240.00	\$ 9,600.00	\$ 274.00	\$ 10,960.00	\$ 270.00	\$ 10,800.00
35	Healds Road/Piache Avenue steel casing open cut pipe placement, including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "2" manufactured seals, fittings, megalugs, 12-inch PVC C-500 DR18 pipe, manless gaslets, and all required apparatuses not otherwise listed in Bid Form as shown on detail sheet, CIP	LF	45	\$ 300.00	\$ 13,500.00	\$ 330.00	\$ 14,850.00	\$ 336.00	\$ 15,120.00	\$ 313.34	\$ 14,100.30	\$ 200.00	\$ 9,000.00	\$ 272.00	\$ 12,240.00	\$ 215.00	\$ 9,675.00
36	Del Rio Drain/Piache Avenue steel casing trenchless installation, including 24-inch steel casing, 12-inch support spacers, mechanical joint adapters, type "2" manufactured seals, fittings, megalugs, 12-inch PVC C-500 DR18 pipe, manless gaslets, and all required apparatuses not otherwise listed in Bid Form as shown on detail sheet, CIP	LF	140	\$ 500.00	\$ 70,000.00	\$ 524.00	\$ 73,360.00	\$ 507.00	\$ 70,980.00	\$ 483.00	\$ 67,620.00	\$ 350.00	\$ 49,000.00	\$ 415.00	\$ 58,100.00	\$ 395.00	\$ 55,300.00
37	Barnett Drive/Private Drain steel casing open cut pipe placement at Station 1+35 of Barnett Road, including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "2" manufactured seals, fittings, megalugs, 12-inch PVC C-500 DR18 pipe, manless gaslets, and all required apparatuses not otherwise listed in Bid Form as shown on detail sheet, CIP	LF	30	\$ 300.00	\$ 9,000.00	\$ 308.00	\$ 9,240.00	\$ 295.00	\$ 8,850.00	\$ 273.34	\$ 8,199.30	\$ 200.00	\$ 6,000.00	\$ 288.00	\$ 8,640.00	\$ 204.00	\$ 6,120.00
38	Barnett Drive/Private Drain steel casing open cut pipe placement at Station 9+71 of Barnett Road, including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "2" manufactured seals, fittings, megalugs, 12-inch PVC C-500 DR18 pipe, manless gaslets, and all required apparatuses not otherwise listed in Bid Form as shown on detail sheet, CIP	LF	30	\$ 300.00	\$ 9,000.00	\$ 308.00	\$ 9,240.00	\$ 295.00	\$ 8,850.00	\$ 273.34	\$ 8,199.30	\$ 200.00	\$ 6,000.00	\$ 288.00	\$ 8,640.00	\$ 204.00	\$ 6,120.00
39	Barnett Drive/Private Drain steel casing open cut pipe placement at Station 18+15 of Barnett Road, including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "2" manufactured seals, fittings, megalugs, 12-inch PVC C-500 DR18 pipe, manless gaslets, and all required apparatuses not otherwise listed in Bid Form as shown on detail sheet, CIP	LF	30	\$ 300.00	\$ 9,000.00	\$ 308.00	\$ 9,240.00	\$ 295.00	\$ 8,850.00	\$ 273.34	\$ 8,199.30	\$ 200.00	\$ 6,000.00	\$ 288.00	\$ 8,640.00	\$ 204.00	\$ 6,120.00

Bid Tabulation
December 4, 2015

Dona Ana Mutual Domestic Water Consumers Association
Fairview Water Improvements Project

ITEM NO.	UNIT	QTY.	ITEM DESCRIPTION	ORCC		Marrow Enterprises, Inc.		Barr Construction Co., Inc.		Scampton Construction of NM, LLC		Simmons Construction, Inc.		Highland Enterprises, Inc.		
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
40	LF	30	Samart Drive/Valle Drive steel railing open air pipe placement at Station 25+80 of Samart Road, (including 24-inch steel casing, 12-inch steel support column, mechanical joint adapters, type "Z" manufactured seals, fittings, magnets, 12-inch PVC C-900 DR13 pipes, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CIP	\$ 300.00	\$ 9,000.00	\$ 320.00	\$ 9,600.00	\$ 410.00	\$ 12,300.00	\$ 420.00	\$ 12,600.00	\$ 280.00	\$ 8,400.00	\$ 280.00	\$ 8,400.00	\$ 8,400.00
41	LF	120	Piacho Drive/Beaver Drive steel casing open air pipe placement, (including 24-inch steel casing, 12-inch steel support column, mechanical joint adapters, type "Z" manufactured seals, fittings, magnets, 12-inch PVC C-900 DR13 pipes, stainless gaskets, and all required accessories not otherwise listed in Bid Form) as shown on detail sheet, CIP	\$ 300.00	\$ 36,000.00	\$ 310.00	\$ 37,200.00	\$ 410.00	\$ 49,200.00	\$ 420.00	\$ 50,400.00	\$ 280.00	\$ 33,600.00	\$ 280.00	\$ 33,600.00	\$ 33,600.00
42	EA	12	Furnish & install 2-inch Air-Conditionation Valve w/ flow and Extension on Waterline (incl. trenching and concrete vault), CIP	\$ 3,500.00	\$ 42,000.00	\$ 4,250.00	\$ 51,000.00	\$ 4,500.00	\$ 54,000.00	\$ 4,600.00	\$ 55,200.00	\$ 6,900.00	\$ 82,800.00	\$ 6,900.00	\$ 82,800.00	\$ 82,800.00
43	EA	2	Furnish & install 2-inch Air-Conditionation Valve w/ flow and Extension on Waterline (incl. trenching and concrete vault), CIP	\$ 3,000.00	\$ 6,000.00	\$ 3,833.00	\$ 7,666.00	\$ 3,220.00	\$ 6,440.00	\$ 3,784.336	\$ 7,568.672	\$ 4,650.76	\$ 9,301.52	\$ 5,655.00	\$ 11,310.00	\$ 11,310.00
44	EA	1	Flow into existing 2-inch well waterline on Doves View near Station 54+55, using a 60-inch reducer and a 2-inch gate valve (incl. patching, trenching, bedding material, and all related accessories not included separately in Bid Form), CIP	\$ 1,500.00	\$ 1,500.00	\$ 1,794.00	\$ 1,794.00	\$ 2,500.00	\$ 2,500.00	\$ 3,372.355	\$ 3,372.355	\$ 2,972.36	\$ 2,972.36	\$ 3,447.00	\$ 3,447.00	\$ 3,447.00
45	EA	1	Flow into existing 2-inch well waterline on Apple View Pl. near Station 54+55, using a 60-inch reducer and a 2-inch gate valve (incl. patching, trenching, bedding material, and all related accessories not included separately in Bid Form), CIP	\$ 2,500.00	\$ 2,500.00	\$ 1,794.00	\$ 1,794.00	\$ 2,576.00	\$ 2,576.00	\$ 3,726.50	\$ 3,726.50	\$ 2,726.50	\$ 2,726.50	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Base Bid Subtotal Cost				\$ 4,699,300.00	\$ 4,699,300.00	\$ 5,445,800.00	\$ 5,445,800.00	\$ 6,254,800.00	\$ 6,254,800.00	\$ 6,744,800.00	\$ 6,744,800.00	\$ 4,284,800.00	\$ 4,284,800.00	\$ 4,284,800.00	\$ 4,284,800.00	
Difference between Bid Form and Total Price Submitted																

Bid Tabulation
December 4, 2015

Defis Ana Mutual Domestic Water Consumers Association
Fairview Water Improvements Project

ITEM NO.	ITEM DESCRIPTION	LIMIT	QTY.	ORCC		Mores		Birn Construction Co. Int.		Spartan Construction of NJ LLC		Smith's Construction, Inc.		AUI Inc.		Align and Engraves, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1-A	Furnish and install 6-inch C-900 PVC DCRB Pipe (inc. trenching, all required fittings, manholes, underground pipe, etc.) including bedding, backfill, trench walls, warning flags, construction, distribution, repairs areas to match existing conditions and all related separances not included on Bid Form), CP	LF	175	\$ 21.00	\$ 3,675.00	\$ 21.00	\$ 3,675.00	\$ 26.50	\$ 4,637.50	\$ 23.271	\$ 4,072.43	\$ 25.00	\$ 4,375.00	\$ 78.00	\$ 13,500.00	\$ 58.30	\$ 9,765.00
2-A	Furnish & install new fire hydrant (inc. PVC pipe required from mainline to assembly, Contractor furnished fittings, and gate valve, etc.), CP	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 4,737.00	\$ 4,737.00	\$ 3,871.00	\$ 3,871.00	\$ 4,063.98	\$ 4,063.97	\$ 5,000.00	\$ 5,000.00	\$ 4,477.00	\$ 4,477.00	\$ 4,895.00	\$ 4,895.00
3-A	Connect existing water meter to new waterline (incl. porting, trenching, waste excavations, import backfill, polyline, saddle, curb stop, and all related separances not included separately on Bid Form), CP	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 1,100.00	\$ 3,300.00	\$ 383.00	\$ 1,149.00	\$ 1,488.391	\$ 4,465.17	\$ 559.00	\$ 1,677.00	\$ 1,644.00	\$ 4,932.00	\$ 3,888.00	\$ 11,310.00
4-A	Connect existing water meter to new waterline (incl. horizontal directional drilling, waste excavation, import backfill, polyline, saddle, curb stop, and all related separances not included separately on Bid Form), CP	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 546.00	\$ 546.00	\$ 389.00	\$ 389.00	\$ 2,304.837	\$ 2,304.83	\$ 1,459.00	\$ 1,459.00	\$ 3,706.00	\$ 3,706.00	\$ 389.00	\$ 389.00
5-A	Remove and replace existing gravel of (wayway with 6-inch base course and 12-inch subgrade, prep. assumed 3-foot width) (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, back cost, asseal, and assurance of pavement markings to preconstruction configuration), CP	SY	50	\$ 50.00	\$ 2,500.00	\$ 8.00	\$ 400.00	\$ 102.69	\$ 5,132.50	\$ 350.76	\$ 1,753.80	\$ 20.00	\$ 3,900.00	\$ 37.69	\$ 1,884.50	\$ 52.30	\$ 2,615.00
- Additive Alternative #1 Subtotal Cost				\$ 3	\$ 15,875.00	\$ -	\$ -	\$ -	\$ -	\$ 13,463.51	\$ 13,463.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Difference between Bid Form and Total Price Calculated				\$	\$ 1,705,975.00	\$	\$ 1,101,890.00	\$	\$ 1,150,485.90	\$	\$ 1,237,987.30	\$	\$ 1,306,995.00	\$	\$ 1,809,352.00	\$	\$ 2,411,562.70

Note: Items shown in red are different than what was submitted on the Bid Form.

CERTIFICATION:

I certify that the above figures are the evaluated bid prices from those submitted in the Bid Form.


 Lilla J. Reid
 Souder, Miller & Associates

04-Dec-15
 Date

December 2015
References Contacted-
Morrow Enterprises, Inc.

Person Contacted: Carl Clark
Company Contacted: City of Las Cruces
Phone No.: (575) 639-3085
Project Name: West Mesa Phase 2 (36-inch waterline extension and highway bore)
Contract Amount: \$1,184,027.58
Project Year: 2013

Questions:

Was the project completed on schedule?

Yes, it was on schedule.

Was the project completed on budget?

It was slightly higher, than what was awarded, but still with our contingency.

Was the contractor easy to work with?

Yes, very easy to work with.

What was the quality of work?

Very good quality.

Were there any change orders? If so, explain.

Yes, there were two change orders. Change order #1 was for an additional \$14,000. NMDOT made us move our bore pit which required a longer bore. Morrow had to purchase a new machine and didn't charge us for it. They stuck to the original unit price for the linear footage of the bore. Change order #2 for to add joint restraints that were not originally called out in the plans.

Were there any problems? If so, explain.

No problems, except minor issues with pay request submittals. Sometimes the formulas in the spreadsheets were not utilized correctly.

Are there any additional comments?

No.

Person Contacted: George Esqueda
Company Contacted: Engineers Inc.
Phone No.: (575) 538-5395
Project Name: City of Lordsburg CDBG and NMFA Water System Improvements Projects
Contract Amount: \$877,678.36
Project Year: 2014

Questions:

Was the project completed on schedule?

Yes, all projects that we have worked with them on have been completed on schedule.

December 2015
References Contacted-
Morrow Enterprises, Inc.

Was the project completed on budget?

Yes, there were not any issues with budget. There were some overages, but they were Owner requested and Morrow was always fair in negotiations of unit prices.

Was the contractor easy to work with?

Yes, in my opinion, they are one of the better contractors to work with. Warren, Leonard and Kimberly have been very good at communicating with us about any issues.

What was the quality of work?

Their quality of work is good.

Were there any change orders? If so, explain.

Yes, but they were Owner requested.

Were there any problems? If so, explain.

There were not any problems that were unresolvable without a sit down meeting with the team.

Are there any additional comments?

They do a good job and always work to provide a good product. I do not hesitate in recommending them.

Person Contacted: Wayland Oliver

Company Contacted: Engineers Inc.

Phone No.: (575) 461-0181

Project Name: Malaga Water System Improvements IV-B

Contract Amount: \$313,965.34

Project Year: 2014

Questions:

Was the project completed on schedule?

Yes, it was completed on budget.

Was the project completed on budget?

Yes.

Was the contractor easy to work with?

Yes, they were easy to work with and they did a good job on their paperwork, which is not always the case with subcontractors.

What was the quality of work?

There were no issues with quality.

Were there any change orders? If so, explain.

Yes, there was some extra money, so the Owner extended the project.

Were there any problems? If so, explain.

No problems. It was a good project.

Are there any additional comments?

No, other than there were no issues I can think of.

NOTICE OF AWARD

Date of Issuance: _____

Owner: Doña Ana MDWCA Owner's Contract No.:
Engineer: Souder, Miller & Associates Engineer's Project No.: 6323695
Project: Fairview Water System Contract Name: Doña Ana MDWCA Fairview Water
Improvements Project System Improvements Project
Bidder: Morrow Enterprises, Inc.
Bidder's Address: P.O. Box 1747, Las Cruces, NM 88004

TO BIDDER:

You are notified that Owner has accepted your Bid, dated December 4, 2015, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The installation of 12, 8 and 6-inch PVC C-900, 12-inch ductile iron pipe, including all related appurtenances, connections to existing infrastructure, replacement of existing infrastructure, placement of air combination vacuum valves, fire hydrants, gate valves and replacement of asphalt pavement.

The Contract Price of the awarded Contract is: \$ 1,101,890 [subject to unit prices]

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. [revise if multiple copies accompany the Notice of Award]

a set of the Drawings will be delivered separately from the other Contract Documents.

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

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Contractor to submit construction schedule on or before the day of the preconstruction meeting.

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

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

Owner: _____
Authorized Signature

By: Jennifer J. Horton

Title: Executive Director

Date Issued: _____

Copy: Engineer

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

THIS AGREEMENT is by and between _____ Doña Ana MDWCA _____ ("Owner") and
_____ Morrow Enterprises, Inc. _____ ("Contractor"),

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Installation of 12, 8 and 6-inch PVC C-900, 12-inch ductile iron, including all related appurtenances, connections to existing infrastructure, replacement of existing infrastructure, placement of air combination vacuum valves, fire hydrants, gate valves and replacement of asphalt pavement.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Souder, Miller & Associates ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, with an estimated total of all unit price work equivalent to \$1,101,890.00 (one million, one hundred one thousand, eight hundred ninety dollars and zero cents).

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

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 100 percent of Work completed; and
 - b. 100 percent of cost of materials and equipment not incorporated in the work
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1.5% per month, or other rate mutually agreed between the Owner and Contractor prior to presentation of corresponding Application for Payment.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert 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.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of

such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to , inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to , inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings listed on the attached sheet index.
 - 8. Addenda (numbers to , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to , inclusive), plus required attachments to the Bid as stipulated in Article 7 of the Bid Form, including but not necessarily limited to List of Proposed Subcontractors, List of Proposed Suppliers, List of Proposed Equipment Manufacturers.
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

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

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

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

P.O. Box 866

Dofia Ana, New Mexico 88032

License No.: _____
(where applicable)

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

Agency Concurrence:

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency: _____

By: _____

Date: _____

Title: _____

Morrow Enterprises, Inc.
6525 W. Picacho Ave.
P.O. Box 1747
Las Cruces, NM 88004
575-526-1178
www.morrownm.com

NM Lic. NO. 51154

Contractor Reg. No. (DOL) 03031420140421

Fairview water system
Improvements Project

December 4, 2014

2:00 p.m.

Dona Ana MBDWCA
Attn: Ms. Jennifer J. Horton
5535 Ledesma Dr.
Las Cruces, NM 88007

Dona Ana MDWCA

DEC 04 2015

Received by



J. Horton

BID FORM

Fairview Water System Improvements

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Doña Ana MDWCA
5535 Ledesma Drive
Las Cruces, NM 88007

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 – BIDDER’S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1-one</u>	<u>11-30-15</u>
<u>2-two</u>	<u>12-3-15</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. 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 any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. 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.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. 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;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "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;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Note: Gross receipts tax not included.

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	TOTAL PRICE
1	Material Testing Allowance	Allow	1	\$7,000	\$7,000
2	Pre and Post construction video documentation	LS	1	1,477.00	1,477.00
3	Traffic Control	LS	1	47,760.00	47,760.00
4	Preparation, Implementation and Maintenance of a Storm Water Pollution Prevention Plan (SWPPP)	LS	1	2,095.00	2,095.00
5	Trenching and Excavation of NMED recognized contaminated soil (incl. removal and disposal to an approved landfill, importing approved backfill and all related appurtenances not included on Bid Form), CIP	CY	125	30.00	3,750.00

6	Furnish and Install 12-inch C-900 PVC DR18 Pipe (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), (CIP)	LF	6,562	37.00	242,794.00
7	Furnish and Install 12-inch C-900 PVC DR18 Pipe and provide 5.00' of cover (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, "DAMDWCA" warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), (CIP)	LF	625	37.00	23,125.00
8	Furnish & Install 12-inch Ductile Iron (DI) Pipe (incl. pipe material and fittings, megalugs, trenching, installation, bedding material, backfill, compaction, utility crossings, testing, disinfection, and all related appurtenances not listed in the Bid Form), CIP	LF	250	52.00	13,000.00
9	Furnish & Install 12-inch Diameter Gate Valve (incl. all related appurtenances not included on Bid Form), CIP	EA	12	3,246.00	38,952.00
10	Contractor to tie into existing 10-inch Waterline (incl. all related appurtenances not included on Bid Form), CIP	EA	1	1,843.00	1,843.00
11	Furnish and Install 8-inch C-900 PVC DR18 Pipe (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), CIP	LF	955	25.00	23,875.00
12	Furnish & Install 8-inch Diameter Gate Valve (incl. all related appurtenances not included on Bid Form), CIP	EA	3	1,734.00	5,202.00
13	Furnish and Install 6-inch C-900 PVC DR18 Pipe (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, warning tape, compaction, disinfection, regrade area to match existing conditions and all related appurtenances not included on Bid Form), CIP	LF	4,737	19.00	90,003.00
14	Furnish & Install 6-inch Diameter Gate Valve (incl. all related appurtenances not included on Bid Form), CIP	EA	11	1,479.00	16,269.00
15	Connect existing water meter to new waterline (incl. potholing, trenching, waste excavation, import backfill, polyline, saddle, curb stop, and all related appurtenances not included separately on Bid Form), CIP	EA	20	316.00	6,320.00

16	Connect existing water meter to new waterline (incl. horizontal directional drilling, waste excavation, import backfill, polyline, saddle, curb stop, and all related appurtenances not included separately on Bid Form), CIP	EA	29	391.00	11,339.00
17	Furnish & Install New Fire Hydrant (incl. PVC pipe required from mainline to assembly, Contractor furnished fittings, and gate valve, etc.), CIP	EA	11	4,614.00	50,754.00
18	Remove and replace existing roadway with 3-inch HMAc with 8-inch base course and 12-inch subgrade prep; (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, tack coat, asphalt, and restoration of pavement markings to preconstruction configuration), CIP	SY	2,140	26.00	55,640.00
19	Remove and replace existing driveway with 2-inch HMAc with 6-inch base course and 12-inch subgrade prep; assumed 5-foot width (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, tack coat, asphalt, and restoration of pavement markings to preconstruction configuration), CIP	SY	60	36.00	2,160.00
20	Remove and replace existing driveway with 6-inch thick concrete; assumed 5-foot width (incl. saw cut, removal and disposal of existing concrete to an approved site and proper moisture and compaction) CIP	SY	454	72.00	32,688.00
21	Remove and replace existing gravel driveway with 6-inch base course and 12-inch subgrade prep; assumed 5-foot width (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, tack coat, asphalt, and restoration of pavement markings to preconstruction configuration), CIP	SY	380	6.00	2,280.00
22	Remove and replace existing 4-inch thick gravel landscaping (incl. removal and disposal of existing gravel), CIP	SY	371	4.00	1,484.00
23	Remove and replace existing grass (incl. reseeding, removal and disposal of existing grass to an approved site), CIP	SY	100	15.00	1,500.00
24	Remove and replace existing wire wrapped rip rap, CIP	SY	50	82.00	4,100.00
25	Furnish and install 12-inch Ductile iron pipe (incl. bridge hangers, transition coupling and all related appurtenances not included on Bid Form), CIP	LF	640	134.00	85,760.00

26	Lateral C and Riverside Drive/Picacho Avenue steel casing trenchless pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	125	335.00	41,875.00
27	Picacho Avenue/Bamert Drive steel casing trenchless pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	95	378.00	35,910.00
28	School Lateral/Shalem Colony steel casing trenchless pipe placement, (including 16-inch steel casing, 8-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 8-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	35	377.00	13,195.00
29	School Lateral/Bamert Drive steel casing trenchless pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	35	253.00	8,855.00
30	Picacho Drain/Picacho Avenue steel casing open cut pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	120	113.00	13,560.00

31	Picacho Vistas/Picacho Avenue steel casing open cut pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	70	119.00	8,330.00
32	Picacho Avenue/Private Road steel casing trenchless pipe installation at Station 23+50 of Picacho Avenue, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	110	327.00	35,970.00
33	Picacho Avenue/Private Road steel casing trenchless pipe installation at Station 41+86 of Picacho Avenue, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	45	386.00	17,370.00
34	Ray Luchini Road/Picacho Avenue steel casing open cut pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	40	134.00	5,360.00
35	Hoskins Road/Picacho Avenue steel casing open cut pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	45	132.00	5,940.00
36	Del Rio Drain/Picacho Avenue steel casing trenchless pipe installation, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	140	324.00	45,360.00

37	Bamert Drive/Private Drain steel casing open cut pipe placement at Station 2+86 of Bamert Road, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	30	109.00	3,270.00
38	Bamert Drive/Private Drain steel casing open cut pipe placement at Station 9+71 of Bamert Road, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	30	109.00	3,270.00
39	Bamert Drive/Private Drain steel casing open cut pipe placement at Station 18+15 of Bamert Road, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	30	109.00	3,270.00
40	Bamert Drive/Private Drain steel casing open cut pipe placement at Station 25+86 of Bamert Road, (Including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	30	109.00	3,270.00
41	Picacho Drain/Bamert Drive steel casing open cut pipe placement, (including 24-inch steel casing, 12-inch steel support spacers, mechanical joint adapters, type "Z" manufactured seals, fittings, megalugs, 12-inch PVC C-900 DR18 pipe, stainless gaskets, and all required appurtenances not otherwise listed in Bid Form) as shown on detail sheet, CIP	LF	120	109.00	13,080.00
42	Furnish & Install 2-inch Air-Combination Valve w/ Box and Extension on Waterline (incl. trenching and concrete vault), CIP	EA	12	4,269.00	51,228.00
43	Furnish & Install 1-inch Air-Combination Valve w/ Box and Extension on Waterline (incl. trenching and concrete vault), CIP	EA	2	3,831.00	7,662.00
44	Tie into existing 2-inch well waterline on Desert View Ln. using a 6X4-inch tee, a 4X2-inch reducer and a 2-inch gate valve (incl. potholing, trenching, bedding material, and all related appurtenances not included separately on Bid Form), CIP	EA	1	1,784.00	1,784.00

45	Tie into existing 2-inch well waterline on Apple View Pl. near Station 5+55, using a 6X4-inch tee, a 4X2-inch reducer and a 2-inch gate valve (incl. PVC, road crossing, potholing, trenchless installation (for crossing), bedding material, and all related appurtenances not included separately on Bid Form), CIP	EA	1	1,784.00	1,784.00
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TOTAL OF BASE BID: \$ 1,091,513.00

IN WORDS: One Million Ninety-One Thousand Five Hundred Thirteen and no cents

Apple View Place Waterline Additive Alternative #1

1-A	Furnish and install 6-inch C-900 PVC DR18 Pipe (incl. trenching, all required fittings, restraints, angles, thrust blocking, bedding, backfill, tracer wire, warning tape, compaction, disinfection, and all related appurtenances not included on Bid Form), CIP	LF	175	22.00	3,850.00
2-A	Furnish & Install New Fire Hydrant (incl. PVC pipe required from mainline to assembly, Contractor furnished fittings, and gate valve, etc.), CIP	EA	1	4,757.00	4,757.00
3-A	Connect existing water meter to new waterline (incl. potholing, trenching, waste excavation, import backfill, polyline, saddle, curb stop, and all related appurtenances not included separately on Bid Form), CIP	EA	2	512.00	1,024.00
4-A	Connect existing water meter to new waterline (incl. horizontal directional drilling, waste excavation, import backfill, polyline, saddle, curb stop, and all related appurtenances not included separately on Bid Form), CIP	EA	1	546.00	546.00
5-A	Remove and replace existing gravel driveway with 6-inch base course and 12-inch subgrade prep; assumed 5-foot width (incl. removal and disposal to an approved site of the existing chip seal or asphalt and gravel, tack coat, asphalt, and restoration of pavement markings to preconstruction configuration), CIP	SY	50	4.00	200.00

TOTAL OF ADDITIVE ALTERNATIVE #1 BID: \$ 10,377.00

IN WORDS: Ten Thousand Three Hundred Seventy-Seven and no cents

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 Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 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.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Proposed Equipment Manufacturers;
 - E. Required Bidder Qualification Statement with supporting data;
 - F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - G. New Mexico Contractor's License No.: _____, or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - H. Copy of Registration with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau;
 - I. Campaign Contribution Disclosure Form; and
 - J. United States Environmental Protection Agency (EPA) (PINK SHEETS)

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Morrow Enterprises, Inc.

By: Warren Morrow
[Signature]

[Printed name] Warren Morrow

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Kimberly Morrow
[Signature]

[Printed name] Kimberly Morrow

Title: Asst. Secretary

Submittal Date: December 4, 2015

Address for giving notices:

Morrow Enterprises, Inc.

P.O. Box 1747

Las Cruces, NM 88004

Telephone Number: 575-526-1178

Fax Number: 575-527-2260

Contact Name and e-mail address: Warren Morrow

warren@morrownm.com

New Mexico Department of Workforce Solutions Registration No. 030314620140421

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

MORROW ENTERPRISES, INC.
P.O. Box 1747
Las Cruces, NM 88004

SURETY (Name, and Address of Principal Place of Business):

WESTERN SURETY COMPANY
320 Osuna NE, Suite G-1
Albuquerque, NM 87107

OWNER (Name and Address):

DONA ANA MDWCA
P.O. Box 866
Dona Ana, NM 88032

BID

Bid Due Date: DECEMBER 4, 2015

Description (Project Name— Include Location): FAIRVIEW WATER SYSTEM

BOND

Bond Number: N/A

Date: DECEMBER 4, 2015

Penal sum FIVE PERCENT (5%) OF THE AMOUNT BID— \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

MORROW ENTERPRISES, INC. (Seal)

Bidder's Name and Corporate Seal

By:

Warren Morrow
Signature

Warren Morrow
Print Name

Corporation Agent
Title

Attest:

Hubert J. ...
Signature

Title

SURETY

WESTERN SURETY COMPANY (Seal)

Surety's Name and Corporate Seal

By:

Linda D. Dooley
Signature (Attach Power of Attorney)

LINDA D. DOOLEY
Print Name

ATTORNEY-IN-FACT
Title

Attest:

[Signature]
Signature

Title

Note: Addresses are to be used for giving any required notice.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Carl S Conlee III, Dean E Vigil, Stuart E Kuyper, Robert B Lilley, Linda D Dooley,
Individually**

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of June, 2015.



WESTERN SURETY COMPANY

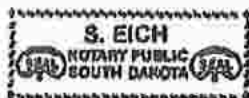
Paul T. Brufat

Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4TH day of DECEMBER, 2015.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

MORROW ENTERPRISES, INC.
DIRECTORS' UNANIMOUS CONSENT TO APPOINTMENT
OF CORPORATE AGENT

Leonard Morrow and Leon Morrow, being all of the directors of Morrow Enterprises, Inc., a New Mexico corporation, do hereby consent, pursuant to the provisions of Section 53-11-43 NMSA (1978) (Action by directors without a meeting), to the adoption of the following resolution of the Board of Directors of Morrow Enterprises, Inc.

The above named members of the Board of Directors of Morrow Enterprises, Inc. hereby acknowledge that the Section 1 of Article V of the by-laws of the corporation provides as follows:

SECTION 1 - Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

The above named members of the Board of Directors of Morrow Enterprises, Inc. hereby acknowledge and agree that it is in the best interest of the corporation to appoint and authorize Warren Arst Morrow as an agent of the corporation to conduct corporate business on its behalf.

Therefore, Leonard Morrow and Leon Morrow, all of the directors of Morrow Enterprises, Inc., a New Mexico corporation, hereby consent and agree that the following resolution be adopted:

RESOLVED:

That Warren Arst Morrow is hereby appointed as an agent of Morrow Enterprises, Inc. with the authority, in the name of and on behalf of the corporation, in the course of the everyday operation of the business of the corporation, to enter into contracts, sign construction bonds, sign and submit construction bids, and to sign company checks drafted on the corporate bank accounts.

DATED this 17 day of OCTOBER, 2013.


Leonard Morrow, Director


Leon Morrow, Director

STATE OF NEW MEXICO)
County of Dona Ana)
ss.

This instrument was acknowledged before me this 17th day of October, 2013 by Leonard Morrow and Leon Morrow in their capacities as members of the Board of Directors of Morrow Enterprises, Inc.

Rebecca Poland
Notary Public

My commission expires;
October 8, 2014

MORROW ENTERPRISES, INC.
DIRECTORS' UNANIMOUS CONSENT
IN LIEU OF SPECIAL MEETING OF DIRECTORS

The undersigned, being all of the directors of MORROW ENTERPRISES, INC., a New Mexico corporation, do hereby consent, in accordance with Section 53-11-43 of the New Mexico Business Corporation Act and Section 8 (Action Without a Meeting) of Article III (Board of Directors) of the Bylaws of this corporation, to the adoption of the following resolutions of the Board of Directors:

WHEREAS, RAYEANN MILKS ("Rayeann"), who is the assistant secretary of this corporation, has resigned her employment by this corporation effective May 1, 2013, and

WHEREAS, the undersigned believe that it is in the best interest of this corporation to remove Rayeann as assistant secretary of this corporation and to fill the vacancy in that office with **KIMBERLY MORROW** ("Kimberly"), and

WHEREAS, pursuant to Section 3 (Removal) of Article IV (Officers) of the Bylaws of this corporation, any officer may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

NOW, THEREFORE, BE IT RESOLVED, that Rayeann is hereby removed as assistant secretary of this corporation;

RESOLVED FURTHER, that Kimberly is elected as assistant secretary of this corporation to serve until her successor is duly elected and qualified;

RESOLVED FURTHER, that each assistant secretary of this corporation is authorized and empowered to perform all of the duties of the secretary of this corporation when the secretary is not

available, and that all bids and other documents of the corporation signed by an assistant secretary of this corporation shall be as valid and binding on this corporation as if they had been signed by the secretary of this corporation.

Dated: May 3, 2013.


LEON MORROW


LEONARD MORROW

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF
MORROW ENTERPRISES, INC.

Held May 5, 2005

A special meeting of the Board of Directors of MORROW ENTERPRISES, INC., was held at the registered office of the corporation, 6525 West Picacho, Las Cruces, New Mexico 88005, on May 5, 2005, at 3:00 p.m.

The following Directors were present: LEONARD MORROW and LEON MORROW, being all of the Directors of the corporation. The President, LEONARD MORROW, called the meeting to order and stated that the purpose of the meeting was to consider the following resolution:

RESOLVED, LEONARD MORROW, the President of MORROW ENTERPRISES, INC., is authorized to carry out the ordinary business of the corporation, including, but not limited to, the following: (1) hire, fire, supervise, promote, demote and set compensation of all employees; (2) incur indebtedness necessary for the operation of the corporation; (3) bid on and enter into contracts on behalf of the corporation; (4) collect moneys that are now or will become due to the corporation.

FURTHER RESOLVED that all bids and contracts which have heretofore been executed by LEONARD MORROW, as President, on behalf of MORROW ENTERPRISES, INC., are hereby ratified, confirmed and adopted as bids and contracts of MORROW ENTERPRISES, INC., as fully, completely and legally as if they had been signed by all of the shareholders and directors of MORROW ENTERPRISES, INC., and that MORROW ENTERPRISES, INC., does hereby agree to be fully and legally bound by such bids and contracts.

Upon motion duly made, seconded and carried, said resolution was unanimously adopted.


LEONARD MORROW, Director


LEON MORROW, Director

WAIVER OF NOTICE AND RATIFICATION

We, the undersigned, being all of the Directors of the corporation, hereby waive notice of the foregoing meeting and approve and ratify all actions taken therein as reported in the foregoing minutes.

Dated May 5, 2005.


LEONARD MORROW, Director


LEON MORROW, Director

LIST OF PROPOSED SUBCONTRACTORS

The following listing must be completed and signed by the Bidder and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one listed for each item may be considered non-responsive. The subcontractor listing threshold shall be as indicated in the Instructions to Bidders. If none of the work will be subcontracted, Bidder shall write "NONE", sign the sheet, and include with Bid to avoid being found non-responsive.

The General Contractor will determine categories of work that will be performed by the General Contractor, Subcontractors, and Tiers of Subcontractors. The following will be employed to perform the designated categories of work under this Contract.

Prior to award of the contract to the lowest qualified Bidder, the Contractor may be required to supply additional information regarding the Subcontractors listed below, as called for in the Instructions to Bidders, Bidder's Qualifications Statement, and in the technical specifications.

Contractor shall not substitute any person as Subcontractor in place of those identified on this form without prior approval from Owner. (§ 13-4-36)

Important Note Related to Public Works Projects: Contractor and all tiers of Subcontractors must be in compliance with the New Mexico Public Works Minimum Wage Act. Any Subcontractor whose work is valued at greater than \$60,000 must be registered with the Labor Relations Division, New Mexico Department of Workforce Solutions, Public Works Bureau at the time of Bid [13-4-13.1 NMSA 1978], and their registration number included below. If such registration is not in place and current as of the date of Bid, the Subcontractor will be rejected and the General Contractor will be required to substitute another Subcontractor acceptable to the Owner without any increase in Bid price.

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
No Subcontractors			
Pipe Supplier	HB Supply Waterworks 1000 Parkhill Dr. Las Cruces, NM 88012 575-527-4279	C	N/A
Aggregates Supplier	Cemex 181 Westgate St. Las Cruces, NM 88015 575-524-8691	C	N/A

List of Proposed Subcontractors - Continued

* Category of Work	Firm Name and Business Address, Phone # and License Number of Subcontractors	** Range	NM Department of Workforce Solutions Registration No. (if applicable)
Precast Suppliers	Leco Industries P.O. BOX 13205 Las Cruces, NM 88013 575-382-0501	A	N/A

Use additional sheets if necessary.

Attest: Warren Morrow 12-4-15
 Authorized Officer Date

Warren Morrow, Corporation Agent
 Name and Title

Morrow Enterprises, Inc.
 Name of Firm

- * Place title of subcontractor specialty.
- ** Subcontractor's contract range: In the column marked "Range", enter the letter corresponding to the subcontract amount.
 - A = Equal to or greater than \$5,000 but less than \$15,000
 - B = Equal to or greater than \$15,000 but less than \$50,000
 - C = Equal to or greater than \$50,000

LIST OF PROPOSED EQUIPMENT MANUFACTURERS

The following listing of material and/or equipment manufacturers must be completed and signed by the Contractor and submitted with the Bid Proposal. Bids submitted without this completed and signed listing or with more than one manufacturer listed for each item may be considered non-responsive.

The Consolidated Appropriations Act of 2014 (Public Law 113-76) includes an "American Iron and Steel (AIS)" requirement that requires Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014. The appropriation language sets forth certain circumstances under which EPA may waive American Iron and Steel requirements. Furthermore, the act exempts projects where engineering specifications and plans were approved by a state agency prior to January 17, 2014.

MATERIAL/EQUIPMENT	MANUFACTURER
Air Combination Valves	Val Matic
Gate Valves	Mueller Company
Pipe	JM Eagle / North American
Pipe Hangers	Anvil International
Ductile Iron Pipe	McWane
PVC pipe	JM Eagle / North American
Steel Casing	OFS Sales
Bridge pipe hangers	Anvil International

Bidder's Name:

Morrow Enterprises, Inc.

By (Signature):

Warren Morrow

Print or Type Name and Title:

Warren Morrow, Corporation Agent

BIDDER'S QUALIFICATIONS STATEMENT

PROJECT TITLE: Fairview Water System Improvements

SUBMITTED BY: Morrow Enterprises, Inc.
(Print or Type Name of Bidder)

ADDRESS: P.O. Box 1747
Las Cruces, NM 88004

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter. Use additional sheets for any responses, as necessary.

1. How many years has your organization been in business as a utilities contractor? 23

2. How many years has your organization been in business under its present name? 23

3. If a corporation, answer the following:

a. Date of Incorporation: December 3, 1992

b. State of Incorporation: New Mexico

c. President's Name: Leonard Morrow

d. Vice President's Name: Leon Morrow

c. Secretary or Clerk's Name: Kimberly Morrow

d. Treasurer's Name: Leon Morrow

4. If individual or partnership, answer the following:

a. Date of Organization: _____

b. Name and Address of all Partners:
(State if general or limited partnership)

5. If other than corporation or partnership, describe organization and name principals. _____

6. Do you plan to subcontract any part of this Project? No If so, briefly describe below and identify subcontractors on the List of Proposed Subcontractors form included in these Contract Documents, that meet the listing threshold. _____

7. Has any construction contract to which you have been a party, or any subcontractor identified on the List of Proposed Subcontractors form has been a party, been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with the contract for which they furnished a bond on your behalf; have you been late in completing a project during the last five years resulting in the assessment of liquidated damages? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of subcontractor (if applicable), owner, architect or engineer, and surety, and name and date of project. _____

No

8. Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond

complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences, including name of owner, architect or engineer, and surety, and name and date of project.

No

9. List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in progress on this date. Include name, address and telephone number of a reference for each project listed. _

see attached - "Work on Hand Report"

10. List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years. Include name, address and telephone number of a reference for each project listed. _____

see attached- "List of References"

11. List name and construction experience of the principal individual of your organization. _____

Leonard Morrow, President - Resume Attached

12. List the states and categories of construction in which your organization is legally qualified to do business. Include all license classifications your organization possesses in the State of New Mexico, as stipulated in the New Mexico Administrative Code (NMAC), Title 14, Chapter 6, Part 6. _____

New Mexico - Lic. No. 51154
GA98, GB98, GF98, G505, G510, MM01, MM02, MS03

13. List name, address, and telephone number of an individual who represents each of the following and who may be contacted for a financial reference.

- a. A surety: Western Surety Agent: LSI Attn: Dean Vigil
320 Osuna Rd. DC Suite G-1
Albuquerque, NM 87107 505-219-0291
- b. A bank: Citizens Bank of Las Cruces
505 S. Main St. Attn: Maria Mauricio
Las Cruces, NM 88001 575-647-4132
- c. A major material supplier: HD Supply Waterworks
P.O. Box 840700 Attn: John Behr
Dallas, TX 75284-0700

14. The Owner may require the low Bidder to submit a financial statement, prepared on an accrual basis in a form that clearly indicates Bidder's assets, liabilities and net worth, prior to issuance of the Notice of Award.

Dated this 4th day of December 2015

Bidder: Morrow Enterprises, Inc.
(Print or Type Name of Bidder)

By: Warren Morrow

Title: Corporation Agent

(Seal, if Corporation)



P.O. BOX 1747
LAS CRUCES, NM 86004
575-526-1178
Fax: 575-527-2280

LIST OF REFERENCES

NAME OF PROJECT	CUSTOMER	LOCATION OR ADDRESS OF WORK DONE	CONTACT NAME	CONTACT PHONE NUMBER	CONTRACT AWARD AMOUNT	FINAL PRICE	DATES OF PERFORMANCE	% COMPLETE WITHIN CNYR FORCES	DESCRIPTION OF WORK
HURLEY GRAVITY SEWER	TOWN OF HURLEY	HURLEY, NM	LISA KRICKER	575-531-2007	\$24,834.05	\$24,834.05	2011	100%	GRAVITY SEWER
WEST HAYFIELD RD. PH III	DONA ANA, MDWCA	LAS CRUCES, NM	MARTINEZ	575-526-3191	\$104,963.10	\$127,756.19	2011	100%	18" TRANSMISSION WATER LINE
SMELT VILLAGE WATER	NRSU	LAS CRUCES, NM	BEAL	575-523-4673	\$11,111.00	\$41,010.86	2011	100%	TRENCHING FOR ELECTRICAL LINE
PT. ROSS SOLAR ELECTRIC PAD/SITE	SOLAR ELECTRIC	ABQ DORADO, NM FT. HILLS	BEAL	575-523-4673	\$593,343.30	\$700,434.04	2011-2012	100%	TRENCHING FOR ELECTRICAL LINE
WALMART Key Construction	WALMART Key Construction	LAS CRUCES, NM	MIRSI MILLER	800-260-9315	\$1,146,000.44	\$1,155,077.07	2012-2013	90%	PARKING LOT PAVEMENT, CURB & GUTTER
KONOMA RANCH BLVD. SOUTH EXTENSION	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID MASTAS	575-526-3008	\$1,230,000.00	\$1,272,653.86	2012	100%	BUILDING NEW ROAD
FRIBBLEY/GRANDS-STROM DRAIN	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID MASTAS	575-526-3008	\$375,457.00	\$1,065,123.47	2012	100%	STROM DRAIN CURB & GUTTER
LAS BEHAVIOR	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID MASTAS	575-526-3008	\$181,814.73	\$200,007.16	2012-2013	80%	LAS BEHAVIOR
WEST MESA PHASE 2	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	\$1,145,500.00	\$1,184,027.58	2013	97%	36" WATER MAIN EXTENSION, Highway Bore
CAYTON CO. RANCHO GRANDE ESTATES	CAYTON COUNTY	RESERVE, NM	LISA KRICKER	575-531-2007	\$92,210.80	\$92,790.33	2013	97%	STREET PAVEMENT AND STROM DRAIN IMPROVEMENT
HAYWARD STREET AND DRAINAGE IMPROVEMENTS	CITY DE BAYARD	DE BAYARD, NM	LISA KRICKER	575-531-2008	\$431,550.25	\$450,481.98	2013	87%	STREET PAVEMENT AND STROM DRAIN IMPROVEMENT
NMDDOT 1100361-UTILITIES	L.A. GALERTIAN/NDOT	LAS CRUCES, NM	TORY VILLALOBOS	575-556-1075	\$321,108.00	\$331,108.00	2013	98%	REPLACE CASTING UTILITIES FOR SEWER/WATER
GEORGE AVENUE FT SEWER MAIN	CITY OF LAS CRUCES	LAS CRUCES, NM	CARL CLARK	575-639-3085	\$35,513.00	\$35,032.00	2013	96%	FT SEWER MAIN
HURLEY OSPIT GRAVITY SEWER	TOWN OF HURLEY	HURLEY, NM	LISA KRICKER	575-531-2007	\$314,831.00	\$314,831.00	2013	53%	GRAVITY SEWER
HILL ELEMENTARY SCHOOL PARKING IMP. 2013	DEWING PUBLIC SCHOOLS	DEWING, NM	MAYLES KRANZEL	575-525-1710	\$66,122.35	\$58,371.00	2013	86%	PARKING LOT IMPROVEMENT
Wall Road	Idels, Inc.	Santa Las Cruces, NM	Sue Ambrose	575-533-9642	\$1,188,640.47	\$1,201,801.31	2013-2014	97%	3 MILES NEW ROAD & PAVING
Medrose Humane Rehab RPH Rehabilitation	Idels, Inc.	Medrose, NM	Sue Ambrose	575-533-9642	\$1,349,284.00	\$1,349,284.00	2014	80%	Earthwork - Extend Runway on Boarding Runge
WHITE SAND MISSILE RANGE RANGE ROAD 3, Section 6A	VENOR Engineering, LLC	Orange, White Sands Mobile Range	Headquarters	575-653-5531	\$2,656,048.00	\$2,456,048.00	2014	47%	4 MILES EXISTING ROAD, WIDEN ROAD, RECONSTRUCT AND PAVE NEW ROAD
ORGAN W & SA WATER AND WASTEWATER SYSTEM IMPROVEMENTS PHASE 1 & 2	ORGAN W & SA	ORGAN, NM	DAVE SHIELDS	575-532-8670	\$2,051,291.00	\$2,389,905.89	2012-2014	90%	WATER MAIN, WASTEWATER, BOOSTER PUMP STATION BUILDING
CITY OF LORDSBURG CDBG WATER SYSTEM IMP. & SMPA WATER IMP	CITY OF LORDSBURG	LORDSBURG, NM	GEORGE ESQUEDE	575-536-5395	\$496,452.00	\$877,678.36	2014	75%	7,000+ LF 6" & 8" WATERLINE
SANTA CLARA PARRIA PARK # SEWER	VILLAGE OF SANTA CLARA	SANTA CLARA, NM	RICHARD MATTOS	575-526-5795	\$42,378.00	\$42,378.00	2014	47%	1,100 LF 1" SEWER
Malaga Water System Improvements IV-B	Malaga MDWC & SWA	Malaga, NM	Wayland Oliver	575-461-0181	\$231,375.40	\$313,695.34	2014	94%	15,000+ LF 6" Water Main
City's Regional Solid Waste Facility Cell No. 5 and Alternates Memorial Cell No. 1	City of Clovis	Clovis, NM Landfill	Kurtis Greenblatt	505-543-5200	\$4,025,483.30	\$4,625,418.36	2014-2015	37%	1,300,000 CY of Excavation, Bunker and Earthwork, 200,000 SF Geosynthetic Liner and Geomembrane, Leachate Collection System, 45,000 CY Discharge material
Range Road 3, Section 1, White Sands Mobile Range, NM	White Sands Mobile Range	White Sands Mobile Range	Headquarters	575-653-5531	\$1,146,000.00	\$1,146,000.00	2014-2015	78%	1 MILE EXISTING ROAD, WIDEN ROAD, RECONSTRUCT AND PAVE NEW ROAD, 24" Culvert Installed, New Wet Detention
Village of Reserve Water Storage Tank	D & R Tank	Reserve, NM	Donnis Engineering	505-281-2880	\$128,963.14	\$128,963.14	2014-2015	100%	Tank Foundation-Pierwork & Concrete

LIST OF REFERENCES

P.O. BOX 1747
LAS CRUCES, NM 88004

579-526-1178
Fax: 575-527-2280

NAME OF PROJECT	CUSTOMER	LOCATION OR ADDRESS OF WORK/DONE	CONTACT NAME	CONTACT PHONE NUMBER	CONTRACT AWARDED AMOUNT	FINAL PRICE	DATES OF PERFORMANCE	DESCRIPTION OF WORK
LOGOS DEVELOPMENT	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLER	(575) 650-0560	\$1,120,000.00	\$1,120,000.00	2007	EARTHWORK, UTILITIES, PAVING
LOGAN EXTENSION PHASE V	CITY OF LAS CRUCES	LAS CRUCES, NM	CARR, CLARK	(575) 528-2040	\$485,000.00	\$485,000.00	2007	EARTHWORK, UTILITIES, PAVING
WEST MESA WATERWORKS	CITY OF LAS CRUCES	LAS CRUCES, NM	JAYON CLARK	575-528-1046	\$524,462.50	\$524,462.50	2007	EARTHWORK, UTILITIES, PAVING
CLAYBARR SEWER LINES	DONNA ANA COUNTY	DONNA ANA COUNTY	JENNIFER VOODER	575-527-0670	\$2,327,832.00	\$2,327,832.00	2007	EARTHWORK, UTILITIES, PAVING
Lundquist James St. Imp.	CITY OF LORDSBURG	LORENSBURG, NM	LISA KUPFER	(575) 524-2007	\$315,063.00	\$315,063.00	2008	EARTHWORK, UTILITIES, PAVING
Adams Plaza Roadway	CITY OF ELIZABETH BLUFFE	LAS CRUCES, NM	CITY CLERK	(575) 524-4800	\$61,231.26	\$61,231.26	2008	EARTHWORK, UTILITIES, PAVING
Butterfield Pk., Green, Colo.	DONNA ANA COUNTY	LAS CRUCES, NM	DAVID ORNELAS	(575) 652-7145	\$120,000.00	\$120,000.00	2008	EARTHWORK, UTILITIES
Arroyo, Rancho Hight, North	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLER	(575) 650-0560	\$1,003,563.11	\$1,003,563.11	2008	ROAD INFRASTRUCTURE
Southern Honda Blvd., South	CITY OF LAS CRUCES	LAS CRUCES, NM	CAVL CLARK	(575) 528-2040	\$1,391,231.00	\$1,391,231.00	2008-2009	ROAD INFRASTRUCTURE
Pueblo Alameda ID	JOHN MORGATO	LAS CRUCES, NM	JOHN MORGATO	575-406-7115	\$1,190,000.00	\$1,190,000.00	2008	STREET LIGHT FIXTURE
Frontier Landfill Closure	CITY OF LAS CRUCES	LAS CRUCES, NM	ALAN S. MCGARR	(575) 528-5528	\$1,076,652.00	\$1,076,652.00	2008-2009	STREET LIGHT FIXTURE
Senior Resource Management Range	SOLAR ELECTRIC	WHEEL, NM	BEUL VAN MCGARR	(775) 522-0673	\$16,004.00	\$16,004.00	2008	RIGHTWAY CURBING
West 68 (Zone #1, C.O.)	CITY OF LAS CRUCES	LAS CRUCES, NM	JENNIFER VOODER	(575) 527-0670	\$453,481.58	\$453,481.58	2008	PUMP STATION
Commins Field	JOHN MORGATO	LAS CRUCES, NM	JAMES MOORE	(575) 490-7115	\$2,021,000.00	\$2,021,000.00	2008-2009	STREET AND UTILITY REPAIR
Travis of Hight	CITY OF LAS CRUCES	LAS CRUCES, NM	JASON CLARK	(575) 528-2040	\$203,003.00	\$203,003.00	2008	PAVING
Sevenson Blvd. to 101 1/2 Waterline	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SELLER	(575) 650-0560	\$308,563.55	\$308,563.55	2008	UTILITIES, 12" WATER LINE
Rinconada South	CITY OF LAS CRUCES	LAS CRUCES, NM	JASON CLARK	(575) 528-2040	\$553,231.60	\$553,231.60	2008	STREET REPAIR
YUCO AIRPORT	PRIVATE	LAS CRUCES, NM	CHAD SELLER	(575) 528-2040	\$2,667,710.33	\$2,667,710.33	2008-2009	12" WATER LINE
DEERING AIRPORT	TOR C	LAS CRUCES, NM	CHAD SELLER	(575) 650-0560	\$210,000.00	\$210,000.00	2008	EARTHWORK, UTILITIES, PAVING, STREETS
CHAPARRAL COLLECTION	FEDERAL PLUS	LAS CRUCES, NM	CITY OF TOR C	(575) 650-0560	\$835,214.15	\$835,214.15	2007	EARTHWORK, UTILITIES, PAVING, STREETS
BUTTERFIELD COMMUNITY CENTER	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF DONORGO	(575) 650-0560	\$1,000,000.00	\$1,000,000.00	2007	EARTHWORK, UTILITIES, PAVING
JEFFERSON STREET	LOGOS DEVELOPMENT	LAS CRUCES, NM	DONNA ANA COUNTY	(575) 650-0560	\$2,217,871.00	\$2,217,871.00	2008	EARTHWORK, UTILITIES, PAVING
ELABARRAL PHASE 1	ELC	LAS CRUCES, NM	DOUGLAS COUNTY	(575) 528-2040	\$1,180,000.00	\$1,180,000.00	2009	EARTHWORK, UTILITIES, PAVING
VENTURE DRIVE	LOGOS DEVELOPMENT	LAS CRUCES, NM	JENNIFER VOODER	(575) 527-0670	\$556,000.00	\$556,000.00	2009	EARTHWORK, UTILITIES, PAVING
ALAMOGOROWHITE SANDS AIRPORT	CITC	LAS CRUCES, NM	CHAD SELLER	(575) 650-0560	\$232,278.00	\$232,278.00	2009	EARTHWORK, UTILITIES, PAVING
LORNMANTH SHOR INTERSECTION	GARDNER SCHOOLS	LAS CRUCES, NM	JAMES MOORE	(575) 528-2040	\$200,000.00	\$200,000.00	2009	EARTHWORK, UTILITIES, PAVING
WEST MESA IV	CLC	LAS CRUCES, NM	DAVID SIBELLO	(575) 528-2040	\$1,872,000.00	\$1,872,000.00	2009	UTILITIES, PAVING, STREETS
PLAZA W STEWATER LAGOON	SAVTECH	LAS CRUCES, NM	ERIC NAVARETTE	(575) 528-2040	\$1,118,609.40	\$1,118,609.40	2010	36" WATERLINE
DIAM STREET IMPROVEMENT	TOWN OF HUILLY	HUILLY, NM	AL KUBRA	(575) 528-2040	\$69,541.00	\$69,541.00	2010	WASTEWATER LAGOON
NEW LAS CRUCES HIGH SCHOOL	GERALD MARTIN	LAS CRUCES, NM	TIFFANY TUCKER	(575) 528-2040	\$554,000.00	\$554,000.00	2010	UTILITIES, PAVING, STREETS
NEW MEDICAL BUILDING	JERRY WILLIAMS	LAS CRUCES, NM	JERRY WILLIAMS	(575) 528-2040	\$6,900,000.00	\$6,900,000.00	2009-2011	EARTHWORK, CURB, UTILITIES
WATER STREET	CITY OF ELIZABETH BLUFFE	LAS CRUCES, NM	DAVID SELLER	(575) 528-2040	\$12,000.00	\$12,000.00	2010	EARTHWORK, UTILITIES, PAVING
SOLAR ELECTRIC	WSMR	WYLER, NM	DEVLON MCGARR	(575) 528-2040	\$72,000.00	\$72,000.00	2010	ROADWAY
2010 STREET CONSTRUCTION	CITY OF LORDSBURG	LORENSBURG, NM	VICTOR NANCE	(575) 528-2040	\$66,000.00	\$66,000.00	2010	PROFILING
JEFFERSON STREET PH. II	CITY OF LAS CRUCES	LAS CRUCES, NM	DAVID SIBELLO	(575) 528-2040	\$256,000.00	\$256,000.00	2010	ROADWAY, UTILITIES
CORRE MINE	FIREPORT MCDONNEN	LORNSBURG, NM	DANA GLEIGHORN	(575) 528-2040	\$565,460.00	\$565,460.00	2010	ROADWAY, UTILITIES, PAVING
NEW MEXICO DWD	EPW	LAS CRUCES, NM	HAROLD DENTON	(575) 528-2040	\$159,000.00	\$159,000.00	2011	MAINTENANCE
					\$60,500.00	\$60,500.00	2011	STREETS

LIST OF REFERENCES


NAME OF PROJECT	CUSTOMER	LOCATION OR ADDRESS OF WORK/DONE	CONTACT NAME	CONTACT PHONE NUMBER	CONTRACT AMOUNT AWARDED	FINAL PRICE	DATES OF PERFORMANCE	DESCRIPTION OF WORK
CORONADO I	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-406-7115	\$571,000.00	\$1,600,000.00	2001	SEWER, GAS, WATER, CURBING & PAVING
LAS COLLINAS RD	KEN THURSTON	LAS CRUCES, NM	KEN THURSTON	505-255-6234	1,730,000.00	\$225,000.00	2007	10 UNITS OF EARTHWORK, SEWER GAS WATER, CURBING & PAVING
CLOVIS ROAD NORTH	MELLY CARLE	CLOVIS, NM	MELLY CARLE	505-343-1144	\$75,000.00	\$77,000.00	2002-2004	24" ROAD BORING
CORONADO II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-406-7115	3,768,000.00	\$372,000.00	2001-2004	NEW GAS, WATER, SEWER, UTILITY WORK, PAVING, CURBING
ALBERT SALINAS	ALBERT SALINAS	DUNA ANA COUNTY	ALBERT SALINAS	954-882-1040	\$19,350.00	\$23,015.00	2004	WATERLINE
INSTALLATION OF GAS SERVICES	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-258-3066	\$19,350.00	\$19,350.00	2004	INSTALL GASLINE
ORGAN/SUTHERLAND	ORGAN/SUTHERLAND	DUNA ANA COUNTY	ROBERT SUTHERLAND	UNAVAILABLE	\$79,416.00	\$79,416.00	2004	EARTHWORK: SITEWORK
BROTHERS CANYON	BAE SYSTEMS	WESBOR, NM	STEPHANE GAMBINO	505-258-0203	\$387,955.00	\$423,951.00	2004	LANDFILL
VILLAGE OF FLOYD	VILLAGE OF FLOYD	FLOYD, NM	TONI WHITE-GOTTON	504-471-2583	\$425,451.00	\$425,451.00	2004	UTILITIES
VESTA MONTANA GAS LINES	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-258-3066	\$1,426.00	\$1,426.00	2004	GAS LINES
CHILE CAPITAL ROADWAY	VILLAGE DE HATCH	HATCH, NM	BOHANNAN HULLOR	505-315-4070	\$170,072.00	\$170,072.00	2004-2005	ROADWORK
CORONADO III	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-406-7115	\$723,076.00	\$723,076.00	2004-2005	EARTHWORK: UTILITIES, PAVING
CABALLO SEWAGE LAGOON	NM STATE PARKS	CABALLO, NM	DAVE GATTERMAN	UNAVAILABLE	\$91,350.00	\$91,350.00	2005	SEWAGE LAGOON
FORTY SEEDON HEIGHTS X-RING	CITY OF LAS CRUCES	DUNA ANA COUNTY	NICK ANDREWS	505-258-2072	\$50,028.00	\$50,028.00	2005	UTILITIES
FORST BELDON WEST AREAS	STATE OF NM	DUNA ANA COUNTY	STATE OF NM	UNAVAILABLE	\$45,061.31	\$45,061.31	2005	INSTALL ALBERT LINES
HADLEY EMERGENCY WATER LINE	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-258-3066	\$29,779.00	\$29,779.00	2003	WATER LINE
NORTHWOOD GAS LINE	CITY OF LAS CRUCES	DUNA ANA COUNTY	NICK ANDREWS	405-258-2072	\$51,866.00	\$51,866.00	2003	GAS LINES
WHITE HOME COURT	CITY OF LAS CRUCES	LAS CRUCES, NM	BU GOTTLIEB	505-258-2106	\$234,538.00	\$234,538.00	2004	EARTHWORK: UTILITIES, PAVING
PUEBLO ALAMEDA PH II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-406-7115	\$1,523,509.33	\$1,523,509.33	2004	EARTHWORK: UTILITIES, PAVING
WISSENBELT-BROWN PH II	ENGINEERING INC	DUNA ANA COUNTY	JOHN GAWYNN	505-524-2007	\$1,213,428.55	\$1,213,428.55	2004	EARTHWORK: UTILITIES, PAVING
WISSENBELT-INDUSTRIAL PARK	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	505-258-3123	\$1,809,082.91	\$1,809,082.91	2006	EARTHWORK: UTILITIES, PAVING
AGUIA ROAD	ANTHONY MIDWCA	DUNA ANA COUNTY	SHERIDAN HULLOR	505-258-0646	\$52,013.00	\$52,013.00	2006	SEWER LINES
WILHELM	ANTHONY MIDWCA	DUNA ANA COUNTY	SHERIDAN HULLOR	505-258-0646	\$52,013.00	\$52,013.00	2006	SEWER LINES
CLC FLOVER RD	CITY OF LAS CRUCES	LAS CRUCES, NM	CITY OF LAS CRUCES	505-258-3123	\$44,012.20	\$44,012.20	2006	GAS LINES
LOS ENANOS WOODS	NATERINA INC	LAS CRUCES, NM	CHAD SULLIVAN	605-168-0268	\$1,096,283.62	\$1,096,283.62	2006	EARTHWORK: UTILITIES, PAVING
FINCON MESA I	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	505-255-8234	\$1,254,106.41	\$1,254,106.41	2006	EARTHWORK: UTILITIES, PAVING
REYNOLDS DR PH II	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	505-255-1120	\$1,121,547.26	\$1,121,547.26	2006	EARTHWORK: UTILITIES, PAVING
LAS CRUCES AIRPORT WEST INFRASTRUCTURE	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	505-255-1120	\$660,993.73	\$660,993.73	2006	EARTHWORK: UTILITIES, PAVING
PUEBLO ALAMEDA PH II	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-406-7115	\$1,234,695.00	\$1,234,695.00	2006	EARTHWORK: UTILITIES, PAVING
HIGH DEBART PH I & II	DEVELOPMENT	LAS CRUCES, NM	DENNIS BRANARD	575-201-2076	\$2,000,000.00	\$2,000,000.00	2006	EARTHWORK: UTILITIES, PAVING
FINCON MESA II	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	505-255-8234	\$534,048.00	\$534,048.00	2007	EARTHWORK: UTILITIES, PAVING
FINCON MESA III	THURSTON EQUITY GROUP	LAS CRUCES, NM	KEN THURSTON	505-255-8234	\$823,803.00	\$823,803.00	2007	EARTHWORK: UTILITIES, PAVING
MIRABELLA WAY BOHMAN	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	575-253-1123	\$2,700,000.00	\$2,700,000.00	2007	EARTHWORK: UTILITIES, PAVING
MISSION ESPANA II	DEVELOPMENT	LAS CRUCES, NM	CHAD SULLIVAN	605-168-0268	\$545,000.00	\$545,000.00	2007	EARTHWORK: UTILITIES, PAVING
MONTI SOMBRERA	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SULLIVAN	605-168-0268	\$2,145,344.51	\$2,145,344.51	2007	EARTHWORK: UTILITIES, PAVING
ZORBE #1 PHASE #1	CITY OF LAS CRUCES	LAS CRUCES, NM	JENNIFER VIDNER	575-258-2070	\$1,250,000.00	\$1,250,000.00	2007	WATER LINES, WELL
ZORBE #1 PHASE #2	LOGOS DEVELOPMENT	LAS CRUCES, NM	CHAD SULLIVAN	605-168-0268	\$2,211,000.00	\$2,211,000.00	2007	EARTHWORK: UTILITIES, PAVING

LIST OF REFERENCES

P.O. BOX 1747
 LAS CRUCES, NM 88004
 575-528-1178
 FAX: 575-527-2260

NAME OF PROJECT	CUSTOMER	LOCATION OR ADDRESS OF WORK DONE	OWNER OR CONTACT NAME	CONTACT PHONE NUMBER	CONTRACT AWARD AMOUNT	FINAL PRICE	DATES OF PERFORMANCE	DESCRIPTION OF WORK
MEADOWS WETLANDS	MISSOURI MWCA	DONA ANA COUNTY	ENGINEERS INC - DENNIS WAGNER	505-538-5385	\$2,147,000.00	\$2,189,000.00	1999	256 STEP SYSTEMS, 60,000 FT. OF COLLECTION SYSTEM, DISPOSAL SYSTEM
PREACHO SUBDIVISIONS	DNAIP	LAS CRUCES, NM	JOHN MOSCATO	575-406-7113	\$1,000,000.00	\$1,150,000.00	1988-1993	250,000 YDS. EXCAVATIONS (6,000 FT. POLY 615 PIPE, SEWER, WATER)
BLUE WATER SYSTEM	LA UNION	DONA ANA COUNTY	OLSEN CORP INC - TERRY P	505-522-3019	\$757,000.00	\$950,000.00	1999	WELL, TANKS, REGISTER STATIONS, 40,000 FT. OF DISTRIBUTION PIPING
BLUE WATER SYSTEM	BRAZITO MWCA	DONA ANA COUNTY	INC - JIM CROTT, ALICIA	505-524-2017	\$550,000.00	\$720,000.00	2000	WELL PUMP HOUSE, PUMP HOUSES, REGISTER BOYES, 10,000- DISTRIBUTION
BLUE WATER SYSTEM	DONA ANA MWCA	DONA ANA COUNTY	MILZEN CORP INC - ADRIAN WITKOWSKI	505-522-0019	\$303,000.00	\$550,000.00	2001	LARGE DIAMETER ROAD HOSES, DISTRIBUTION SYSTEM, REGISTER STATIONS, TESTING OF LINES
MESA GRANDE	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	505-642-5533	\$478,000.00	\$400,000.00	2000	4" STORM DRAIN, POLY PIPE, CURB AND GUTTER, ROAD PAVING, EARTHWORK
MOUNTAIN VISTA COOP	CITY OF LAS CRUCES	LAS CRUCES, NM	CHAD SELLES	505-642-2875	\$140,000.00	\$145,000.00	2000	4" POLY GAS PIPE, 12" WATER PIPE, MANHOLE, 12" SEWER PIPE
TERRA MADRE	TERRA MADRE	DONA ANA COUNTY	ENONELIS INC - JIM CREEK	505-524-2807	\$400,000.00	\$400,000.00	1999-2000	EARTHWORK, ASPHALT PAVING, FORCE MAIN, LIFT STATION, BILLS
HWY. 20 RELOCATES	CITY OF LAS CRUCES	LAS CRUCES, NM	ELIUS XIUMBER	505-524-5258	\$170,000.00	\$249,000.00	2000	12" DUCTILE IRON WATER LINE, FITTINGS, VALVES, ETC.
LAS COLINAS SUBDIVISIONS	LAS COLINAS SUBDIVISIONS	LAS CRUCES, NM	KEN TRUSTON	505-524-8255	REVEAL CONTRACT	\$1,000,000.00	1995-1999	EARTHWORK, 4" POLY PIPE, MANHOLE, VALVES, STORM AND WATER UTILITIES
WEST MESA UTILITIES	CITY OF LAS CRUCES	LAS CRUCES, NM	TONY AGUIRRE	505-529-2520	\$180,000.00	\$164,000.00	1987	12" POLY PIPE, 12" PVC VALVES, HYDRANTS, ETC.
ORGAN WATER SYSTEM IMPROVEMENTS	ORGAN MWCA	DONA ANA COUNTY	ENGINEERING - RAYMOND JOHN MOSCATO	505-241-2000	\$750,000.00	\$767,000.00	1987	WELL, BUILDINGS, DISTRIBUTION SYSTEM, TESTING, INSPECTION, ETC.
PUEBLO VISTA SUBDIVISION	JOHN MOSCATO	LAS CRUCES, NM	JOHN MOSCATO	575-406-7113	\$180,000.00	\$180,000.00	1996	SCHEMATIC
MASIN ROAD	DONA ANA COUNTY	DONA ANA COUNTY	DUCKIE APDOACA	505-647-7102	\$210,000.00	\$225,000.00	2000	GRADING AND PAVING, CATTLE GRAZING INSTALLATIONS
ESPANOLA ST. RECONSTRUCTION	CITY OF LAS CRUCES	LAS CRUCES, NM	JAMES MOORE	505-642-5533	\$210,000.00	\$118,000.00	2001	POLY PIPE PVC PIPE, CURB AND GUTTER, GRADING AND PAVING
BEZDARTY SEWER PROJECT	RIF DARY	DONA ANA COUNTY	AND ASSOCIATES - MARVIN	505-522-0013	\$310,000.00	\$346,000.00	2000	LIFT STATION, EARTHWORK, PVC PIPING, TESTING CONCRETE WORK, 10,000 SQ. FT. POLY LEAD LINE PIPE
ROAD BROSS AT VADO	WYER CONSTRUCTION	DONA ANA COUNTY	BALLAS BROWER	505-233-2525	\$330,000.00	\$12,000.00	1999	ROAD HOSES
87 GASS LINE	RIGHT CONSTRUCTION	DONA ANA COUNTY	TERRY HIRSH	ON AVAILARLE	\$17,000.00	\$12,000.00	1999	ROAD HOSES
GEM MARBLE HOME PARK	ENGINEERING INC	DONA ANA COUNTY	ENGINEERS INC - JIM CREEK	505-524-2017	\$52,000.00	\$92,000.00	2001	MARBLE HOME PARK
NORTH ZONE 2 WATERLINE	CITY OF LAS CRUCES	LAS CRUCES, NM	BUCK ARBEA	505-642-1066	\$333,000.00	\$333,000.00	2001	4" WATER LINE
COULOMBES	VILLAGE OF COULOMBES	COLUMBUS, NM	ORFEO ESCOBEDA	505-521-5218	\$400,000.00	\$540,000.00	2002	40,000 FT. SEWER PIPE
QUEMADO	VILLAGE OF QUEMADO	QUEMADO, NM	DANNY NALL	505-283-8018	\$73,000.00	\$92,000.00	2002	36,000 FT. WATER PIPE, 6-10 INCH
LA MESA	LA MESA MWCA	DONA ANA COUNTY	SHERIFF WILLIAMS D	505-522-0044	\$923,000.00	\$1,130,000.00	2003	8-12" WATERLINE, 34 TO 40 INCH

Resume - Leonard Morrow

<p>Leonard Morrow Proposed Position</p> <p><u>President/Project Manager/Safety Officer</u></p>	<div style="text-align: center;">  <pre> graph TD A["PRESIDENT Project Manager"] --- B[" "] B --- C[" "] B --- D[" "] B --- E[" "] </pre> </div>	<ul style="list-style-type: none"> • Government Projects <ul style="list-style-type: none"> ○ White Sands Missile Range ○ Fort Bliss Dagir Site ○ Cannon AFB ○ NASA - WSTF ○ NM DoT Projects • Municipal Projects • Gas Pipeline Company Projects • Land Development
<p>Experience Summary</p>		
<p>Morrow Enterprises, Inc. December 3, 1992-Present <u>President/Project Manager</u> Las Cruces, NM</p>		
<p>Basis for Selection, Capabilities and Experience Base</p>		<p>Contractor Licensing</p>
<p><u>BASIS FOR SELECTION:</u></p> <ul style="list-style-type: none"> • 30 yrs. experience supervising, estimating and managing heavy civil construction projects • Knowledgeable with job site protocol for federal projects and state projects • Life long experience in heavy civil construction • Implementation of OSHA and safety standards <p><u>CAPABILITIES:</u></p> <p>Managed and Directed:</p> <ul style="list-style-type: none"> • Heavy civil construction management and installation of multi-million dollar federal and commercial projects • Earthwork- excavation, cut and fill • Underground utilities- water, sewer, natural gas, storm drain • Large roadway expansions- subgrade, base course, asphalt pavement • concrete- curb and gutter, structural and flatwork <p>Knowledge of:</p> <ul style="list-style-type: none"> • Major construction design considerations during construction • Changes and change order management • Subcontractor and suppliers coordination, scheduling and oversight • Project scheduling development and control <p><u>QUALIFYING EXPERIENCE:</u></p> <p>President and Operations Manager for a heavy civil construction corp. with +-80 multiple skilled employees.</p> <ul style="list-style-type: none"> • Implementing QC practices and procedures • Implementing Project Management practices and procedures • Expanding Equip. Inventory to efficiently complete projects within contract period • Full Quantity Take Offs from Blueprints • Estimating Project Costs for Pre and Post Projects • Crew Supervision • Oversight of Safety Requirements 		<ul style="list-style-type: none"> • New Mexico License No. 51154 Classifications: GA-98, GB-98, GF-98 • Arizona License No. ROC181433 Classification: A-1 Engineering <p style="text-align: center;">Education</p> <p>High School Graduate – <u>Cliff High School 1975</u></p> <p style="text-align: center;">Certifications</p> <ul style="list-style-type: none"> • OSHA Competent Persons • EPQ Qualified Personnel- SWPPP Inspections • MSHA Mine Safety Training • Trench Shore Safety

Susana Martinez
Governor

Katherine C. Martinez
Director

J. Dee Denis Jr.
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: **MORROW ENTERPRISES, INC.**
PERMANENT LICENSE #51154

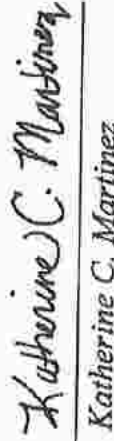
Located at: PO DRAWER 1747, LAS CRUCES, NM 88004

Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:
GA98, GB98, GF98, GS05, GS10, MM01, MM02, MS03
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

04/19/1993


Katherine C. Martinez

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

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

MORROW ENTERPRISES, INC.

LICENSE NUMBER

51154

Qualifying Party(S)

MORROW LEO L.
MORROW LEONARD
MORROW WALTER

EXPIRES

04/30/2017

CLASSIFICATION(S)

-GASB, GSSB, GFSB, GSSB
GCS10, GCS11, GCS12, GCS13


Director

This card is the property of the CID and shall be returned upon demand.



Certificate of Public Works Registration

Morrow Enterprises

P.O. Box 1747

Las Cruces, NM 88004

Registration Date: 4/15/2014

Expiration Date: 4/15/2016

Registration Number: 03091420140021

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: MORROW ENTERPRISES, INC.
DBA: MORROW ENTERPRISES
PO BOX 1747
LAS CRUCES, NM 88004-1747

Expires: **14-Jan-2018**

Certificate Number:

L0202991568

Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSEERABLE

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

W. Aaron H. Brown
Signature

12-4-15
Date

Corporation Agent
Title (Position)

REQUIRED FEDERAL FORMS

Forms that must be submitted within bidder's proposal:

1. XP-211 Certification Regarding Contract under Equal Opportunity Clause & Non-Segregated Facilities
2. XP-215 MBW/WBE/SBRA Utilization Form along with proof of solicitation (i.e. newspaper advertisement, letters of solicitation)
3. XP-315 Davis Bacon Certification
4. 5700-49 Certification Regarding Debarment, Suspension & Other Responsibility Matters
5. 6100-3
6. 6100-4

Form to be provided with every construction pay application:

7. XP-214 Labor Standards Certification

Form to be provided at the end of the project

8. 6100-2

REFERENCES

- Copeland Anti-Kickback, 29 CFR Part 3
<http://www.dol.gov/compliance/laws/comp-copeland.htm>
- Suspension and Debarment, Subpart C of 2 CFR 180 and 1532
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfr/browse/Title02/2cfr180_main_02.tpl
http://edocket.access.gpo.gov/cfr_2009/janqtr/pdf/2cfr1532.332.pdf
- Disadvantaged Business Enterprise, 40 CFR Part 33
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.30&idno=40>
- Equal Employment Opportunity, 41 CFR Part 60
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=41:1.2.3.1.1&idno=41>
- Labor Standards, 29 CFR Parts 4 & 6
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfr/browse/Title29/29cfr4_main_02.tpl
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=99c9a20e960f56be66f17ae91b52c888&rgn=div5&view=text&node=29:1.1.1.1.7&idno=29>
- Nondiscrimination, 40 CFR Part 7
<http://www.epa.gov/ocr/docs/40p0007.pdf>
- OMB Circular A-133
http://www.whitehouse.gov/omb/assets/a133_compliance/app_7.pdf
- Reissuance of NPDES General Permits for Storm Water Discharges from Construction Sites in Region 6- Federal Register
<http://www.epa.gov/region6/gen/w/sw/swcon98.pdf>
- Uniform Administrative Requirements, 40 CFR Part 31
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div5&view=text&node=40:1.0.1.2.29&idno=40>

Model Contract Clauses—Attached

NPDES Bypass Policy—Attached

Federal Cross-Cutters—Attached

XP -211

BIDDER'S CERTIFICATIONS

Project Name Fairview Water System Project Number _____

Contract For Dona Ana MBUA

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

- I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- I have not participated in previous contract(s) subject to the equal opportunity clause under **Executive Orders 11246 and 11375**.
- I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Warren Morrow, Corporation Agent
Typed Name & Title of Bidder's Authorized Representative

Warren Morrow 12-4-15
Signature of Bidder's Authorized Representative Date

Morrow Enterprises, Inc. P.O. Box 1747 Las Cruces, NM 88004
Name & Address of Bidder

NOTE: The bidder shall complete the following Minority/Women's/Small Business in Rural Area (MBE/WBE/SBRA) utilization information whenever they solicit sub contract construction work and/or services and purchase of equipment and supplies for the project in order to provide the fair share of the total dollar amount of the contract for

MBE: Construction 41.03 %, Equipment 36.69 %, Supplies 25.51 %, Services 38.78 %
 WBE: Construction 6.47 %, Equipment 30.65 %, Supplies 35.30 %, Services 40.00 %
 SBRA: Construction _____, Equipment _____, Supplies _____, Services _____

1. Do you maintain and update qualified MBE, WBE, and SBRA on your solicitation lists for supplies, equipment, construction and/or service? Yes No

If yes, when did you update your MBE/WBE/SBRA solicitation lists? Sept. 2015

2. Do you maintain a list of minority, women and rural small business-focused publications that may be utilized to solicit MBEs or WBEs or SBRA's?
 Yes No

If yes, name the publications: _____

3. Do you use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide MBE/WBE/SBRA firms for placement on your solicitation lists? Yes No
4. Do you seek out Minority Business Development Centers to assist you in identifying MBEs/WBEs/SBRAs for potential work opportunities on your proposed bid for this project? Yes No
5. Do you analyze the bid package or contract documents to identify portions of work that can be divided and performed by qualified MBEs, WBEs, and SBRA's including the bonding range? Yes No

If yes, please attach a brief description of portions of work you have identified for subcontracting. No

6. Do you develop realistic delivery schedules which may provide for greater MBE/WBE/SBRA participation? Yes No
7. Do you send a letter of solicitation to MBE/WBE/SBRA for this project?
 Yes No

If yes, please attach a sample copy of each different solicitation letter and the name and address of each MBE/WBE/SBRA.

8. Do you advertise in general circulation, trade journals, State agency publications of identified MBEs/WBEs/SBRAs, minority or women or rural small business focused media, etc., concerning the subcontracting opportunities on your proposed bid for this project? Yes No

If yes, please list the name of publication and dates of advertisement and attach a copy of each advertisement from each publication. *Las Cruces Sun-News, Const. Reporter*
UMPTAP

9. Do you conduct pre-bid, pre-solicitation, and post award conferences, meetings and follow-ups with interested MBE, WBE, and SBRA? Yes ___ No

If yes, please list person who attended conference as representative of MBE/WBE/SBRA

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

Name & Title of Person: _____

Name of MBE/WBE/SBRA: _____

Address: _____ Phone: _____

Date and Place of Conference: _____

10. Total dollar amount of the contract:

\$

11. Total dollar amount and percentage of MBE/WBE/SBRA participation: *No subcontractors*

MBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
WBE:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	
SBRA:	Construction	____%	Equipment	____%	Supplies	____%	Services	____%
	(\$)		(\$)		(\$)		(\$)	

12. Name, address, phone number, contact person, type of construction subcontract, and dollar amount of subcontract.

MBE Subcontractor: **WBE Subcontractor:** **SBRA Subcontractor:**

Address: Address: Address:

Phone: Phone: Phone:

Contact Person: Contact Person: Contact Person:

Type of Work: Type of Work: Type of Work:

Amount: \$ Amount: \$ Amount: \$

MBE Subcontractor: **WBE Subcontractor:** **SBRA Subcontractor:**

Address: Address: Address:

Phone: Phone: Phone:

Contact Person: Contact Person: Contact Person:

Type of Work: Type of Work: Type of Work:

Amount: \$ Amount: \$ Amount: \$

MBE Subcontractor: **WBE Subcontractor:** **SBRA Subcontractor:**

Address: Address: Address:

Phone: Phone: Phone:

Contact Person: Contact Person: Contact Person:

Type of Work: Type of Work: Type of Work:

Amount: \$ Amount: \$ Amount: \$

MBE Subcontractor: **WBE Subcontractor:** **SBRA Subcontractor:**

Address: Address: Address:

Phone: Phone: Phone:

Contact Person: Contact Person: Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

MBE Subcontractor:

WBE Subcontractor:

SBRA Subcontractor:

Address:

Address:

Address:

Phone:

Phone:

Phone:

Contact Person:

Contact Person:

Contact Person:

Type of Work:

Type of Work:

Type of Work:

Amount: \$

Amount: \$

Amount: \$

I understand that a false statement on the above information may be grounds for rejection of this bid proposal or termination of the contract award.

Warren Morrow, Corporation Agent
Typed Name & Title of Authorized Representative

Warren Morrow 12-4-15
Signature of Bidder's Authorized Representative Date

MORROW

Morrow Enterprises Inc.



P.O. Box 1747 Las Cruces, New Mexico 88004
Phone: (575) 526-1178 FAX: (575) 527-2260 www.morrownm.com

NM LIC. NO. 51154

Dona Ana MDWCA Fairview Water System Project

December 4, 2015

GOOD FAITH EFFORTS

After further review of the contract plans and specs, we were not able to identify any categories of work that needed to be subcontracted; we will not have any subcontractors. All work will be self-performed. This is the reason for not fulfilling the minority goals.

Please see attached advertisements for categories of work, but after all we were not able to identify the sub categories listed in the advertisement. All work will be self-performed.

Kimberly Morrow

From: Jaramillo, Diana <djaramillo@lcsun-news.com>
Sent: Tuesday, December 1, 2015 12:00 PM
To: Kimberly Morrow
Subject: RE: Legal Notice- Fairview Water

Here is the information regarding your publication

Pub#56060
Ad Order#1079142
Run Dates: December 2, 3, 2015
Price:\$44.41

Legal Notices

MORROW ENTERPRISES, INC. is interested in receiving quotes from MBE, WBE & DBE firms for the Dona Ana MDWCA Fairview Water System Improvements Project. Firms interested in subcontracting or suppliers may quote the various types of work such as Base Course, Concrete, Asphalt, Pipe Materials, Traffic Control, Seeding, Painting/Coatings and Surveying. Please furnish all quotes by or prior to Bid Day. Project bids December 4, 2015. If interested please contact Morrow Enterprises, Inc. by phone (575) 526-1178, fax (575)527-2260 or email: bids@morrownm.com.
Pub#56060
Run Dates:
December 2,3,2015

From: Kimberly Morrow [mailto:kimberly@morrownm.com]
Sent: Tuesday, December 01, 2015 10:20 AM
To: lc-legals <legals@lcsun-news.com>
Subject: RE: Legal Notice- Fairview Water

Hello,

Did you receive the email below yesterday?

Thank you,

Kimberly Morrow

Morrow Enterprises, Inc.

6525 W. Picacho Ave.

P.O. Box 1747

Las Cruces, NM 88004

ph:575-526-1178

fax:575-527-2260

www.morrownm.com

From: Kimberly Morrow

Sent: Monday, November 30, 2015 1:37 PM

To: 'legals@lcsun-news.com' <legals@lcsun-news.com>

Subject: Legal Notice- Fairview Water

Hello,

Please run the attached legal notice on 12/2 & 12/3.

Thank you,

Kimberly Morrow

Morrow Enterprises, Inc.

6525 W. Picacho Ave.

P.O. Box 1747

Las Cruces, NM 88004

ph:575-526-1178

fax:575-527-2260

www.morrownm.com



12/1/2015 [Feature Request](#)

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- [My Projects](#)
- [Private Projects](#)
- [Research](#)
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- [Help](#)

- [Return](#)
- [Add To Bid List](#)
- [Add Company Note](#)
- [Send Bid Invitation](#)
- [Plans/Specs](#)
 - [Plans](#)
 - [Specs](#)
 - [Addenda:None](#)
 - [Amendments:None](#)
 - [Memo:None](#)
- [Take-offs](#)
- [Lows](#)
- [Awards](#)
- [Building Permits](#)

Fairview Water System Improvements
Las Cruces , NM / Dona Ana (NM)

Project Events:
Recommended Prebid Conference 11/12/2015 9:00 AM
5535 Ledesma Drive, Las Cruces, NM 88007



Track: w/ email w/o email Hide:

Unique: 112 Total: 502

Project ID..... 2015-0990	Owner Ref ID...
Bin#..... Online only	Type..... Improvements
Bid Date..... 12/4/2015 - 2:00 pm	Category..... Utility/Sewer/Water
Opening Owner	Phase..... Active
Address..... 5535 Ledesma Drive, Las Cruces, NM 88007	Reported..... 10/21/2015
Plans Avail.... Engineer; Electronic Format	Updated..... 11/25/2015
Deposit..... No Charge	Status..... Bidders List Update
Est Value..... \$1,698,477.00	\$ Breakdown....
Security 5% Bid Bond 100% Performance 100% Payment	

Project Notes

11/9/2015 3:08 PM NOTE: BIDDERS LIST UPDATED.

Scope: The project consists of the installation of 12, 8 and 6-inch PVC C-900, including all related appurtenances, connections to existing infrastructure, replacement of existing infrastructure, placement of air combination vacuum valves, fire hydrants, gate valves and replacement of asphalt pavement.



Digital Estimating Tips & Tricks Workbook
Download your free copy now!
[Click Here](#)

REPORT LOWS

PROJECT CONTACTS

Reporter: Michelle (505) 243-9793 ext:105

Owner Design Team

First: 10/21/2015 Last Updated: 11/25/2015

Engineer

[Souder Miller & Associates](#)
401 North 17th St, Ste #4
Las Cruces, NM 88005

(575) 647-0799
(575) 647-0680 fax

Contact:
No contact listed

Owner

[Dona Ana MDWCA](#)
PO Box 88007
Las Cruces, NM 88007


(575) 526-3491
(575) 526-9306 fax

Contact:
[Jennifer Horton](#)

BIDDERS LIST


[Click here for more bidders list options](#)

General Contractors

[IpiCross Construction LLC](#) 
 PO Box 13230
 Las Cruces, NM 88013

(575) 523-8160 **Contact:**
 (575) 523-8099 fax [Ronald Peacher](#)

CERTIFIED DBE


[White Cloud Pipeline Care](#) 
 PO Box 2184
 Roswell, NM 88202-2184

(575) 622-5995 **Contact:**
 (575) 622-3167 fax [Scott Patterson](#)


[AIM Inc](#) 
 PO Box 9825
 Albuquerque, NM 87119-9825

(605) 242-4848 **Contact:**
 (505) 242-8050 fax [Joshua Crooker-Fly](#)

Soliciting quotes from certified DBE/MBE/WBE subs and suppliers.


[Highland Enterprises Inc](#) 
 PO Box 2409
 Las Cruces, NM 88004-2409

(575) 524-3551 **Contact:**
 (575) 528-0835 fax [Bud Hellinga](#)

[Burn Construction Co Inc](#) 
 PO Drawer 1869
 Las Cruces, NM 88904


(575) 526-4421 **Contact:**
 (575) 526-1714 fax [Rachel Bustos](#)



[Morrow Enterprises](#)  [Edit info](#)
 PO Box 1747
 Las Cruces, NM 88004-1747

(575) 526-1178 **Contact:**
 (575) 527-2260 fax [Leonard Morrow](#)

Soliciting of MBW, WBE and DBE Subcontractors.


[Spartan Construction of New Mexico & Texas](#) 
 240 Thunderbird Suite E
 El Paso, TX 79912

(915) 760-6171 **Contact:**
 (972) 591-4523 fax [Steve Allen](#)

Soliciting of MBE, WBE, DBE, etc. bidders.


[Benavide Construction](#) 
 PO Box 830
 Fairacres, NM 88033

(575) 523-2600 **Contact:**
 (575) 623-5595 fax [Tina Goebel](#)

[Century Club Construction LLC/Desert Utility \(The Desert Group\)](#) 
 8201 Golf Course Rd NW Ste. D3-295
 Albuquerque, NM 87120-5842

(505) 344-1096 **Contact:**
 (505) 847-3612 fax [Eric Brower](#)

Soliciting Quotes from MBE/WBE/SBRA Certified Companies. Accepting all

[Eie Construction](#) 
 119 Industrial Ave NE
 Albuquerque, NM 87107-2283

(505) 554-1780 **Contact:**
 (805) 554-3195 fax [Jaime Cruz](#)

Soliciting quotes from MBE, WBE, DBE, Subs & Suppliers


[Fierro Enterprises LLC](#) 
 8535 Dos Lobos Rd
 Las Cruces, NM 880056

(575) 650-3025 **Contact:**
 No fax number on file [Hortijo Hernandez](#)

[Lane Christianon](#) 
 No address on file
 Las Cruces, NM 880056

(281) 475-2578 **Contact:**
 No fax number on file [Cody Myers](#)

(575) 834-6161 **Contact:**
 (575) 804-6012 fax [Rylan Edgmon](#)

[Smithco Construction](#) 
1010 King Canyon Loop
Cabello, NM 87931

Subs/Suppliers


SUBC Specialties

[H2 Contractors Specialty Inc](#) 
PO Box 16015
Las Cruces, NM 88004

(575) 523-4052 Contact:
(575) 523-9584 fax [Rick Gonzales](#)

Traffic Control, Striping & Signs

Supplier

[SWPPP Mandates LLC](#) 
PO Box 44185
Rio Rancho, NM 87174-4185

(505) 994-2236 Contact:
fax [info info](#)

MBE, DBE, NPDES/SWPPP Compliance. Give us a call if you need a quote.

Supplier

[Fertigplus Waterworks](#) 
PO Box 3307
Albuquerque, NM 87190-3307

(505) 440-4000 Contact:
(505) 341-1755 fax [Joe Tuton](#)


Supplier of Underground Water, Waste Water and Storm Drain Materials

Supplier

[Baker Utility Supply Corp](#) 
4320 2nd St NW
Albuquerque, NM 87107-4038


(505) 884-0990 Contact:
(505) 881-4515 fax [Jack Toland](#)

Surveying

[Construction Surveys](#) 
PO Box 65305
Albuquerque, NM 07193

(805) 917-8921 Contact:
fax [John Gallegos](#)

Concrete

[Jobe Materials](#) 
1150 Southview Drive
El Paso, TX 79928

(915) 298-9900 Contact:
(915) 298-9990 fax [Veronica Zavala](#)

Concrete

[Concrete Inc](#) 
PO Box 1029
Las Cruces, NM 88004

(575) 312-6872 Contact:
(575) 373-1157 fax [Joe](#)

Supplier

[Pirostone Equipment](#) 
676 Moss St
Golden, CO 80401

(303) 679-9658 Contact:
(303) 667-2801 fax [David B.](#)

Davis-Bacon Act Certification

The Contractor acknowledges to and for the benefit of the Owner _____ ("Purchaser") and the State of New Mexico (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Special Appropriations Act and such law contains provisions commonly known as the Davis-Bacon Act that requires all contractors and subcontractors performing work on federal construction contracts or federally assisted contracts in excess of \$2,000 to pay their laborers and mechanics not less than the federal prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area as determined by the Secretary of Labor.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Davis-Bacon Act, (b) as such has compensated all contractors and sub-contractors performing work on this project not less than the prevailing wage rate and fringe benefits for corresponding classes as determined by the Secretary of Labor, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Wilson Thayer 12-4-15
(Contractor Signature & Date)

(Owner Signature & Date)

United States Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Warren Morrow, Corporation Agent
Typed Name & Title of Authorized Representative

Warren Morrow 12-4-15
Signature of Bidder's Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name <i>No Subcontractor</i>		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name <i>No Subcontractor</i>		Project Name <i>Fairview Water System Imp.</i>	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name <i>Morrow Enterprises, Inc.</i>		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/ exceeds EPA certification standards?
<input type="checkbox"/> Other: _____		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
<i>Warren Morrow</i>	<i>Warren Morrow</i>
Title	Date
<i>Corporation Agent</i>	<i>12-4-15</i>

Subcontractor Signature	Print Name
<i>N/A</i>	
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name <i>Morrow Enterprises, Inc.</i>		Project Name <i>Fairview Water System Imp</i>	
Bid/Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact <i>Warren Morrow</i>	
Address <i>P.O. Box 1747 Las Cruces, NM 88004</i>			
Telephone No. <i>575-526-1178</i>		Email Address <i>bids@morrownm.com</i>	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
<i>No Subcontractors to list.</i>			

Continue on back if needed

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OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

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Prime Contractor Signature	Print Name
<i>Warren Morrow</i>	Warren Morrow
Title	Date
Corporation Agent	12-4-15

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax

Agenda

The following are the items for consideration at the Regular Annual Meeting of the Doña Ana Mutual Domestic Water Consumers Association Membership on January 27, 2016, convening at 7:00 p.m. at the Doña Ana Elementary School located at 5551 Camino De Flores Las Cruces, NM 88007:

Guests: Lee Peters, Peters Law Firm, LLC
Lilla Reid and Karl Tonander, Souder, Miller and Associates

Call meeting to order Jim Melton, President

Proof of Notice of Meeting & Proof of Quorum Jim Melton, President

Approval of Agenda Jim Melton, President

Introductions, Acknowledgements & Procedures Jim Melton, President

Minutes: Jim Melton, President

- Approval of the Minutes of January 28, 2015 Annual Membership Meeting

New Business:

- Approval of Open Meetings Act Resolution #2015 – 01 Jim Melton, President

Reports:

- Board of Directors Jim Melton, President
- Litigation Lee Peters, Peters Law Firm, LLC
- Engineering Souder, Miller, & Associates
- Executive Director Jennifer J. Horton, Executive Director

Public Input: All Discussions under this item must be limited to items NOT listed on the agenda.

Public Input will be limited to 3minutes per person

Adjournment

If you are an individual with a disability who is in need of 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 Edward Salomon at (575) 526-3491 Ext. 1009 on the Friday prior to the meeting or as soon as possible. Please contact Edward Salomon at (575) 526-3491 Ext. 1009 if summary or other type of accessible format is needed.

Doña Ana MDWCA is an Equal Opportunity Employer