

APPENDIX A.1.

ESA Construction Experience

ESA Construction, Inc. is a professional construction firm which specializes in educational facilities, as well as a wide range of other structure types for both the private and public sectors. The company has over 60 years of experience building in New Mexico for a diverse clientele including corporate, government, retail, hospitality, and healthcare in addition to the educational cornerstone. Many of our repeat clients are public entities, with approximately 90% of the firm's business falling within the realm of public work.



APPENDIX A.2.

JOC System Understanding

ESA has been working with the JOC system since 2003 to the mutual success of our clients and partners; some of which are:

- University of New Mexico
- New Mexico State University
- City of Albuquerque
- Cooperative Educational Services (CES)
- Las Cruces Public Schools
- Deming Public Schools
- Gadsden Independent School District
- Cuba Independent School District
- Belen Consolidated School District
- City of Las Cruces
- And many other New Mexico school districts



Our first JOC contract was with New Mexico State University, and our excellent performance has led to referrals and successful relationships with the other listed schools and entities.

Joint Scoping of Work

ESA is very familiar with the process of joint scoping of work with our clients. Our head estimator and project manager meet with the owner to discuss the planned project and the Owner's needs. We then collaborate on defining the details in order to compose a complete scope of work.

Construction Task Catalog

The Construction Task Catalog (CTC) is the tool used to present the unit price proposal. The quantity take-off developed at the joint scope meeting along with quantities provided by skilled trades contractors are entered using the internet based CTC to establish the cost of the work. The cost proposal is reviewed in-house for accuracy and ultimately, is presented for Gordian's review.



Preparation of Price Proposals and Job Order Proposals

Once we have our defined scope of work we begin the preparation of the price proposal using E-Gordian software. We enlist the assistance of our subcontractors to help define and break-down their respective portions of work, and we then assemble the proposal. Upon acceptance, we enlist our design professionals to create the drawings and specifications needed to complete the permit process.

Proposal Development Deadlines

We understand the need for quick turnaround time during the scoping and proposal portions of the project. One of the benefits to both parties is that the JOC System allows us to bypass time restrictions and added expense caused by the public bid process. Our team is cognizant of this and puts every effort into preparing and submitting proposals within defined timelines.

Mobilization & Completion

ESA Construction is a fully staffed professional organization which focuses on commercial public works projects. All of our planning, organization, and work processes are geared toward immediate start-up and quick completion for all projects.

Before commencing work we plan our mobilization strategy with the client, being sure to take into account logistical and safety factors.

We begin mobilization procedures upon approval of the mobilization plan. This involves set up of staging areas, installation of protective barriers and signage, mobile office delivery, and definition of traffic routes. Once the site is secured and safe for personnel and pedestrians we begin immediately with construction activity.

Site Limitations and Access

Working in occupied spaces with high density pedestrian traffic is common with many ESA Construction projects. We have been particularly successful working with schools since we make job-site safety a priority for not only our subcontracting teams and suppliers, but also for all nearby students, faculty, and the public at large. With safety at the forefront of each project, ESA develops a site specific safety plan which includes staging areas, safety and environmental barriers, signage, and hazard communications. We also strive to maintain a “small footprint” while working on campuses so as not to encroach on the learning process. Finally, although highly public projects often take special care, sensitivity and coordination from the work crews, ESA takes pride in ensuring all projects are handled similarly, with the same level of care and client consideration.

APPENDIX A.3.

Subcontracting Plan

In the thirty-five years ESA Construction has been serving New Mexico, we have had the opportunity to work with the full spectrum of sub-contractors in our state. In that time, we have refined our relationships with a handful of subs in each division that synchronize well with our management style and processes. The proposed construction team is ready to serve you.

Construction activity is carefully pre-planned and scheduled to maximize work-flow within the contract timeline. Subs are coordinated so their work weaves into the work flow as their trades become needed. This careful planning and scheduling often results in projects closing ahead of the contract completion date.

ESA often self-performs demolition, rough carpentry, minor concrete, metal fabrications, door & hardware installation, insulation & sealants, and Division 10 Specialties.

Our major subcontracted trades are site work, major concrete, masonry, metal erection, casework, roofing, finishes, equipment, mechanical, plumbing, and electrical.

To successfully manage multiple subcontractors on multiple sites we employ a management system involving a project manager and superintendent on each project. If the projects are small and in the same locale, our project manager & superintendent team can successfully manage 2-3 projects. For larger, more complicated projects we assign one project manager and superintendent to manage the project full time.

Our combination approach of management, self-performed work, and subcontracted work has proven consistently successful in performing work on time and within budget.

APPENDIX A.4.

List of Contemplated Subcontractors

Plumbing & HVAC	Fire Protection	Test & Balance
Heights Plumbing & Heating Co.	Alliance Fire Protection	Design Balance
Donner Plumbing & Heating Co.	Complete Fire Protection	Energy Balance
Hanna Plumbing & Heating Co.	Rio Grande Fire Protection	Native Air Company
Creative Solutions Mechanical	Valley Fire Protection	De La Pena LLC
Metalcrafter of Albuquerque	Western States Fire Protection	Kirk Air
Temperature Controls	Electrical	Special Electrical Systems
Automatic Control Systems	APIC Solutions	Summit Fire & Security
Honeywell	Bixby Electric	Sandia Lightwave
Automated Logic	Corbins Electric	APIC Solutions
Johnson Controls	H.E.I Electric	A-Com
	Mosher Enterprises	
	Select Electrical Systems	
	Service Electric	
	Authentic Electric	

APPENDIX A.5.

Detailed Scope of Work Development

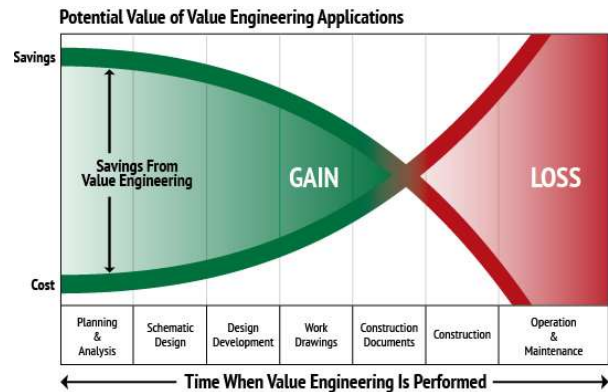
In working with UNM, and other New Mexico school districts we have often found the client will have a predefined scope of work and design drawings prepared before asking for a price proposal. In these instances, we are happy to prepare the price proposal from the client’s predefined scope of work.

However, when a concise scope of work has not been drafted prior to the launch of a project, ESA along with potential Key Subcontractors will work with the Owner, designated Faculty or Staff Project Representatives and any necessary Owner-provided consultants in order to create a program of the client’s needs. Ultimately, a complete construction plan with a detailed scope of work, addressing those needs, will be crafted to ensure team consensus on the project direction. Design professionals would be brought in as necessary for permitting purposes. Once the scope, plan and schedule are reviewed and approved by the Owner, preparation of the price proposal using the E-Gordian software would begin.

If it is found by the client that the project cost exceeds the budget requirements, ESA can perform a value engineering analysis and propose ways to reduce costs while maintaining the original design intent of the project.

Value Engineering

ESA is cognizant of the needs of our clients to work within their budgetary requirements and to realize up-front cost savings and benefits. To this end, ESA will seek value-engineering solutions at the beginning buy-out stages of this project by asking all subcontractors and suppliers for value-engineering proposals. Often materials can be substituted (equal or better) to realize savings.



Also, means and methods can be taken under review to find more efficient ways of completing tasks that result in less time and labor.

Our Project Managers also consult with senior ESA management on Requests for Information and Change Order Requests to review them for completeness and to identify value engineering solutions. Additionally, when and where applicable, in regard to savings possibilities, we seek the input of Owners, Architects, Users, and Subcontractors for additional ideas and proposals. At ESA, we like to keep all options open to provide the Owner with the best value for their money while keeping the design intent in regard to function and aesthetics in sharp focus.

APPENDIX A.6.

Design-Build Environment

ESA's Design-Build Department employs the following steps when working with clients to define a project's scope:

1. Initial meeting and consultation. The intent of the first meeting is to understand the client's vision. In this stage, we first listen to what the client wants to accomplish; whether it is a simple repair & replace, remodel, new construction, or improvement. As we listen we take notes of the scope of the project and formulate questions for scope clarification.
2. To further define the project, we then discuss any questions we may have regarding processes, materials, or design intent. We collaborate with the client to create workable solutions to common or specific problems.
3. Either during or after the first two steps, we will conduct a site visit, and perform a thorough inspection of the project area. We will take measurements and pictures, note materials needed, and employ inspections from specialty trades if needed.
4. Once the scope of work, design, and material basis are agreed upon by the client, we put together an estimate (if private client) or a JOC proposal (if under JOC contract).
5. If the estimate or proposal is accepted, we employ design professionals to create the design drawings and specifications as needed in order to permit the job and proceed with construction.

One of the CM at Risk projects we completed – NMSU Health & Social Services Building. This project was originally put out for bid by NMSU. ESA Construction, Inc. did not prepare a quotation for the original RFQ. All of the RFQ quotes came in \$1,000,000 over the owner's budget. ESA Construction, Inc. prepared a CM at Risk proposal and was awarded the project. We were able to complete this project on time and within the Owner's initial budget. This was done without decreasing the square footage, materially changing the building's appearance, or diminishing the project team's desired LEED Gold certification, which was achieved.



This was a highly successful project for all members of the group, with the owner saving \$903,000 – Alton Looney, NMSU Director of Facility Management.

Appendix B – Contractor’s Statement of Qualification

1. ORGANIZATION

Name: ESA Construction, Inc. Address:

Principal Office: 3435 Girard Blvd. NE, Albuquerque, NM 87107

Corporation Partnership Sole Proprietorship Joint
Venture
 Other

a. How many years has your organization been in business as a contractor? 64 Years

b. How many years has your organization been in business under its present business name?
34 Years

c. Under what other or former names has your organization operated? 30 Years under
John R. Lavis General Contractor, Inc.

d. Department of Work Force Solutions Contracting Registration # 0013420060701

Effective Dates: 6/14/22 to 7/13/24

e. Submit FEIN and Dunn & Bradstreet report.

f. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

None

g. Felony Conviction Notice: Indicate if the supplier

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

ESA is not owned or operated by anyone who has been convicted of a felony.

h. Describe any debarment or suspension actions taken against supplier

None

2. LICENSING

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:

ESA Construction, Inc.

- b. License Classification: GB98, GA98, GF05 License Code: 25233548
- c. License Number: 28493
- d. Issue Date: 6/19/1988 Expiration Date: 5/31/2023
- e. Is the firm's contractor's license free of ever being suspended or revoked by the CID or by the appropriate licensing agency in any other state?
 Yes [] No (attach explanation)
- f. Does your firm hold all applicable business licenses required by state and local law?
- License Number: ZBL-50617 Jurisdiction: Bernalillo County
Name of License Holder, exactly as it appears on file with jurisdictional authorities.
ESA Construction
Issue Date: 9/12/2022 Expiration Date: 9/12/2023
 - License Number: BRC-2002-279573 Jurisdiction: City of Albuquerque
Name of License Holder, exactly as it appears on file with jurisdictional authorities.
ESA Construction, Inc.
Issue Date: 06/01/2022 Expiration Date: 5/31/2023
 - License Number: 02102987003 Jurisdiction: City of Santa Fe
Name of License Holder, exactly as it appears on file with jurisdictional authorities.
ESA Construction Inc.
Issue Date: 8/30/2022 Expiration Date: 8/30/2023
- g. Is your firm registered with the State of New Mexico's Purchasing Department with a Resident Preference Number? Yes [] No
Resident Preference Number: L1160761008 Issue Date: 06/24/1988
Name of number holder, exactly as it appears on file with State Purchasing.
ESA Construction Inc.
- h. Is your firm free from formal debarment from public works, federal, state or local jurisdictions?
 Yes [] No (attach explanation*)

3. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources.

(1) Total number of current employees:	
Project Managers	<u>10</u>
Estimators	<u>3</u>

Superintendents	<u>15</u>
Foremen	<u>0</u>
Tradesmen	<u>29</u>
Administration	<u>8</u>
Others Laborers	<u>21</u>

(2) Does your firm have the immediate capacity to perform the work required for this project?

Yes

No

(3) What is the number and location of support centers, if applicable, and location of corporate offices?

Main Office is 3435 Girard Blvd. NE, Albuquerque, NM. We have two support offices in Las Cruces, NM and El Paso, TX

(4) What was your annual construction volume over the last three (3) fiscal years?

29 Million

(5) What are your overall public sector sales, excluding Federal Government, for last three (3) years?

Please see Attachment F

(6) What is your strategy to increase market share in the public sector?

Please see Attachment F

(7) What differentiates your company from competitors in the public sector?

Please see Attachment F

(8) Describe any green or environmental initiatives or policies.

Please see Attachment F

(9) Provide any necessary detail as it relates to standard ordering methods and payment terms.

Please see Attachment F

(10) If Contractor requires additional agreements with Participating Public Agencies, provide a copy of the proposed agreement herein.

No additional agreements are anticipated.

4. SURETY

a. Firm's current surety company: Federal Insurance Company

Will this surety be used for the construction contract for this project?

Yes

No (attach explanation*)

Contact Agent: HUB International Telephone: 915-206-6023

Years utilizing this surety: 29 Years Maximum capacity: 60 Million

Aggregate Total of current surety in force: 30 Million

b. Is the surety company to be used on this project licensed to do business in the State of New Mexico?

Yes No (attach explanation*)

c. Is your firm free of having any construction contracts taken over by a surety for completion in the past five (5) years?

Yes No (attach explanation*)

d. **Complete Attachment A Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity. Please see attached Letter.**

5. SAFETY

a. Does your firm have a written safety program compliant with current state regulations?
 Yes No (attach explanation*)

(NOTE: Selected contractor will be required to provide a copy of their firm's written safety program at the time of contracting.)

b. Provide the Recordable Incident Rate for the past calendar year: 0.00

c. Is your firm free of committing serious or willful violations of federal or state safety laws as determined by a final non-appealable decision of a court or government agency?

Yes No (attach explanation*)

d. Provide your safety record, safety rating, EMR and worker's compensation rate where available. **Please see attached Workers Compensation Experience Rating report.**

6. INSURANCE & CLAIMS HISTORY

a. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was party?

Yes No (attach explanation*)

b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity?

Yes No (attach explanation*)

- c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents?

Yes No (attach explanation*)

- d. **Complete Attachment B** by providing a letter from an insurance carrier stating that the firm is able to obtain insurance in the limits required in the RFP.

Please see the attached letter from the insurance carrier.

7. QUALITY ASSURANCE

- a. Does your firm have a written Quality Assurance Program?

Yes No (attach explanation*)

- b. **Complete Attachment C** by providing a copy of the written Quality Assurance Program. Please see attached Quality Assurance Program

8. PROJECT SCHEDULING

- a. Has the firm been involved with a construction project within the past five (5) years, where the schedule was not met?

Yes No

If yes, please explain

- Project 1 Name: N/A

Reason for Delay: _____

- Project 2 Name: N/A

Reason for Delay: _____

- Project 3 Name: N/A

Reason for Delay: _____

- b. Has the firm been assessed liquidated damages due to scheduling for any project in the past five (5) years?

Yes No

If yes, please list project(s)

- Project 1 Name: N/A

- Project 2 Name: N/A
- Project 3 Name: N/A

9. LABOR CODE VIOLATIONS

- a. Has your firm, during the past five (5) years, been free of any determinations by a court or an administrative agency of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects?
 Yes No (attach explanation*)
- b. **Complete Attachment D** by providing requested affidavit of non-violation of labor codes. [Please see attached Attachment D](#)
- c. Is the firm free of all sub-contractor Fair Practices Act violations for the past five (5) years?
 Yes No (attach explanation*)

10. VALUE STATEMENT

UNM places a strong emphasis on diversity, quality management and sustainable efforts and strives to utilize these practices in its everyday activities. **Complete Attachment E** by describing your firm's value system and note how you would demonstrate such practices on this project? [Please see attached Value Statement](#)

11. CONTRACTOR'S COMMENTS

- a. ***Complete Attachment F** if you have selected any answers in the qualification statement that require further explanation. Note the question number and proceed with the explanation. This attachment may also be used if necessary to further clarify any of the answers to the above qualification questions, by noting the question number and posting the clarification. [Please see Attachment F](#)
- b. **Complete Attachment G** if you would like to provide additional information about your firm and/or proposal.
[Please see Attachment G](#)

The undersigned certifies that all of the qualification information submitted with this form is true and correct.

Signature of authorized representative 

Printed or typed name Steven C. Pannell

Title Vice-President

Date November 17, 2022

Company name ESA Construction, Inc.

Address 3435 Girard Blvd. NE

City/State/Zip Albuquerque, NM 87107

Telephone 505-884-2171 Fax 505-888-3150

Email spannell@esaconstruction.com

ATTACHMENTS INCLUDED - 12

Please check all attachments included in the proposal A Notarized Declaration of Surety

- B Proof of Insurance
- C Copy of Quality Assurance Program
- D Affidavit of Non-Violation of Labor Codes
- E Copy of Value Statement
- F Clarifications, and Explanations
- G Additional Information (Optional)

----- END OF **PRIMARY CONTRACTOR'S** QUALIFICATION STATEMENT -----

Business Information Report Snapshot

ESA CONSTRUCTION, INC.

D-U-N-S: 19-511-5175

ADDRESS: 3435 Girard Blvd Ne Ste A, Albuquerque, NM, 87107, United States

Date: 11/15/2022

RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 120,000	79 LOW RISK	83 LOW-MODERATE RISK	96 LOW RISK	1 LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

LOW

LOW-MODERATE

MODERATE

MODERATE-HIGH

HIGH

Maximum Credit Recommendation

US\$ 120,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **VERY STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **STRONG LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

PAYDEX® SUMMARY

3 Months

79

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last **3 months**.

24 Months

79

Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers average 2 days beyond terms. Value is based on payments collected over the last **24 months**.

79

Low Risk (100)

High Risk (1)

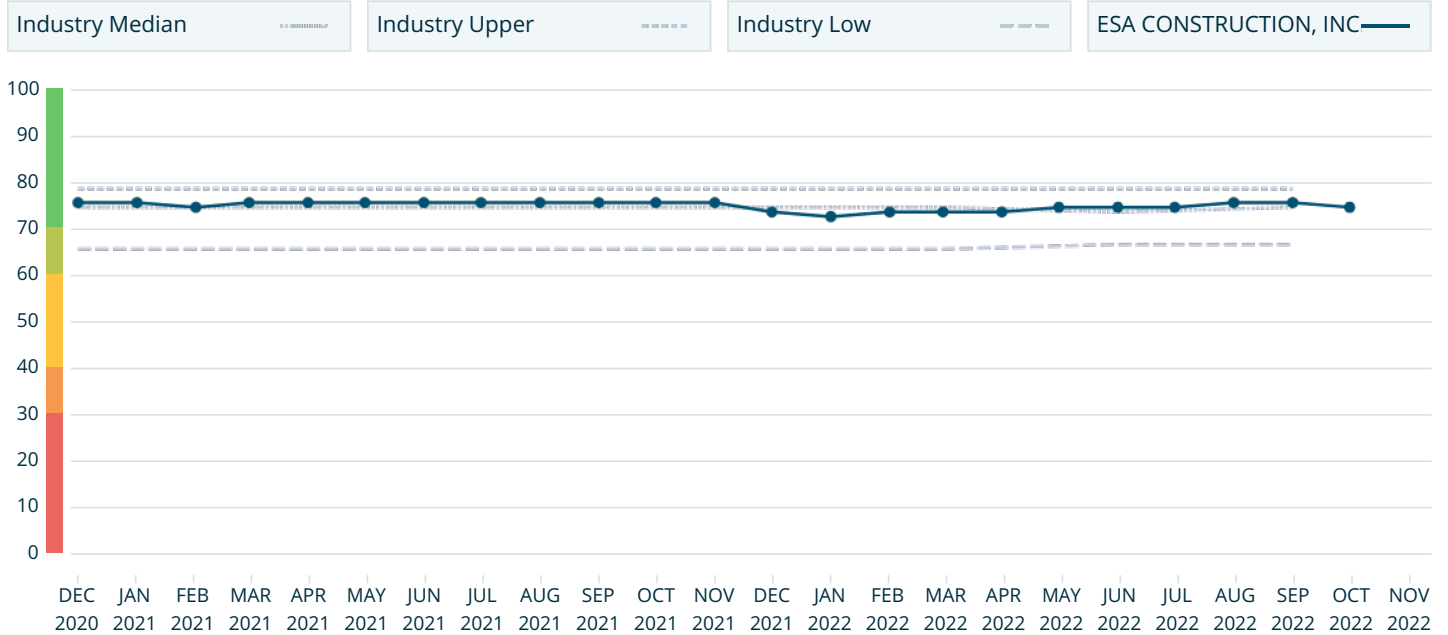
Based on a D&B PAYDEX® of

Risk of Slow Pay
LOW

Payment Behavior
2 Days Beyond Terms

Business and Industry Trends

1542 - Nonresidential construction



DELINQUENCY PREDICTOR SCORE

83

Low Risk (100)

High Risk (1)

Based on a D&B Delinquency Predictor Percentile of **M**

- Higher risk industry based on delinquency rates for this industry
- Recent high balance past due
- Evidence of open suits

Level of Risk
LOW-MODERATE

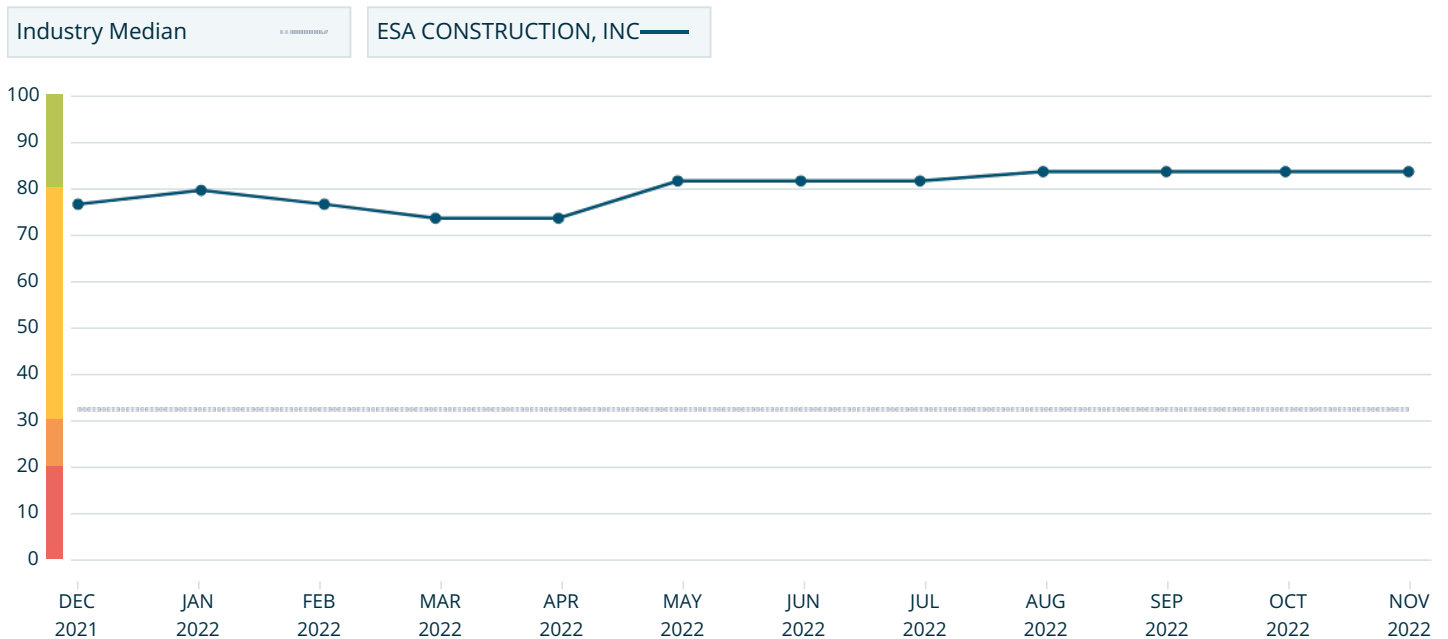
Raw Score
558

Probability of Delinquency
2.23%

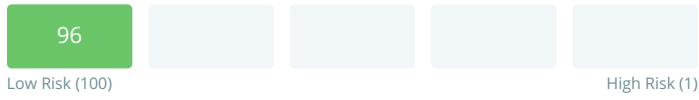
Compared to Businesses in D&B
10.2%

Business and Industry Trends

1542 - Nonresidential construction



FINANCIAL STRESS SCORE



Low proportion of satisfactory payment experiences to total payment experiences

Based on a D&B Financial Stress Percentile of

Level of Risk
LOW

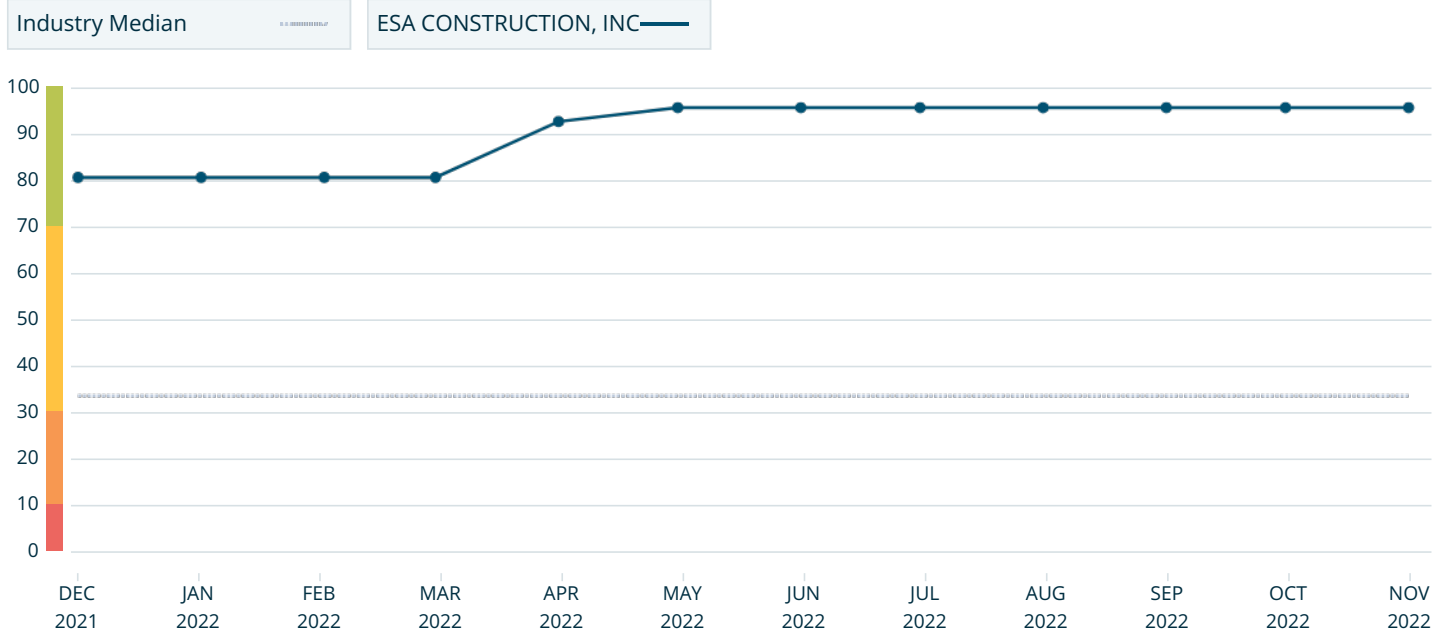
Raw Score
1577

Probability of Failure
0.04%

Compared to Businesses in D&B
0.48%

Business and Industry Trends

1542 - Nonresidential construction



SUPPLIER EVALUATION RISK RATING



Based on a Supplier Evaluation Risk Rating of !

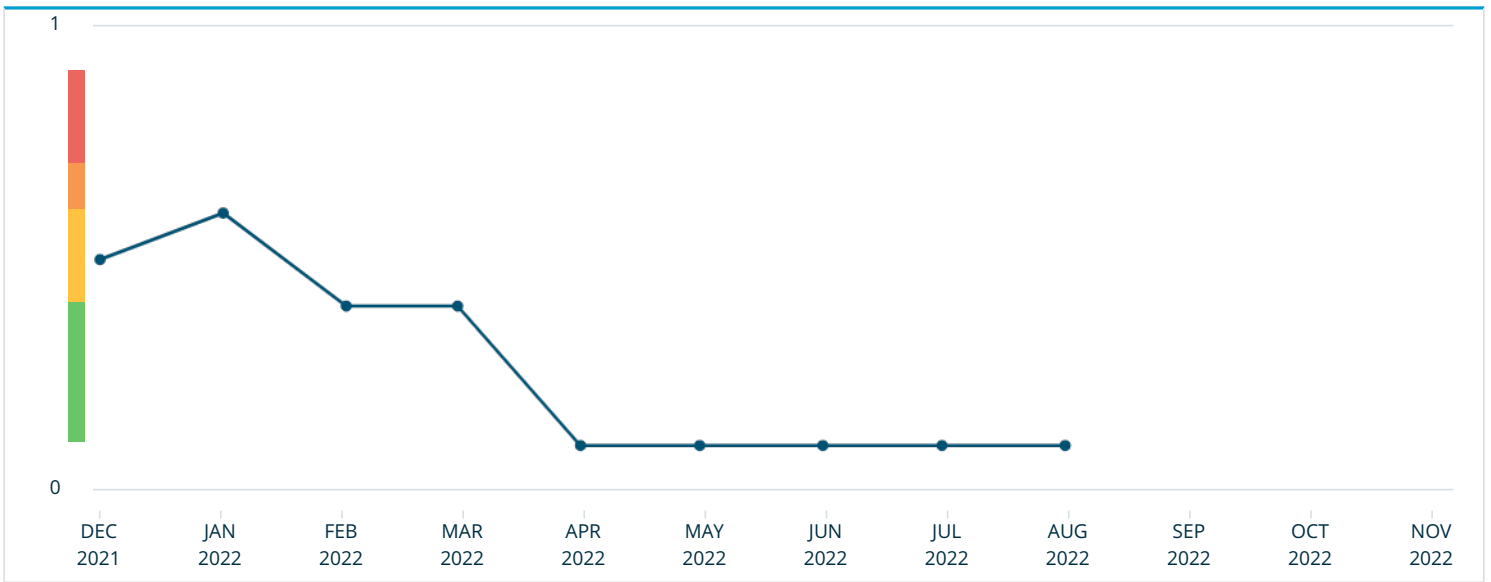
Factors Affecting Your Score

Limited business activity signals reported in the past 12 months

Business and Industry Trends

1542 - Nonresidential construction





D&B RATING

Current Rating as of 03-14-2022

Financial Strength

3A: US\$1,000,000 to
US\$9,999,999 in Net Worth or
Equity

Risk Indicator

2: Low Risk

Previous Rating

Risk Indicator

3: Moderate Risk

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY		Based on 24 months of data
<p>Overall Payment Behavior</p> <h1>2</h1> <p>Days Beyond Terms</p> <p>Highest Now Owing: US\$ 10,000</p>	<p>% of Trade Within Terms</p> <h1>96%</h1> <p>Total Trade Experiences: 29</p> <p>Largest High Credit: US\$ 40,000</p> <p>Average High Credit: US\$ 6,392</p>	<p>Highest Past Due</p> <h1>US\$ 100</h1> <p>Total Unfavorable Comments : 0</p> <p>Largest High Credit: US\$ 0</p> <p>Total Placed in Collections: 0</p> <p>Largest High Credit: US\$ 0</p>

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	\$0
50,000 - 100,000	0%	0	\$0
15,000 - 49,999	100%	4	\$100,000
5,000 - 14,999	92%	6	\$45,000
1,000 - 4,999	96%	7	\$13,000
UNDER 1,000	100%	8	\$1,800

TRADE PAYMENTS BY INDUSTRY			
Collapse All Expand All			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼73 - Business Services	5	15,000	
7389 - Misc Business Service	3	15,000	100
7374 - Data Processing Svcs	1	750	100
7359 - Misc Equipment Rental	1	100	100
▼61 - Nondepository Credit Institutions	2	40,000	
6153 - Short-trm Busn Credit	2	40,000	100

▼50 - Wholesale Trade - Durable Goods	5	7,500	
5031 - Whol Lumber/millwork	2	250	100
5032 - Whol Brick/stone	1	7,500	50
5084 - Whol Industrial Equip	1	2,500	100
5085 - Whol Industrial Suppl	1	1,000	100
▼60 - Depository Institutions	2	30,000	
6062 - Credit Union-non Fed	1	30,000	100
6021 - Natnl Commercial Bank	1	7,500	100
35 - Industrial And Commercial Machinery And Computer ▼ Equipment	3	15,000	
3548 - Mfg Welding Apparatus	1	15,000	100
3585 - Mfg Refrig/heat Equip	1	2,500	100
3579 - Mfg Misc Office Eqpt	1	250	100
36 - Electronic And Other Electrical Equipment And ▼ Components Except Computer Equipment	1	7,500	
3625 - Mfg Relays/controls	1	7,500	100
87 - Engineering Accounting Research Management And ▼ Related Services	1	7,500	
8748 - Business Consulting	1	7,500	100
▼99 - Nonclassifiable Establishments	1	5,000	
9999 - Nonclassified	1	5,000	100
▼48 - Communications	1	2,500	
4812 - Radiotelephone Commun	1	2,500	100
52 - Building Materials Hardware Garden Supply And ▼ Mobile Home Dealers	1	2,500	
5251 - Ret Hardware	1	2,500	100
▼59 - Miscellaneous Retail	1	1,000	
5943 - Ret Stationery	1	1,000	50
▼32 - Stone, Clay, Glass, And Concrete Products	1	250	
3273 - Mfg Readymix Concrete	1	250	100
▼45 - Transportation By Air	1	100	
4513 - Air Courier Service	1	100	100

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
11/2022	-	Cash Account	50	-	-	Between 6 and 12 Months
10/2022	Prompt	-	40,000	10,000	0	1 Month
10/2022	Prompt	-	15,000	0	0	1 Month
10/2022	Prompt	-	10,000	10,000	0	1 Month
10/2022	Prompt	-	7,500	0	0	Between 2 and 3 Months
10/2022	Prompt	-	7,500	7,500	100	1 Month
10/2022	Prompt	-	5,000	750	0	1 Month
10/2022	Prompt	-	2,500	500	0	1 Month
10/2022	Prompt	-	2,500	250	0	1 Month
10/2022	Prompt	-	2,500	0	0	1 Month
10/2022	Prompt	N30	1,000	0	0	1 Month
10/2022	Prompt	-	1,000	500	0	1 Month
10/2022	Prompt	-	750	500	0	1 Month
10/2022	Prompt	N30	250	0	0	Between 6 and 12 Months
10/2022	Prompt	-	250	0	0	Between 4 and 5 Months
10/2022	Prompt	-	100	100	0	1 Month
10/2022	Prompt	-	50	0	0	Between 4 and 5 Months
10/2022	Prompt	-	50	50	0	1 Month
10/2022	Prompt to Slow	2 10 N30	7,500	0	0	Between 4 and 5 Months
10/2022	Prompt to Slow	-	1,000	1,000	0	1 Month
10/2022	-	Cash Account	1,000	0	0	Between 4 and 5 Months
09/2022	Prompt	-	2,500	1,000	0	1 Month
09/2022	Prompt	-	250	0	0	1 Month
05/2022	-	Cash Account	50	-	-	1 Month
04/2022	Prompt	-	30,000	0	0	Between 6 and 12 Months

04/2022	-	Cash Account	250	0	0	Between 2 and 3 Months
02/2022	Prompt	-	7,500	0	0	Between 6 and 12 Months
05/2021	Prompt	-	15,000	0	0	Between 6 and 12 Months
02/2021	Prompt	-	100	100	0	1 Month

EVENTS

LEGAL EVENTS

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	2	TOTAL	0	TOTAL	0	TOTAL	0
LAST FILING DATE	09/10/2015	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-

General: The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this was reported. This information may not be reproduced in whole or in part by any means of reproduction.

UCC Filings: There may be additional UCC Filings in the D&B file on this company which are available by contacting 1-800-234-3867.

Suits, Liens, Judgements: There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database that are also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

Lien: A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

EVENTS

Suit

Filing Date	2015-09-10
Filing Number	352-280931-15
Status	Pending
Date Status Attained	2015-09-10
Received Date	2015-09-28
Cause	Unknown
Plaintiffs	COMPOSITE COOLING SOLUTIONS, L.P., FORT WORTH, TX
Defendant	ESA CONSTRUCTION, INC., EL PASO, TX
Court	TARRANT COUNTY CIVIL DISTRICT COURT, FORT WORTH, TX

Suit

Filing Date	2010-11-15
Filing Number	2010-4494
Status	Dismissed
Date Status Attained	2011-03-30
Received Date	2011-04-01

Cause	Breach Of Contract
Plaintiffs	THE RELIABLE AUTOMATIC SPRINKLER CO
Defendant	ESA CONSTRUCTION, INC., EL PASO, TX
Defendant	AND OTHERS
Court	EL PASO COUNTY DISTRICT COURT, EL PASO, TX

COMPANY EVENTS

The following information was reported on: 09-24-2022

The New Mexico Secretary of State's business registrations file showed that ESA Construction, Inc. was registered as a Corporation on November 10, 1987, under the file registration number 1371897.

Business started 1987. 51% of capital stock is owned by the officers. 49% of capital stock is owned by employees.

THOMAS PRECKETT born 1955. 1987-present active here.

STEVEN PANNELL. Antecedents are unknown.

BEVERLY WADE born 1938. 1992-present active here.

HSIAOLING DOHLE. Antecedents not available.

SPECIAL EVENTS

There are no special events recorded for this business.

Financials

D&B currently has no financial information on file for this company.

COMPANY PROFILE

COMPANY OVERVIEW

D-U-N-S

19-511-5175

Mailing Address

3435 Girard Blvd Ne Ste A, Albuquerque
NM 87107, US

Annual Sales

US\$ 26,750,921

Business Form

Corporation (US)

Telephone

(505) 884-2171

Employees

40

Date Incorporated

11/10/1987

Fax

-

Age (Year Started)

35 years (1987)

State of Incorporation

New Mexico

Website

-

Named Principal

THOMAS PRECKETT, PRESIDENT

Ownership

-

Line of Business



Nonresidential construction

SIC

1542

OWNERSHIP

FAMILY TREE SUMMARY		
Members in the Tree	Subsidiaries of this Company	Branches of this Company
2	0	1

FAMILY TREE	
 Esa Construction, Inc. 195115175 Albuquerque, NM	
 Esa Construction, Inc. 806680661 El Paso, TX	

ATTACHMENT

A

Notarized
Declaration of
Surety



November 2, 2022

The Regents of the University of New Mexico
MSC01 1240
Albuquerque, NM 87131-0001

Re: ESA Construction, Inc.
University of New Mexico JOC Projects

To whom it may concern:

Please utilize this letter as verification that we are in position to provide the required proposal, performance and payment bonds referenced for University of New Mexico JOC projects with maximum JOC contract value is \$12,500,000 and maximum \$4,000,000 per project for our valued client, ESA Construction, Inc.

As their surety agent, we have established the ability to provide bid, performance, and payment bonds on individual projects over \$30,000,000 single and \$60,000,000 aggregate in backlog, of which \$30,000,000 is currently available. These are only general parameters, and we would be pleased to respond to any reasonable request on their behalf. Bonds are currently provided by Federal Insurance Company, who maintains a rating of A++ XV, as rated by A.M. Best. Federal has provided bonds for over 25 years.

ESA Construction, Inc. has an exemplary record with respects to completing projects on time, providing a quality construction project to a wide variety of owners. We highly recommend ESA Construction, Inc. for future construction projects. Should you have any questions, please feel free to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul D. Gilcrease", is written over a light blue circular stamp.

Paul D. Gilcrease
Assistant Vice President
Surety Bonds

PDG: sf

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: ESA CONSTRUCTION INC

Risk ID: 917648034

Rating Effective Date: 12/31/2021

Production Date: 07/08/2021

State: INTERSTATE

State	Wt	SRP	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
NM	.18	0	185,011	246,992	61,981	0	53,325	7,097	7,097
TX	.20	0	12,274	18,769	6,495	23,150	49,000	41,150	18,000
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.18		197,285	265,761	68,476	23,150	53,020	48,247	25,097	

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 25,097	$C * (1 - A) + G$ 214,794	$(A) * (F)$ 4,167	(J) 244,058	
Expected	(E) 68,476	$C * (1 - A) + G$ 214,794	$(A) * (C)$ 35,511	(K) 318,781	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00				(J) / (K) .77

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE. ONE OR MORE CLAIM AMOUNTS HAVE BEEN REDUCED DUE TO EMPLOYER REIMBURSEMENTS AS PART OF A NET DEDUCTIBLE, EMPLOYER-PAID MEDICAL OR COMPENSATION REIMBURSEMENT PROGRAM IN THE FOLLOWING JURISDICTIONS: NM

Carrier: 10030 - 778 Policy: WC711715446

Eff-Date: 12/31/2020 Exp-Date: 12/31/2021

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WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: ESA CONSTRUCTION INC

Risk ID: 917648034

Rating Effective Date: 12/31/2021

Production Date: 07/08/2021

State: INTERSTATE

30-NEW MEXICO

Firm ID:

Firm Name: ESA CONSTRUCTION INC

Carrier: 15245

Policy No. UB8J6747901726G

Eff Date: 12/31/2017

Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	ETS0707	05	F	6,132	6,132
5022	2.65	.25	66,638	1,766	442					
5102	2.24	.25	11,781	264	66					
5213	1.91	.25	48,668	930	233					
5221	1.98	.27	112,443	2,226	601					
5348	1.77	.27	10,797	191	52					
5403	2.42	.25	2,086,954	50,504	12,626					
5445	2.30	.25	298,959	6,876	1,719					
5474	2.21	.25	252,417	5,578	1,395					
5480	2.06	.25	70,932	1,461	365					
5535	2.42	.27	100,584	2,434	657					
5606	.40	.25	668,520	2,674	669					
6217	1.60	.25	51,446	823	206					
8810	.11	.35	341,495	376	132					
9664	DEDUCTIBLE REPORTI			0	0					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			4,121,634	Subject Premium:	202,751	Total Act Inc Losses:		6,132		

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: ESA CONSTRUCTION INC

Risk ID: 917648034

Rating Effective Date: 12/31/2021

Production Date: 07/08/2021

State: INTERSTATE

30-NEW MEXICO

Firm ID:

Firm Name: ESA CONSTRUCTION INC

Carrier: 12610

Policy No. UB8J6747901826G

Eff Date: 12/31/2018

Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	FMP1978	05	F	965	965
5022	2.65	.25	13,161	349	87					
5102	2.24	.25	8,161	183	46					
5213	1.91	.25	8,317	159	40					
5221	1.98	.27	260,288	5,154	1,392					
5348	1.77	.27	11,172	198	53					
5403	2.42	.25	2,237,771	54,154	13,539					
5445	2.30	.25	365,037	8,396	2,099					
5474	2.21	.25	344,394	7,611	1,903					
5480	2.06	.25	37,027	763	191					
5535	2.42	.27	123,256	2,983	805					
5606	.40	.25	1,022,668	4,091	1,023					
6217	1.60	.25	62,139	994	249					
8810	.11	.35	275,406	303	106					
9664	DEDUCTIBLE REPORTI			0	0					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			4,768,797	Subject Premium:	191,558	Total Act Inc Losses:			965	

30-NEW MEXICO

Firm ID:

Firm Name: ESA CONSTRUCTION INC

Carrier: 12610

Policy No. UB8J6747901926G

Eff Date: 12/31/2019

Exp Date: 12/31/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0					
5022	2.65	.25	139,277	3,691	923					
5059	6.19	.23	165,506	10,245	2,356					
5348	1.77	.27	406	7	2					
5403	2.42	.25	2,788,001	67,470	16,868					
5474	2.21	.25	47,291	1,045	261					
5606	.40	.25	514,800	2,059	515					
6217	1.60	.25	1,159	19	5					
8810	.11	.35	923,043	1,015	355					
9664	DEDUCTIBLE REPORTI			0	0					
9812	EMPLOYERS LIABILIT			0	0					
Policy Total:			4,579,483	Subject Premium:	200,762	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: ESA CONSTRUCTION INC

Risk ID: 917648034

Rating Effective Date: 12/31/2021

Production Date: 07/08/2021

State: INTERSTATE

42-TEXAS

Firm ID: Firm Name: ESA CONSTRUCTION INC

Carrier: 22640 Policy No. UB8J6747901726G Eff Date: 12/31/2017 Exp Date: 12/31/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5102	1.21	.35	3,914	47	16	FDZ9544	04	F	41,150	18,000
5200	.94	.35	56,807	534	187					
5213	.98	.29	2,711	27	8					
5348	.78	.39	101	1						
5403	1.39	.35	521,975	7,255	2,539					
5437	1.12	.35	15,843	177	62					
5443	.66	.44	18,524	122	54					
5474	.88	.29	58,036	511	148					
5538	1.55	.29	14,989	232	67					
5606	.18	.29	129,379	233	68					
6219	1.13	.29	9,166	104	30					
8809	.04	.39	62,400	25	10					
8810	.03	.46	130,662	39	18					
Policy Total:			1,024,507	Subject Premium:	22,110	Total Act Inc Losses:			41,150	

42-TEXAS

Firm ID: Firm Name: ESA CONSTRUCTION INC

Carrier: 12637 Policy No. UB8J6747901826G Eff Date: 12/31/2018 Exp Date: 12/31/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.40	.29	5,874	82	24					
5102	1.21	.35	777	9	3					
5200	.94	.35	4,928	46	16					
5213	.98	.29	1,232	12	3					
5403	1.39	.35	244,144	3,394	1,188					
5437	1.12	.35	34,707	389	136					
5474	.88	.29	20,105	177	51					
5538	1.55	.29	4,425	69	20					
5606	.18	.29	52,800	95	28					
6219	1.13	.29	11,335	128	37					
8809	.04	.39	62,400	25	10					
8810	.03	.46	234,281	70	32					
Policy Total:			677,008	Subject Premium:	14,103	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

WORKERS COMPENSATION EXPERIENCE RATING



Risk Name: ESA CONSTRUCTION INC

Risk ID: 917648034

Rating Effective Date: 12/31/2021

Production Date: 07/08/2021

State: INTERSTATE

42-TEXAS

Firm ID:

Firm Name: ESA CONSTRUCTION INC

Carrier: 12637

Policy No. UB8J6747901926G

Eff Date: 12/31/2019

Exp Date: 12/31/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	1.40	.29	6,635	93	27					
5102	1.21	.35	217	3	1					
5403	1.39	.35	300,274	4,174	1,461					
5437	1.12	.35	48,382	542	190					
5462	1.46	.39	118	2	1					
5474	.88	.29	6,170	54	16					
8809	.04	.39	62,400	25	10					
8810	.03	.46	244,126	73	34					
Policy Total:			668,322	Subject Premium:	13,698	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

ATTACHMENT

B

Proof of Insurance



November 10, 2022

University of New Mexico – Purchasing Department
700 Lomas Blvd. NE, #2600
MSC01 1740
Albuquerque, NM 87131-0001

RE: ESA Construction, Inc.
UNM Job Order Contracting (JOC) – RFP-2379-23

To Whom It May Concern:

ESA Construction, Inc. will be able to provide the insurance coverage as required by contract.

If you require any additional information, please contact our office.

Sincerely,

Margie Blackmon

Margie Blackmon
Account Manager/Supervisor

ATTACHMENT

C

Copy of Quality
Assurance
Program



3435 Girard NE
Albuquerque, New Mexico 87107
505-884-2171

120 Paragon Ln, Suite 103
El Paso, Texas 79912
915-845-4577

Quality Assurance Program

Revision Date: August 2017

The measure of an organization's performance is the quality of its products and services. The goal of our Quality Assurance Program is the safe delivery of reliable products and services that meet or exceed our customer's requirements, needs, and expectations. To accomplish this, our Quality Assurance Program describes the methods for planning, performing, assessing, and improving our goods and services, including those of our suppliers and subcontractors. The Quality Assurance Program is integrated with and complements our Safety and Hazard Communication Program.

The policies and processes described within this document have been reviewed and approved for distribution and implementation by the senior management of ESA Construction, Inc. and the customer organization (if required) as signed below:

Thomas W. Preckett, President

Signed: Thomas Preckett

Date: December 12, 2019

Customer:

Project: _____

Organization: _____

Signed: _____

Print Name & Title: _____

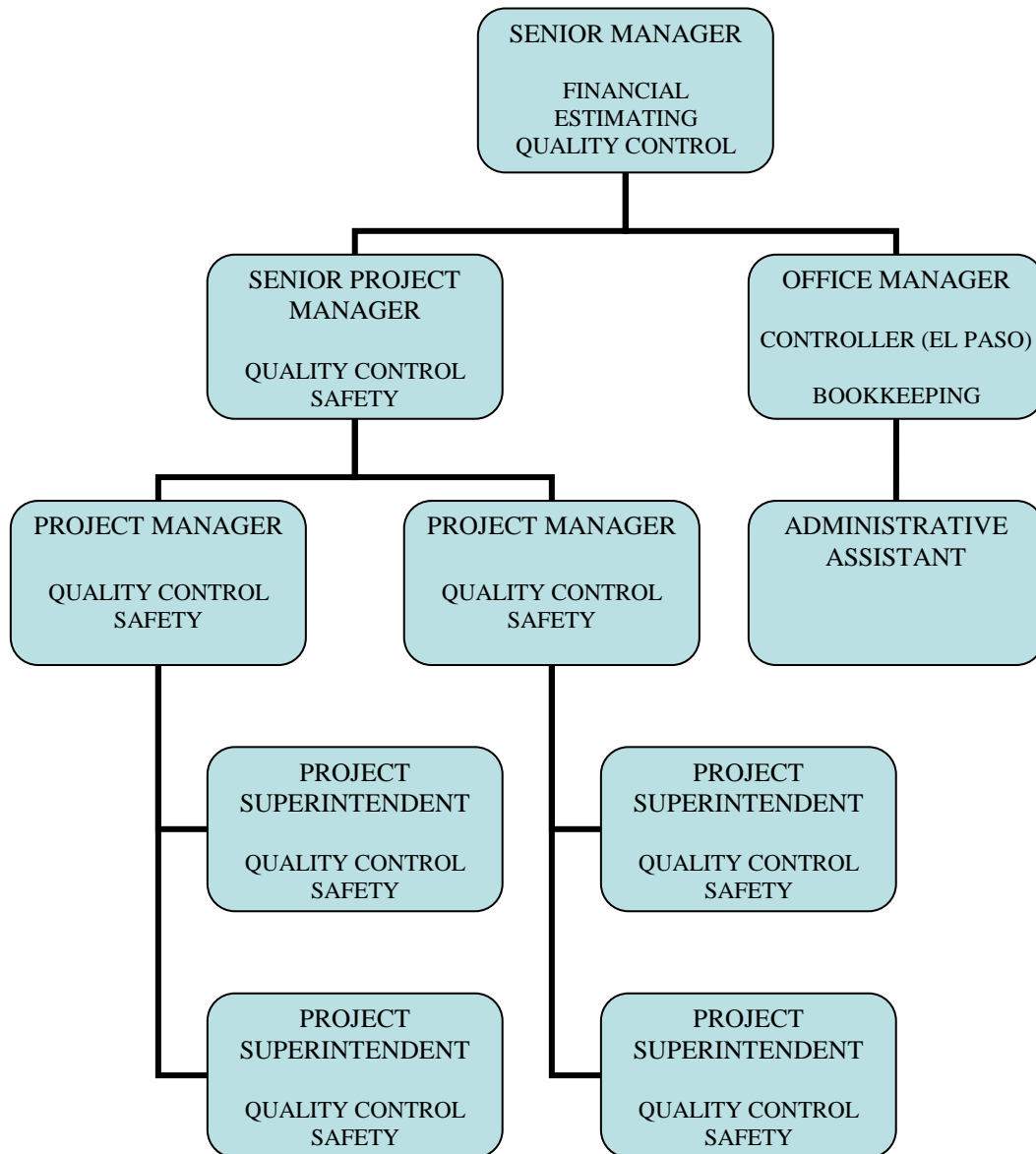
TABLE OF CONTENTS

- I. Organization Structure
- II. Personnel Training and Qualification
- III. Quality Improvement
- IV. Documents and Records
- V. Work Processes
- VI. Design
- VII. Procurement
- VIII. Inspection and Acceptance Testing

I. Organization Structure

ESA Construction, Inc. is a New Mexico corporation with offices in Albuquerque, New Mexico and El Paso, Texas. The financial, insurance and bonding operations are integrated and operated as a unit under the direction of the two principal shareholders that serve as Senior Managers of each office.

The structure and operation of each office is essentially the same and each functions according to the following organizational chart.



II. Personnel Training and Qualification

All ESA Construction supervisory employees are required to be trained and current in First Aid, CPR, Hazard Communication and basic OSHA requirements. (See Safety and Hazard Communication Program)

As projects arise with new training requirements, employees are scheduled for training to meet the specification requirements of the project. Training records are maintained and updated to ensure that employee training is current.

Subcontractors are made aware of all training requirements prior to beginning work on a specific project. Subcontractors are required to provide training documentation.

III. Quality Improvement

Quality Improvement is a process based on the premise that the planning, performance and measurement of all work can be improved.

A. Senior Management

It is the role of Senior Management to establish and cultivate the principles of quality requirements into everyday work. Senior Management is responsible for the achievement and improvement of quality at all levels of the organization and to ensure that the Quality Assurance Program is understood and implemented. Management has the primary responsibility and accountability for the leadership and commitment to quality achievement and improvement within the scope of public, worker, and environmental safety.

ESA Construction is a closely held general contracting company that concentrates principally on competitively bid construction projects. Senior Management, Senior Project Managers, and Office Managers are shareholders and, as such, have a vested interest and continuously assess the Company's health.

Senior Management meets on a regular basis to review the status of the projects and the concerns of the project Management teams. Senior Management supports the project management teams with evaluation and input concerning the current needs of the Company, current management processes, quality of services, work performance, and areas of possible improvement.

B. Project Managers

The Senior Project Manager works in close proximity to the Project Managers and together they thoroughly assess the management processes applied to projects. They are able to discuss on a daily basis the project schedules, current and upcoming work activities, material deliveries, subcontractor performance, safety, training, labor distribution, and specific project concerns.

All members of the Project Management team have active involvement in providing information and feedback on the status of a project.

C. Independent Assessment

In order to assess the effectiveness of this Quality Assurance Program and ensure its continuing implementation, the Senior Project Manager will schedule an annual review of each Project Manager's use and adherence to the Program. The review is to be made by another Project Manager.

This review is to be accomplished by utilization of a printed copy of this Program as a guide. An analysis is to be made of each provision of the Program and how it has been applied to an actual project. The results of the review are to be documented in writing, along with recommendations for improvement in the provisions of the Program as well as the performance of the Project Manager.

The Senior Project Manager will work closely with the Project Managers to determine cause for deficiencies, and ensure adherence to the Program.

Recommendations for changes in the Program are to be made in writing to Senior Management.

IV. Documents and Records

ESA Construction administrative staff maintains an in-house record management system for all project, training and safety compliance documents. Forms have been developed for use by the administrative staff, Project Managers and field crews for use in planning, scheduling, documenting and managing projects.

A. Safety and Training

The Senior Project Manager (Safety Officer) maintains and manages all safety and training documents. The necessary safety and training documents are provided to the Project Superintendents for use in administration of the Safety and Hazard Communication Program.

Refer to Safety and Hazard Communication Program for pertinent specific record keeping requirements

B. Project Management

Project record documents are maintained by the Project Manager. This documentation includes correspondence, requests for information (RFI), and submittals which are filed in the office. Copies are provided to Project Superintendents for information and filing on the project site.

The basic information in project documents includes:

- Document number. Requests for Information and Submittals are numbered sequentially.
- The date of distribution.
- The Company names of the senders and recipients and the points of contact.
- A description of the subject matter including pertinent specification and/or drawing references.
- The means of distribution, i.e. fax, email, mail, etc.
- If a response is required, it is indicated along with the necessary time frame.
- The date of the response.
- Signatures in all areas indicated.

1. Schedules

ESA utilizes Microsoft Project and the critical path method for construction scheduling. This scheduling method enables the Project Team to see the impact changes have on the interdependent nature of scheduled tasks.

Project schedules are prepared by the Project Manager under the supervision of the Senior Project Manager. Information from subcontractors and material suppliers is utilized to prepare realistic, useful schedules for the benefit of the Owner as well as the construction team. Submittal preparation and review times, as well as fabrication and delivery times, are identified to enable expediting of critical path materials.

Conditions affecting progress are dynamic and subject to change. Therefore schedule information is scrutinized frequently and updated as necessary.

The most current information available is utilized in discussions with the Owner and the construction team to identify potential problems and possible solutions.

2. Submittals

Information on all materials and methods to be incorporated into a project is submitted for approval in accordance with project specifications. The submittal review process is detailed in Section VII. Procurement.

Submittal documents are recorded in logs that generally follow the submittal matrix provided in the project specification. Submittal logs are reviewed weekly to ensure all specified submittals are provided and to avoid delay in release, fabrication, delivery or installation of materials. The submittal log information includes:

- Submittal number.
- Dates received.
- Dates of transmittal.
- Submittal number.
- Specification section or drawing reference.
- Submittal type and description.
- Review and approval status

3. Daily Logs

A key element in the communication between the Project Superintendent and the Project Manager is the Daily Log.

The Project Superintendent maintains a Daily Log and copies are submitted to the Project Manager on a weekly basis for review and evaluation of the project in terms of quality, safety and productivity.

If the Project Superintendent identifies a quality deficiency, it is noted on the log and is immediately addressed. The Project Superintendent and Project Manager evaluate all deficiencies to determine the cause and most effective corrective measure. Minor deficiencies are resolved in the field and the corrective measure is noted. Deficiencies of a more serious nature involve evaluation by Senior Management in addition to the Project Superintendent and Project Manager.

In addition to work performed by ESA, Daily Logs are used to evaluate the work activities of subcontractors on site. If quality deficiencies are identified in the work activities of a subcontractor, the deficiency is noted on the log and the Project Manager and Superintendent take appropriate action to have the deficiency corrected. The Project Manager uses the Daily Logs to evaluate the project and will discuss corrective actions taken

during regular progress meetings with the intent of improving work activities Company wide.

4. Request for Information (RFI)

Requests for Information are a key element in the communication of the project management team with the Owner and the design consultants. Any discrepancy, inconsistency, ambiguity, or lack of information found in the plans or specifications is documented and submitted for review and clarification prior to proceeding with the work.

Subcontractors and suppliers, as well as the project superintendent, project manager, or any other member of the construction team are encouraged to carefully review the plans and specifications and submit RFIs as necessary. The project manager is responsible for transmitting and recording RFIs, and distributing responses to all concerned.

RFI documents should include:

- RFI number
- Dates of request and response
- Party to whom the RFI is submitted
- Specification section or drawing reference
- Description of the RFI
- A required response date based upon the urgency of the matter
- The response when it is provided.

5. As-Built Documents

Complete project record documents are maintained by the Project Manager. This documentation includes correspondence, requests for information (RFI), change orders, submittals, “as-built” drawings, test reports, inspection tags, and operation & maintenance manuals.

Project Superintendents are required to record as-built dimensions and changes as they occur. All pertinent data related to concealed elements, elevations and utility locations are promptly recorded on plans specifically maintained in the project office for that purpose. Similar information is recorded by major subcontractors and compiled at project completion by the Project Manager.

C. Field Management

Prior to the start of a project, the Project Manager and Project Superintendent assemble the Project File. The Project File is maintained in appropriate cabinets and binders and contains specific forms and information to aid the Project Superintendent in documenting, planning, scheduling, and performing

work activities. The Project Manager and the Project Superintendent will also identify any amendments or addenda to the plans and specifications to ensure these items are included in the work. The Project File consists of the following:

- Plans and specifications with amendments (addenda) clearly identified.
- Safety Plan.
- Project Specific Activity Hazard Analysis.
- Training Documents.
- Material Safety Data Sheets (MSDS).
- Weekly Tool Box Meeting Forms.
- Weekly Safety Inspection Forms.
- Daily Log Forms.
- Project Schedules.
- Copies of Purchase Orders.
- Copies of Subcontracts.
- Copies of Approved Submittals.
- Copies of RFI Responses.

The Project Manager is responsible for providing the Project Superintendent with current or updated documents as they become available throughout the project.

V. Work Processes

A. Safety

First consideration is given to the safety of all personnel before any activity is started.

The Project Manager and Project Superintendent are required to verify safety and training requirements, and compliance, prior to the start of a project and update as necessary throughout the project.

The Project Superintendent will conduct weekly safety inspections and weekly safety “toolbox” meetings.

It is the responsibility of the Project Superintendent to ensure proper implementation of the Safety Plan in the field and to manage job site files of safety records.

The supervisor may escalate to the project manager cases where a subcontractor or its employees repeatedly disregard requests for correction.

ESA Senior Management will occasionally employ outside safety agencies to randomly perform jobsite safety inspections without the prior knowledge of the Project Manager or Project Superintendent.

B. Approved Materials

Submittal data from suppliers and subcontractors are reviewed initially by the Project Manager for accuracy, compliance and quality assurance. Submittals are prepared and routed for review and approval. Review comments are documented and copies provided to the supplier/subcontractor. Suppliers/subcontractors are required to comply with all contract requirements. Upon receipt of approved submittals, the materials are released and scheduled for delivery.

Approved submittals are provided to the Project Superintendent who carefully reviews the information for accuracy, understanding, and correct installation.

C. Tools and Equipment

Regular maintenance and repair of tools and equipment is accomplished through daily inspections. The Project Superintendent is required to verify employees are trained to safely and properly use tools and equipment prior to operation. Advance scheduling with the Project Manager ensures that the necessary tools and equipment are available for a work activity when needed.

D. Field Supervision

Proper field supervision and management is accomplished through the utilization of regular progress meetings and coordination/pre-installation meetings scheduled on an as-needed basis. The meetings address project schedules, labor distribution and quality control issues.

The Project Superintendent inspects all materials upon delivery for quality compliance prior to acceptance.

E. Quality Control

The Project Manager and Project Superintendent are responsible for the administration of the Quality Assurance Program (QAP) in the field. To ensure that the program is being properly followed daily inspections take place to manage quality control and Daily Logs are reviewed weekly.

VI. Design

ESA Construction does not normally perform “Design/Build” projects. However, professional consultants are retained to perform design work when necessary.

Although ESA Construction, Inc. works almost exclusively from customer drawings and specifications, the design intent and customer requirements are followed in accordance with the general contract. To accomplish this several design processes are implemented.

A. Design Verification

The requirements of design drawings are carefully verified along with existing conditions. Discrepancies are documented and, when necessary, Requests for Information (RFI) are submitted to the Owner and design consultants for clarification.

B. Design Changes

Design changes are made only in accordance with instructions and approval of the Owner and design consultants.

C. Design Outputs

The completed construction is documented with “as-built” drawings, test reports, inspection tags, and operation & maintenance manuals. Project Superintendents are required to record and maintain as-built drawings to reflect actual dimensions and changes as they occur.

VII. Procurement

A. Suppliers and Subcontractors

ESA Construction, Inc. has developed many successful relationships with subcontractors, suppliers, and contracting entities since 1988. ESA currently maintains open accounts with numerous suppliers in New Mexico and El Paso, Texas. Based on the excellent working relationships with suppliers, ESA has been extended considerable credit, in addition to continual purchasing discounts.

ESA maintains a preferred subcontractor and supplier list. Price quotes are requested from vendors on this list for use in bid preparation.

Suppliers and subcontractors are required by the terms of purchase orders and subcontracts to comply with all pertinent provisions of the contract documents, plans and specifications.

To ensure that materials and services meet specifications, a series of internal reviews take place.

B. Initial Submittal Review

Project Manager reviews and certifies all submittal data prior to submission to the Architect/Engineer or Owner. Reviewed submittals are stamped by ESA, initialed by the Project Manager, and dated. Any changes, corrections, or deviations from the specification requirements are noted as appropriate within the technical data.

C. Returned Submittal Review

When the submittals are returned to ESA, the Project Manager again reviews them for any changes or notes the AE review team might have made. Review comments are documented and copies provided to the supplier or subcontractor. Rejected submittals are returned to the source for correction and resubmission.

D. Release for fabrication/delivery

Upon receipt of approved submittals, materials are released and scheduled for delivery.

E. Final Review

The final reviews by the Project Superintendent take place upon delivery of the material and prior to acceptance of the work.

F. Special Attention to Suspect/Counterfeit Items

Some subcontractors and suppliers may use inferior materials and process which can vary significantly from established standards and specifications. Substandard materials are known as suspect/counterfeit items (S/CIs). S/CIs pose immediate and potential threats to the safety of contractor workers, the public, and the environment. S/CIs can encompass a broad range of items, but the most common S/CIs found have been threaded fasteners and refurbished electrical circuit breakers. All persons involved in the procurement process are to be aware of potential S/CI and prevention methods.

Project Managers and Superintendents that are responsible for the procurement of these items and must assure that suppliers have demonstrated that they are capable of delivering acceptable items in a timely manner. The extent of verification and other procurement controls should commensurate with the importance of the safe and reliable operation of the item.

VIII. Inspection and Acceptance Testing

A. Pre-installation review

Before beginning work on a principal portion of a project, the Superintendent performs a pre-installation review with the subcontractor or crew responsible for the work. The review includes the appropriate Activity Hazard Analysis and review of the contract requirements to verify all materials and equipment have been approved, and tested, if required. If specified, a sample of the work is inspected to assure conformance with specifications. The superintendent also verifies that adequate supplies of the material and equipment are on hand.

B. Initial Installation Inspection

The initial inspection is conducted when a representative portion of a particular feature of work has been completed. The work is inspected for quality, for defective or damaged materials, omissions, and dimensional correctness. In the event that a deficiency is identified, it is noted on the Daily Log and is immediately addressed. All deficiencies are thoroughly evaluated by the Project Superintendent and Project Manager to determine the cause and most effective corrective measure. When deficiencies are minimal and are easily resolved in the field, the corrective measure is noted. Deficiencies of a more serious nature will involve evaluation by Senior Management in addition to the Project Superintendent and Project Manager.

C. Follow-up Inspection

Follow-up Inspections continue until the work is complete. Inspections are performed daily. Deficiencies are corrected as required and documented on the Daily Log.

D. Acceptance Testing

Inspection and testing of earthwork, concrete, masonry, welding, etc. is performed in accordance with project specifications by approved, independent testing laboratories.

The mechanical and electrical subcontractors administer the acceptance testing and manufacturer start-up pertinent to their work.

ATTACHMENT

D

Affidavit of
Non-Violation of
Labor Codes

Attachment D

Affidavit of Non-Violation of Labor Codes

Supplemental to Subcontractor's Statement of Qualifications

Name of Firm: ESA Construction, Inc.

Address: 3435 Girard Blvd. NE, Albuquerque, NM 87107

Project: UNM Job Order Contracting (JOC)

Reference:

Request for Proposal No: RFP-2379-23

Affidavit of Non-violation of Labor Codes

To: The University of New Mexico

The undersigned officer of ESA Construction, Inc. hereby states that ESA Construction, Inc. has, during the past five years, been free of any determinations by a court or an administrative agency, of repeated or willful violations of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.



Signature

11/17/2022

Date

Steven C. Pannell

Name

Vice-President

Title

NOTARY

State of New Mexico)

)

County of Bernalillo)

Signed or attested before me on 11/17/22 by Steven C. Pannell

seal



Cindy L. Franks
Notary Public

My Commission Expires: 5/20/23

ATTACHMENT

E

Copy of Value
Statement

VALUE STATEMENT

ESA Construction Inc. values diversity. We maintain a working environment free of harassment, intimidation and coercion at all sites. We inform all of our employees of our obligation to engage in this program in such a manner as to foster understanding, acceptance and support among such employees so that they will take necessary action to aid us in meeting our obligations. We enlist the assistance and support of all recruiting sources for our commitment to provide employment to qualified women and minorities. We solicit bids from minority and female subcontractors.

Our approach to Quality Management is straightforward. We treat all of our projects as if we are the end users and every penny spent will be treated as if it is coming out of our own pocket. All management decisions are based on what outcome is best for the overall project.

The organizational profile of the firm is based upon the model of the "Strong Project Manager" as referred to in the industry. All Project Managers direct the project from the initial programming meeting with the users through the end of construction. In doing so, continuity is maintained throughout the project, avoiding the problems associated with handing off the project from department to department. We understand and embrace our client's desire to have one-source accountability backed by a team with demonstrated expertise.

The basis to any successful relationship is communication, and project development is dependent upon relationships. Therefore, ESA will serve as point of contact between the Owner, user and consultants. By establishing a rapport with all involved, and frequently meeting throughout the course of all projects, we can assure that lines of communication remain open.

We have demonstrated commitment to good service with timely response, adherence to schedules, and thorough oversight through construction. The firm is based upon the philosophy of providing excellent construction while adhering to budgets and schedules, with an overriding goal of extraordinary service to the client.

ESA Construction understands the importance of sustainability and strives to determine the impact of our projects on the people who use the facilities we build, as well as the environment in which the project is built. Our goal is to be responsible members of our community in the usage of shared resources and the impact of our projects on the environment.

ESA APPROACH TO ALL JOC PROJECTS

MISSION STATEMENT

Our Mission, as we work together, as a team:

- We stand together on principals of integrity and honesty.
- We are held accountable by others to be diligent and persistent.
- We are collaborative in our efforts to creatively problem solve.

Finally, as we stand together, being proactive and having a clear direction as to our respective responsibilities, along with the means to accomplish those tasks, then we, together, as ESA Construction, will finish strong.

Should UNM choose ESA Construction, Inc. for this Job Order Contracting, our mission would be to diligently complete all JOC projects on time and within budget while maintaining our safety and quality assurance programs and by focusing on the following principles in the construction process:

- Construction Site
 - a. Traffic flow for auto/pedestrian safety. Limit major material deliveries during peak hours.
 - b. Construct protective barriers to isolate construction activities from pedestrian access.
 - c. Phase construction and relocate classrooms or workspaces as needed, via prioritization of tasks.

1. Preconstruction Services.

ESA would feel privileged, as the construction contractor to be able to offer insights and expertise which it has gained over 50 years of school facility work, to help contribute to UNM's plan of providing quality higher educational facilities to New Mexico's hardworking families.

2. Procurement Management/Pricing

ESA Construction, Inc. utilizes a computerized program for bid tabulation and analysis. We perform detailed quantity takeoffs for all items incorporated into the project. Production rates and material values are then assigned to each individual item as appropriate for specific jobsite conditions. This information is then compiled to create the estimate. Subcontractor and suppliers are solicited from ESA Construction, Inc.'s list of 900 prior approved vendors. The solicitation documents are distributed and followed up by telephone contacts to generate sufficient interest to guarantee the best possible quotations. Quotations are carefully reviewed for value, compliance with plans and specifications, New Mexico licenses and DOL certifications, bond compliance, and insurance compliance. Prior performance on contracts with ESA Construction, Inc. is also an important consideration. A minimum of three quotations will be acquired for every procurement opportunity.

When the documents are complete for a comprehensive estimate, we will solicit bids from prior approved vendors. These bids along with ESA Construction, Inc.'s estimate for the self-performed work will be combined with estimated values for any undetermined items to come up with the GMP. A change allowance, if applicable, will be established with University of New Mexico. ESA Construction, Inc. will consider the estimates for self-performed items as firm quotes as if they were subcontracted to guard the owner from overruns. We will require subcontractors and suppliers to meet the terms of the construction documents within their original quote. The only extra costs allowed will be for changes made to the construction requirements to meet any of the Owner's changing needs.

3. Construction Management Services

During the construction phase, ESA Construction, Inc. will track and expedite the delivery of materials, equipment, and labor of all the involved trades. ESA Construction, Inc. will utilize Microsoft Project software, for schedules which are updated monthly, along with short term, two-week look ahead schedules in order to track progress and modify practices to insure a timely completion. Subcontractors and Owners will participate in the development of a realistic schedule and will be required to participate in the monthly review process. ESA Construction, Inc. will monitor costs on a weekly basis utilizing our Foundation Accounting and Project Management program. Project Managers and Superintendents are aware of labor and material costs as soon as they are incurred, which allows for adjustments in techniques as necessary, to maximize effective use of assets.

4. Safety and Site Management

ESA Construction, Inc. maintains and follows a concise written safety plan. In addition, we meet with the user groups at occupied sites and develop a comprehensive plan for keeping their personnel safe and secure. Any of an Owner's special requests are always adhered to and implemented. We additionally commit to meet all state requirements for contractors working in occupied school facilities. We maintain MSDS sheets, safety kits, portable fire equipment and drinking water as per each individual site's requirements. All of our employees are educated to recognize hazardous materials and are familiar with proper reporting and control of those items. Site fencing and watchmen are established as the jobsite requires. Our objective is to have no accidents or occurrences on any of our jobsites. A complete copy of ESA Construction, Inc.'s safety plan is included in Appendix C – Quality Control Plan and Safety. ESA has a better than average experience modifier rate of 0.84 for the past 5 years.

5. Commissioning, Start Up Services, and Follow Through

ESA Construction, Inc. maintains an established and written quality control system which addresses submittals as well as pre-installation meetings to cover each construction process prior to work being performed. The responsible subcontractors are required to attend and coordinate with all groups. We will generate punch lists as each individual activity nears completion to reduce the amount of the Owner and Architect punch list items. A complete copy of ESA Construction, Inc. quality assurance program is uploaded in Appendix C. Quality Control Plan and Safety.

6. Project Close Out Services

At the onset of the project, we establish a value on the schedule of values for punch list, O&M manuals, and training. This will allow subcontractors and suppliers to perform their portion of the closeout procedure in a timely fashion. ESA Construction, Inc. has a set goal of completing the O&M manuals at 60% of construction completion. We make every attempt to utilize subcontractors from the immediate area so they will be able to respond to call backs and warranty items immediately. Since most of these subcontracts have ongoing projects with ESA Construction, Inc., we are able to compel them to perform promptly. Poor performance causes ESA Construction, Inc. to modify costs for performance of subcontractors up and may result in a non-award even if they are low bidders on future projects.

7. Warranty Services

ESA Construction, Inc. has dedicated local staff to quickly address any warranty issues that may arise. Mechanical, Electrical, and Plumbing warranty items are also handled through ESA management and the appropriate subcontractor as necessary.

IN CONCLUSION

Our value system originated with our founder John R. Lavis General Contractor who started building interstate highway rest areas back in 1956. Our Team at ESA Construction, Inc. value **Honesty, Service, Quality, and Leadership.**

Honesty – At ESA Construction we have a passion for construction. Throughout our 60+ year history, the one thing our peers will say about us is they enjoy working with ESA Construction. ESA takes care of the details, watches out for subcontractors, stays compliant with the regulations, offers help to solve problems with NMDWS, and pays on time.

WE DEMONSTRATE OUR HONESTY ON PROJECTS BY TREATING ALL TEAM MEMBERS WITH RESPECT, DILIGENTLY REVIEWING DOCUMENTS TO ENSURE FAIRNESS TO OWNER AND SUBCONTRACTOR, WHILE ALSO MAKING SURE THE OWNER GETS WHAT THEY PAID FOR.

Service – At ESA Construction our job is to build classrooms, labs, theaters, kitchens, restrooms, and stadiums for the beneficial use by the public. We strive to do everything in our power to make our team partners successful and in turn ESA is successful. We go above and beyond what is expected.

ESA LOOKS AFTER THE OWNER, AS WELL AS OUR SUBCONTRACTORS, WITH AN EYE TOWARD A SUCCESSFUL PROJECT AND A HAPPY CLIENT.

Quality – Our motto at ESA is: We are successful not because of what we expect, but because of what we inspect. Inspection means taking the time necessary to check before we repeat bad information. Our many years of experience building schools and working with Architects from all over the state has educated us on all types of construction and trade techniques.

ESA PROVIDES FULL TIME SUPERVISION AND PROJECT MANAGEMENT WHICH WILL IDENTIFY CONFLICTS BEFORE THEY BECOME PROBLEMS. WE KNOW CONSTRUCTION AND HOW WORK SHOULD BE. IF THE NEED ARISES, WE HAVE THE RESOURCES IN-HOUSE TO CORRECT AND RECTIFY ANY PROBLEM IMMEDIATELY.

Leadership – It's very hard to build something by yourself, having a team dedicated to a common goal makes it much easier. Leaders at ESA Construction live by the values listed above, have the communication skills and technical knowledge to complete the tasks, and are willing to take responsibility for all projects.

Construction is our choice for making a living and feeding our families. It can be challenging at times, but at the end of a successful project, where everyone is happy, it makes the effort worthwhile. We always look forward to the next project.

WE TAKE FULL RESPONSIBILITY FOR A PROJECT, WE PROVIDE PROJECT DOCUMENTS, SCHEDULING, LEAD WEEKLY COORDINATION MEETINGS, OFFER SOLUTIONS TO ALL CHALLENGES AND REMAIN FLEXIBLE FOR ADAPTING TO UNFORSEEN CONDITIONS.

ATTACHMENT

F

**Answers to
Qualification
Questions**

Attachment F – Answers to Qualification Questions

- (5) **What are your overall public sector sales, excluding Federal Government, for last three (3) years?**
Overall public sector sales, excluding federal government, for the last three years has been 20 Million.
- (6) **What is your strategy to increase market share in the public sector?**
Our strongest strategies for increasing our public sector market share are building and solidifying customer loyalty from our public sector clientele, along with assembling and maintaining a dedicated and skilled in-house workforce to produce a quality end-product efficiently and effectively and at competitive rates.
- (7) **What differentiates your company from competitors in the public sector?**
Our team is detail oriented, and we're focused on providing quality construction which will live up to our Client's expectations not only at initial occupancy, but for years down the road. We work hard to maintain and foster repeat clients by proving the value ESA Construction can offer as a team-member.
- (8) **Describe any green or environmental initiatives or policies.**
As team-members on LEED projects since 2010, we have constructed multiple projects which have achieved LEED Silver and Gold Levels by meeting the requirements of the project reporting systems. Additionally, on all projects, our crews separate on-site demolished materials such as steel, asphalt, concrete, and others, for return to recycling facilities when available for those materials.
- (9) **Provide any necessary detail as it relates to standard ordering methods and payment terms.**
Prior to mobilization on a project, we focus on long-lead items which require immediate review, approval and ordering to meet critical project dates. Upon the arrival of project materials, they will be securely stored on-site, or in an Owner approved insured facility, until required for installation. Applications for payment will be provided at the end of each month for all work completed or materials stored during that month. After review, approval, and certification of the requested amount by the Architect and Owner's Representatives, payment of the amount is expected on a standard Net 30 basis.

ATTACHMENT

G

Additional
Information

WHY CHOOSE ESA CONSTRUCTION?



At ESA Construction... “Excellence is Expected!”

“On a personal note, I have witnessed ESA’s President, Tom Preckett, exercise compassion and integrity in his judgment; both are valuable, rare commodities in the construction industry.”

Robert E. Bean
Project Engineer
Willis R. Bean & Assoc.

Core Values

At ESA Construction our Core Values (Teamwork, **Integrity**, Commitment, Safety Excellence, Innovation and Superior Customer Service) drive our business model. Our innovative structure brings **current technology** to each project, while our small business model ensures each client gets the attention they deserve. We pride ourselves on the ability to respond quickly to any situations or issues that may arise and handle problems responsibly and decisively. This mix of talent and experience is the reason ESA completes our projects on time and within budget while still providing quality workmanship and **excellent customer satisfaction.**

Section Number	Section Title	Used	Notes	Date	Type	Action
05000	Structural Steel for Moving Partition		Shop Drawings (Submittal 05000-1) returned to Sub	7/31/14	Yes	A
05105	Miscellaneous Rough Casework		Evaluation Reports & Product Data (Submittal 05105-2) returned to Sub	1/22/14	Yes	A
09403	Interior Architectural Woodwork		Shop Drawings (Submittal 09403-1) returned to Sub Steel Door Frame Shop Drawing (Submittal 09403-2) returned to Sub Phase 2 Drawings (Submittal 09403-3) returned to Sub Office 110 Cabinet Shop Drawing (Submittal 09403-4) returned to Sub Cabinet Schedule	2/7/14 2/18/14 7/11/14 7/11/14	Yes Yes Yes Yes	AAH AAH AAH A
072100	Sound Attenuation & Thermal Insulation		Product Data & Product Test Reports (Submittal 072100-1) returned to Sub	1/22/14	Yes	A
079200	Joint Sealants		Product Data needed Product Test Reports needed			
08145	Flush Wood Doors		Product Data needed			
084110	Aluminum-Framed Storefronts		Product Data & Shop Drawings (Submittal 084110-1) returned to Sub Face Control Reports needed Laboratory Test Reports, Visual Control needed Product Test Reports needed Samples needed	9/23/14	Yes	AAH
08700	Door Hardware		Hardware Schedule (Submittal 08700-1) returned to Sub CUT SCHEDULE (Submittal 08700-2) returned to Sub CLOCK & FRAME SCHEDULE (Submittal 08700-3) returned to Sub	1/22/14 1/17/14 1/22/14	Yes Yes Yes	AAH AAH AAH

Our use of Submittal Software allows for complete Document Control, improves project collaboration while saving time and paper!

“I can assure you regardless of the contract or PO value, their customer service is top notch and unlike any other I have experienced in over 15 years in the business.”

Jason Rodriguez
Project Manager
Federal Reserve Bank

WHY CHOOSE ESA CONSTRUCTION?



Health and Safety

ESA has an extensive health and safety management system and we pride ourselves on an **excellent safety record**. We have a 100% buy-in on the importance of safety from our project managers, superintendents and laborers as well as the subcontractors.

ESA implements such safety measures as mandatory weekly safety meetings, daily walk-throughs performed by the superintendent, daily jobsite cleaning and maintenance and a daily safety checklist that is completed by the superintendent. Copies of our OSHA compliance documents have been attached and a copy of our complete safety plan is available upon request.

“They made the safety of the school children and employees their top priority and effectively used barriers and communication to create a safe environment.”

Cindy A. Terry, AIA
Westwork Architects

Safety is our number one priority. ESA complies with all applicable laws and regulations on safety and our firm has never received an OSHA violation. ESA strives to improve our safety practices and our EMR record every year. See below EMR records for the past five years.



WHY CHOOSE ESA CONSTRUCTION?



Quality Assurance

The measure of an organization's performance is the quality of its products and services. For this reason, ESA Construction implements a Quality Assurance Program on every project to ensure our services meet or exceed our customers' requirements, needs, and expectations. To accomplish this, our Quality Assurance Program establishes the methods for planning, performing, assessing, and improving our goods and services, including those of our suppliers and subcontractors. A complete copy of this program is available upon request.

*We want the tough jobs....
"That's our specialty!"*

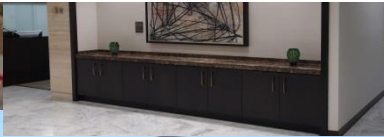
"The required coordination with multiple building users and the extensive complexity of the systems upgrades was crucial. The extraordinary site constraints, performance of the work while occupied and maintaining constant system functioning conditions was completed in an excellent and professional manner."

Michel Fidel
Engineer
Mechanical & Electrical
Engineering, Inc.

****As an added assurance, ESA Construction warrants the project for an additional one year past the initial warranty period excluding mechanical and electrical****

"Because of the complexity of this type of job and the minor problems encountered during the construction, I would have no reservations hiring ESA to perform this type of job on our campus in the future."

Jim McLain
Associate Director
New Mexico Tech





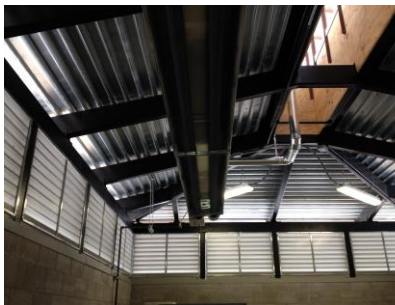
The success of a company begins with its employees and their determination to adhere to the company's core values. At ESA Construction, we have built a culture where Teamwork, Integrity, Innovation, Safety Excellence, Commitment to Employees and Superior Customer Service are not only expected, but are non-negotiable



TABLE OF CONTENTS

CONTENTS

- About ESA Construction, Inc.
- Design / Build Projects
- Educational Projects and Value Statement
- Historic Structure Rehabilitation Projects
- LEED Projects
- Partial List of Signature Projects of Recent Years
- Customer Reference Listing
- CID Licenses
- NM TRD Resident Contractor Certification
- NM DWS Certificate of Public Works Registration
- Certificate of Good Standing and Compliance



ESA Construction, Inc. is seeking to perform work for Cooperative Educational Services as a qualified general contractor, to provide a variety of construction products and services for a firm, fixed price based on the technical specifications book and the construction task catalog. We have performed work including, but not limited to, construction services relating to the repair, alteration, renovation, modernization, rehabilitation, demolition, and construction of infrastructures, buildings, structures or other public facilities. The work was accomplished using individual job orders under the JOC contracts awarded by Cooperative Educational Services, New Mexico State University, University of New Mexico, and State of New Mexico. We have furnished all management, documentation, labor, materials and equipment needed to perform and complete the scope of work.

PHILOSOPHY / MISSION

ESA Construction, Inc. is a team of professionals, established, experienced and working together to...

- Provide high quality facilities built to last
- Collaborate with the Architect and Owner to bring their vision to life
- Stand collectively on the principals of integrity and honesty
- Hold ourselves accountable to others to be diligent and persistent
- Find good solutions through creative problem solving

ESA Construction goes extra mile for their clients. Drawing from over six decades of experience we strive for satisfied our customers with successful projects. Finally, as we stand firm, being proactive, and having clear direction we will accomplish those goals. Then as an organization, we finish strong.

PROCESS

Our experience gives ESA an edge in identifying challenges before they develop into problems. We have a reputation for sound processes, proven resources and using current technology for efficiency. The following processes are utilized on all projects:

- Management Team Approach & Process
- Project Site Organization
- Scheduling: Finishing on Time
- Construction Costs: Delivering Project in Budget
- Value-Engineering processes providing affordable Quality
- Construction Practices and Contracts
- Utilizing current technology to gain efficiency
- Ability to Deliver LEED Certification
- Design – Build

ORGANIZATIONAL EXPERIENCE

HISTORY

ESA has worked in the New Mexico construction industry for over half a century gaining knowledge of all types of construction. ESA Construction, Inc. was incorporated in 1987 and it previously operated under John R. Lavis General Contractor for 30 years, making a continuous operation of almost 65 years. ESA Construction, Inc. holds GB-98, GA-98, and GF-5 licenses with skilled and experienced employees.

OFFICE LOCATIONS

3435 Girard Blvd. NE
Albuquerque, NM 87107
Tel: 505-884-2171
Fax: 505-888-3150

120 Paragon Lane
El Paso, TX 79912
Tel: 915.845-4577
Fax: 915-845-5786

645 El Molino
Blvd. Las Cruces,
NM 88005
Tel: 575-652-3441
Fax: 575-652-3421





ESA Construction, Inc. is a professional construction firm that specializes in educational facilities as well as other facilities in both the private and public sectors. The firm has experience building for diverse clientele including corporate, educational, government, retail, hospitality and healthcare. Many of our repeat clients are public entities, since approximately 90% of the firm's business is public work. Those past and current clients include Albuquerque Public Schools, University of New Mexico, UNMH, CNM, NMSU, Las Cruces Public Schools, Gadsden Independent School District, and the Cities of Deming, Albuquerque and Las Cruces.

The Design-Build Team of ESA and project architect brings a sophisticated portfolio of technical capability and highly specialized design and construction experience. With the expertise to design and construct in nearly every field of education, the capacity to manage and execute an integrated design & delivery process in architecture, engineering, planning services, construction services, and the ability to serve clients statewide; ESA Team has the resources, capacity and capabilities to deliver any size of projects up to 20 million. ESA Team has an extensive portfolio of educational facilities and public work.

Our Team is committed to meeting and exceeding the expectations of all phases of project delivery from programming through post occupancy evaluation. We are prepared to move the project forward in a consistent and timely process.

Public work and educational facilities have been at the heart of the team focus for ESA. As both our records of past experience reveals, we know how to design and build beautiful, sustainable, high-performance schools.

DESIGN- BUILD AND CMAR EXPERIENCE

- Design/Build: Village of Bosque Farms Front Office Renovation
- Design/Build: NMSU Gallup Campus Lion Hall Parking Lot Repaving
- Design/Build: NMSU Askew Field Improvements
- Design/Build: Las Cruces Public Schools, Las Montanas High Charter School Phase II and Phase III
- CMAR: NMSU Health Social Services Building



STATE GOVERNMENT & PRIVATE SECTOR

RELEVANT CORPORATE EXPERIENCE

Innovation, Expertise, Service, and Value is what the Team of ESA Construction offer. We will seek a comprehensive understanding of project owner's vision, mission, and the unique requirements to create a design or to build a facility that will serve project owner, and stand strong as a gem in the community both now and in the future.

VALUE STATEMENT

ESA Construction Inc. values diversity. We maintain a working environment free of harassment, intimidation and coercion at all sites. We inform all of our employees of our obligation to engage in this program in such a manner as to foster understanding, acceptance and support among such employees so that they will take necessary action to aid us in meeting our obligations. We enlist the assistance and support of all recruiting sources for our commitment to provide employment to qualified women and minorities. We solicit bids from minority and female subcontractors.

Our approach to Quality Management is straight forward. We treat all of our projects as if we are the end users and every penny spent will be out of our own pocket. All management decisions are based on what outcome is best for the overall project.

The organizational profile of the firm is based upon the model of the "Strong Project Manager" as referred to in the industry. All Project Managers direct the project from the initial programming meeting with the users through the end of construction. In doing so, continuity is maintained throughout the project, avoiding the problems associated with handing off the project from department to department. We understand and embrace our client's desire to have one-source accountability backed by a team with demonstrated expertise.

The basis to any successful relationship is communication, and project development is dependent upon relationships. Therefore, ESA will serve as point of contact between the Owner, user and consultants. By establishing a rapport with all involved, and frequently meeting throughout the course of all projects, we can assure that lines of communication remain open.

We have demonstrated commitment to good service with timely response, adherence to schedules, and thorough oversight through construction. The firm is based upon the philosophy of providing excellent construction while adhering to budgets and schedules, with an overriding goal of extraordinary service to the client.

ESA Construction understands the importance of sustainability and strives to determine the impact of our projects on the people who use the facilities we build as well as the environment. Our goal is to be responsible members of our community in the usage of resources and the impact of our projects on the environment.



- ESA CONSTRUCTION EDUCATIONAL FACILITY EXPERIENCE – since year 2000
- ALBUQUERQUE PUBLIC SCHOOLS 9 projects
- BELEN CONSOLIDATED SCHOOLS 4 projects
- COOPERATIVE EDUCATION SERVICES 350 projects
- GADSDEN INDEPENDENCE SCHOOLS 15 projects
- HATCH VALLEY MUNICIPAL SCHOOLS 3 projects
- LAS CRUCES PUBLIC SCHOOLS 36 projects
- LOS ALAMOS PUBLIC SCHOOLS 1 project
- NM INSTITUTE OF MINING AND TECH. 15 projects
- NEW MEXICO STATE UNIVERSITY 230 projects
- RIO RANCHO PUBLIC SCHOOLS 7 projects
- UNIVERSITY OF NEW MEXICO 40 projects

All of our projects are important to us especially these historic structure building projects because they are our history and heritages. All these projects are listed in the New Mexico's Rich Cultural Heritage published by New Mexico Department of Cultural Affairs, New Mexico Historic Preservation Division.



VA Hospital Historic Walkway Restoration



Historic Window Rehabilitation



Madrid Grandstand Rehabilitation



Rio Hondo Bridge Relocation



Fort Stanton Stabilization



Mesilla Plaza Improvement



Lamy Lew Wallace Bldg. Renovations



Hudspeth County Courthouse

**ESA CONSTRUCTION
HISTORIC STRUCTURE
PROJECTS Since Year 2000**

- Department of Veteran Affairs – Repair Historic Walkways at VA Hospital
- State of New Mexico, Lamy Lew Wallace Building Improvements
- Santa Fe County, Madrid Grandstand Restoration
- Santa Fe County, Madrid Oscar Huber Memorial Ballpark, Phase II
- Rio Hondo Bridge Relocation for Farm & Ranch Heritage Museum
- Lincoln State Monument Wall Repairs and ADA Work
- Dept. of Cultural Affairs, Fort Stanton Stabilization
- Mesilla Community Center Phase IV
- Mesilla Plaza Improvements
- Hudspeth County Courthouse
- State of New Mexico GSD/FMD Villagra Building Window Replacement and Exterior Wood Refurbishing

ESA Construction, Inc. started our first Leadership in Energy and Environmental Design (LEED) project in 2010 and has achieved FIVE (5) GOLD and FOUR (4) SILVER Certified buildings over the last five years. Because of our previous experience on LEED projects, we understand the extra effort needed to coordinate a successful LEED project. To support this effort, we have developed an internal system to ensure that the process runs smoothly. The services we provide on all LEED projects are as follows:

- Educating subcontractors and suppliers of the requirements for LEED documentation and reporting
- Developing LEED action plans for the management of waste, recyclables, indoor air quality, storm water controls and more
- Collecting documentation and always keeping the USGBC spreadsheets and reports up to date
- Tracking down second and third tier suppliers and/or manufacturers for material content information
- Active field enforcement of waste segregation to prevent rejected loads
- Continuous quality control checks of products arriving on site to ensure their compliance with LEED specifications
- Continuing education for our employees to stay current on the ever changing LEED requirements and rating systems
- Exploring additional exemplary performance, innovation in design and other pilot credits to ensure that the project is delivered with the intended certification or higher.
- Focus on multiple point items such as Construction Activity Pollution Prevention, Recycled Content, and Low VOC Paints.
- Photo documentation is used to substantiate the Indoor Air Quality, Waste Management Plan and House Keeping credits.

**ESA CONSTRUCTION
LEED PROJECT EXPERIENCE**

LEED GOLD
APS Apache Elementary
Kindergarten Addition

LEED GOLD
NMSU Alamo Advanced
Business Technology Education
Center

LEED GOLD
NMSU Agricultural Center

LEED GOLD
NMSU Health & Human Services

LEED GOLD
APS Del Norte High School Phase 5
Cafeteria, Demolition, Re-Roof

LEED SILVER
NMSU Football Stadium Coaches
Office

LEED SILVER
NMSU DACC Sunland Park Phase
III

LEED SILVER
NMSU DACC Hatch Campus
Building





LEED SILVER
NMSU-Grants Teacher's
Health Care Education & Child
Development Center








PARTIAL LIST OF ESA CONSTRUCTION, INC. SIGNATURE PROJECTS SINCE 2003

	<p>LAS CRUCES PUBLIC SCHOOLS Loma Heights Elementary School Addition and Remodel 2011 \$11,130,649</p> <p>Four phased project consisting of a new administration office & library/computer building which ties into a new classroom wing, gymnasium & kitchen, and a renovated classroom wing built in 1996.</p>
	<p>GADSDEN INDEPENDENT SCHOOL DISTRICT Berino Elementary School Addition and Remodel – 2010 \$6,811,717</p> <p>Four Phased project consisting of a new classroom wing, renovation of the existing building, fire lane, student drop off lane, teacher parking lot, new playground equipment, landscaping, new fire pump station & tank. ** Constraints and heavy traffic site.</p>
	<p>STATE OF NEW MEXICO, PROPERTY CONTROL DIVISION Simms Building Data Processing Center Renovations, Phase I & Phase II \$6,498,953</p> <p><i>Phase I:</i> Upgrade and rework air handling ductwork and install a new chiller to improve cooling. Install a new complete power back-up battery system. Replace existing electrical wiring with new wiring and hardware to accommodate additional computer equipment.</p> <p><i>Phase II:</i> Install two new generators and related transfer switch and paralleling gear; Install a connection for temporary load bank system testing; Add two additional Uninterrupted Power Supply (UPS) C & D back-ups; Re-route generator exhausting away from building air intake; Add dedicated Data Center humidification; Separate potable water on new dedicated hot water boiler Install a new steam boiler; Install a secure access door unit to vital basement Telecomm room; Install a screen wall for exterior water piping.</p>
	<p>LAS CRUCES PUBLIC SCHOOLS Sierra Middle School Addition and Remodel \$5,248,539</p> <p>New Construction providing building structures and associated site work, and remodel of a portion of an existing structure.</p>
	<p>ALBUQUERQUE PUBLIC SCHOOLS Del Norte High School Cafeteria/Demo/Roof (Phase 5) LEED GOLD \$4,875,428</p> <p>New single story cafeteria building, asbestos abatement and demolition of buildings, and re-roofing of the existing Auxiliary gymnasium and support area. Project also includes associated work.</p>

PARTIAL LIST OF ESA CONSTRUCTION, INC. SIGNATURE PROJECTS SINCE 2003

	<p>ALBUQUERQUE PUBLIC SCHOOLS Osuna Elementary School 14 Classroom addition and Administration Building Renovation \$4,493,437</p> <p>14 classroom addition and renovation of the administration building</p>
	<p>STATE OF NEW MEXICO, PROPERTY CONTROL DIVISION Harold Runnels Building Renovation \$4,362,187</p> <p>Mechanical renovation to existing HVAC system, including replacement of existing equipment, new controls, related electrical and general construction to complete mechanical renovation. <i>**Severe work area restrictions and heavy traffic site.</i></p>
	<p>CITY OF ALBUQUERQUE Albuquerque Sunport Terminal Mechanical Penthouse Redesign \$4,010,696</p> <p>Refurbishment of existing equipment and ductwork within 11 mechanical penthouses. Modify supply/return air handlers to include new chilled and hot water, and associated work. Supporting electrical for equipment upgrades and connection, structure reinforcement to support the mechanical equipment, and enlarge existing floor/wall penetrations.</p>
	<p>GADSDEN INDEPENDENT SCHOOL DISTRICT / CES Central Food Service Warehouse of Gadsden Middle School 2013 \$3,787,107</p> <p>This 40,900 sf pre-engineered building with 20 ft. eaves and standing seam metal roof was constructed for food storage. The facility was built four feet above surrounding grade to allow dock deliveries along one side of the building. The building includes 10,050 sf of -10 degree freezer space, 1060 sf of refrigerator and 9,600 sf of reduced humidity dry storage. The building included offices, restrooms and pallet racking installed throughout.</p>
	<p>LAS CRUCES PUBLIC SCHOOLS University Hills Elementary School 2011 Addition and Renovations \$3,867,429</p> <p>Four new clear story classrooms, offices, storage rooms, and restrooms. Upgrade all restrooms, library, teachers' lounge and 14 classrooms. VCT upgrades in cafeteria, data/internet, parking lot paving, and landscaping.</p>

PARTIAL LIST OF ESA CONSTRUCTION, INC. SIGNATURE PROJECTS SINCE 2003

	<p>ALBUQUERQUE PUBLIC SCHOOLS Eldorado High School Renovations in four phases construction \$3,540,235</p> <p>Renovation of Math Building, Humanities Building, and Fine Arts Building in four phases. Renovations include new restrooms, polished concrete floors, HVAC improvements & fire protection, new ceiling and finishes throughout. New Kiln Building by Fine Art Building ** Finished two months ahead of schedule!</p>
	<p>NEW MEXICO STATE UNIVERSITY Dona Ana County Community Center Trades Center Renovation \$3,480,600</p> <p>Full renovation HVAC, Welding & Auto shop areas. Install new fire sprinklers throughout the entire building which was fully occupied. Replaced the flooring & wall finishes in the main corridor through the building.</p>
	<p>CITY OF SANTA FE Transit Facility Expansion Addition and Renovation \$3,131,495</p> <p>Transit Facility Expansion consists of addition and renovations to the Administration Building, the Vehicle Wash Building, and the Maintenance Building. Additional work includes utility relocations, site work, and grading and drainage revisions.</p>
	<p>NEW MEXICO STATE UNIVERSITY Dona Ana County Community Center, Sunland Park Phase III LEED SILVER \$3,131,841</p> <p>This project consist of 3 separate additions totaling 14,400 sq. ft. with added heated & cooled space, renovations to the existing building, addition of an outdoor welding shop yard, full parking lot & landscaping.</p>
	<p>NEW MEXICO STATE UNIVERSITY DACC Central Campus Building 341 Renovations \$3,127,049</p> <p>Phase 1: Consisted of demolishing the existing classrooms and building 9 new classrooms. Phase 2: A complete remodel of 6 classrooms, 4 laboratories, 9 offices, corridor helical piers along the perimeter and inside the building, overhead doors in each of the laboratories.</p>

PARTIAL LIST OF ESA CONSTRUCTION, INC. SIGNATURE PROJECTS SINCE 2003

	<p>NEW MEXICO INSTITUTE OF MINING AND TECHNOLOGY Jones Hall Renovation \$2,963,836</p> <p>Project includes work to the 44,000 sq.ft. Jones Hall building at New Mexico Institute of Mining and Technology in Socorro, New Mexico. Base bid work includes electrical systems upgrades, addition of a wet pipe fire protection system, new fire alarm system, makeup air and exhaust systems upgrades, and plumbing upgrades.</p>
	<p>NEW MEXICO STATE UNIVERSITY Building 269 Central Heating Plant Absorption Chiller Replacement \$2,813,363</p> <p>Demolished two existing absorption chillers and two existing cooling towers as well as all associated piping and support systems. Installed a new 600 ton steam driven chiller and a new cooling tower. New concrete & steel substructure for the cooling tower and new steel sub-structure for the chiller. Including all new electrical and control systems for the new mechanical equipment.</p>
	<p>STATE OF NEW MEXICO, DEPARTMENT OF PUBLIC SAFETY State Law Enforcement Academy Dormitory Renovations \$2,860,731</p> <p>Renovation of 24,500 sq.ft. dorm area to include new mechanical, plumbing, and electrical systems/equipment, new finishes, windows, increased insulation in the perimeter walls, new exterior accessible ramp, furniture, IT wiring, security, fire sprinklers, laundry room, exterior grading.</p>
	<p>BELEN CONSOLIDATED SCHOOLS New Belen Family Schools \$2,802,107</p> <p>Scope of work consists of 13,133 sq.ft. of total building area. Four separate single story buildings which include classrooms, offices, restrooms, learning area, staff multiuse room and a courtyard with synthetic grass. Sidewalks, paving, and landscaping work.</p>
	<p>NEW MEXICO STATE UNIVERSITY Alamo Southern NM Advanced Business & Tech Education Center LEED GOLD \$2,315,017</p> <p>A new 10,480 sq.ft. Technical Training Center which contains automotive, general building, and welding shops. Trades utilized were demolition, earthwork, paving, fences, landscaping, concrete, masonry, steel erection, roofing, overhead doors, glass and glazing, drywall, acoustical ceilings, ceramic tile, painting, plumbing, fire protection, and electrical.</p>

PARTIAL LIST OF ESA CONSTRUCTION, INC. SIGNATURE PROJECTS SINCE 2003

	<p>ALBUQUERQUE PUBLIC SCHOOLS Hodgin Elementary School Kindergarten & Infrastructure Improvements \$2,294,991</p> <p>New steel frame/stud kindergarten bldg. Landscape/site flatwork, site/bldg. Utilities, grading/drainage, demolition/renovation of existing toilet rooms, staff lounge/toilet rooms, demolition/replacement of access to administration office with ADA ramps, steps and new canopy cover.</p>
	<p>UNIVERSITY OF NEW MEXICO Former Bookstore Renovations Phase II \$2,715,229</p> <p>Conversion of a fully occupied bookstore to an administrative space. Renovation includes demolition, construction of partitions, flooring, ceiling, millwork, plumbing, HVAC, electrical, and other finishes.</p>
	<p>ALBUQUERQUE PUBLIC SCHOOLS Apache Elementary School Kindergarten Addition LEED GOLD \$2,548,111</p> <p>Construction of approx.. 10,000 sq.ft. one story kindergarten building and related site work.</p>
	<p>LOS ALAMOS NATIONAL LABORATORY TA-16 Building 411 HVAC and Electrical Upgrades \$2,468,935</p> <p>Furnish and install a new exterior dehumidification air handling unit (Munters) for Bldg. 411 - TA-16 LANL(inside the High Explosive area) including concrete pads, transformer pads, duct stands, demolition of existing HVAC equipment and electrical equipment, Installation of new electrical transformer, switch gear, MCC's, lighting controllers, and lightning protection.</p>
	<p>LAS CRUCES PUBLIC SCHOOLS Las Montanas High Charter School Phase II and III \$2,256,969</p> <p>DESIGN/BUILD to renovation and addition of old or existing furniture store into a new charter school. Interior partitions, new administration area, nurses' office, classrooms, elevator, science laboratories, workout room, staff & student restrooms.</p>

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

ESA CONSTRUCTION, INC.

LICENSE NUMBER

28493

Qualifying Party(S)

PRECKETT THOMAS W.
PANNELL STEVEN

EXPIRES

05/31/2023

CLASSIFICATION(S)

GA98, GB98, GF05



Clay D. Kelly
DIRECTOR

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

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
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: **ESA CONSTRUCTION, INC.**
PERMANENT LICENSE #28493

Located at: 3435 GIRARD NE, ALBUQUERQUE, NM 87107

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

GA98, GB98, GF05

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

06/19/1988

Steven C. Pannell
Signature of Contractor

Pat McMurray
Pat McMurray
Director

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

Certificate of Contractor Registration



This is to certify that

ESA Construction, Inc.

3435 GIRARD AVE. NE

ALBUQUERQUE, NM, 87107

has registered with the Department of Workforce Solutions

Registration Date: 6/14/2022

Registration Number: 0013420060701

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

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE


Issued to: ESA CONSTRUCTION INC

DBA: ESA CONSTRUCTION INC
3435 GIRARD BLVD NE
ALBUQUERQUE, NM 87107-1939

Expires: **11-Sep-2023**

Certificate Number:

L1160761008



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

APPENDIX C.1.

SUBMITTAL SCHEDULE

- A. Furnish submittal schedule within reasonable period of time after receipt of Notice to Proceed, listing items specified to be furnished for review to Architect including product data, shop drawings, samples, and Informational submittals.
- B. Print and distribute copies to Architect and Owner and post copy in field office. When revisions are made, distribute to same parties and post in same location.
- C. Revise schedule monthly. Send copy of revised schedule to Owner and Architect and post copy in field office.

SHOP DRAWING / SUBMITTAL REVIEW

APPROVED APPROVED WITH CHANGES NOTED
 REVISE AND RESUBMIT REJECTED

SUBMITTALS ARE REVIEWED FOR DESIGN CONFORMITY AND GENERAL CONFORMANCE TO CONTRACT DOCUMENTS ONLY. THE CONTRACTOR IS RESPONSIBLE FOR CONFIRMING AND CORRECTING DIMENSIONS AT JOB SITES FOR TOLERANCES, CLEARANCES, QUANTITIES, FABRICATION PROCESSES AND TECHNIQUES OF CONSTRUCTION. COORDINATION OF HIS WORK WITH OTHER TRADES AND FULL COMPLIANCE WITH CONTRACT DOCUMENTS.

BY: _____
DATE: _____

SUBMITTAL PROCEDURES

- A. Coordination - Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently before performance of related construction activities to avoid delay.
- B. Processing Time - Allow sufficient review time so installation will not be delayed by time required to process submittals, including time for resubmittals.
- C. Identification - Place permanent label or title block on each submittal for identification. Include name of entity that prepared each submittal on label or title block.
- D. Transmittal - Package each submittal appropriately for transmittal and handling. Transmit each submittal to Architect using transmittal letter.
- E. Re-Submittal – Submittal which was rejected by the architect should be re-submitted with correct materials as soon as possible.
- F. Informational Submittals are design data, test reports, certificates, manufacturer's instructions, manufacturer's field reports, and other documentary data affirming quality of products and installations. Submit required copies of submittals for approval.

Submittal Log

Project: _____ Section: _____ Date: 2011
Contract: _____ Location: _____ Date: 2011

THIS SUBMITTAL LOG IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT.

Submittal No.	Item	Quantity	Unit	Manufacturer	Review Status	Remarks
1000	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1001	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1002	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1003	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1004	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1005	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1006	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1007	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1008	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1009	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1010	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1011	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1012	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1013	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1014	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1015	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1016	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1017	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1018	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1019	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000
1020	Steel Deck	1000	Sq. Yd.	ABC Steel	Approved	See to Transmittal Letter #1000

APPENDIX C.2 & C.3**COMPLETENESS & ACCURACY PER SCOPE OF WORK, STANDARDS, AND SPECIFICATIONS**

ESA Construction, Inc. Team personnel selection is based on personal and professional qualifications and past project experience. The Team members average more than 25 year experience in construction industry. They have intimate knowledge of the local building conditions, subcontractors, suppliers, and regional weather condition. Each of these members bring a select set of skills which will contribute to a successful completion of any construction project.

Parts of our construction procedures on all projects require the estimator, project manager, and superintendent to read and review all of the construction documents. An internal preconstruction meeting is held by the estimator to discuss all aspect of the construction in detail. Attending this meeting is mandatory for the project manager, superintendent, and major subcontractors. We procure all materials and services in complete accordance with the documents. As part of our review process, we check for completeness of the design and check for code compliance. All issues, if there are any, are brought to the owner representative's attention along with our proposed solutions.

Prior to any materials being delivered to the project we require suppliers and subcontractors to furnish complete submittal information. We review this information for compliance with the project requirements, coordinate the materials among all the trades and if acceptable submit to the owner's representative for their review.

Prior to installation of any materials or equipment we have a pre installation meeting with all of the effected personnel. We also confirm that the surfaces and existing conditions are suitable for the installation to begin.

We hold weekly meetings with all of the project personnel and the owner's representative to allow any concerns to be addressed. Any problems are addressed as soon as possible. Meeting minutes are kept and completed and on-going issues are documented.

We perform our own inspections for project compliance and do not wait for the owner's to point out any deficiencies. We perform our own punch lists well in advance of the owner's. Any of the owner's punch list items or concerns are rectified and settled prior to any final pay applications being submitted.

All jobsite superintendents must be First Aid/CPR, and OSHA at least 10 hours certified. We will ask our subcontractors to do the same if it is required by the contract document.

APPENDIX C.4.

SAFETY IS OUR FIRST CONCERN AND TOP PRIORITY

The following is the summary of ESA Construction, Inc. Health & Safety Management Systems

- Accident Prevention - Weekly safety meetings will be held with the subcontractors along with pre-task planning to identify possible safety risks.
- Subcontractor Safety Buy-In - Daily enforcement by jobsite superintendent (JSS) who will be the competent person responsible, along with subcontractor's safety managers, for jobsite safety. Emphasize to all personnel to take ownership of safety and watch out for each other.
- Enforcement of OSHA regulations - Daily walk-through by superintendent for strict compliance.
- Safety Reporting - Daily safety report completed by superintendent. Immediate action will be taken to correct any safety issues. Reporting of all accidents as soon as possible.
- Outside Safety Consulting - Bi-weekly safety walk-through performed during the demolition, concrete, structural steel and metal stud framing stages of work.
- Housekeeping & Sanitation - Daily jobsite cleaning and organization of onsite material storage.
- Personal Protection Equipment (PPE) - Daily enforcement by superintendent to assure all personnel are in compliance.
- First Aid - Identify to nearest location of emergency care. First aid kit to be located in jobsite trailer. Ensure that superintendent and his foreman are CPR/first aid certified.
- Temporary Lighting - The necessary temporary lighting will be provided as needed.
- Signage - Posting of warning, directional, and no admittance signs will be provided at the proper locations.
- Fire Protection & Prevention - Fire extinguishers and fire blankets will be provided.
- Material Handling & Storage - A competent person will be assigned to operate material handling equipment. Stored materials will be organized and placed in a safe manner.
- Equipment Safety Check - Daily safety check completed by superintendent. All malfunctioning equipment will be taken out of use until it is repaired.
- Safe Jobsite Access - Safe pathways will be identified.
- Excavation, Floor & Roof Opening Protection - The necessary protective barriers will be provided.
- Lock-Out & Tag-Out Procedures - superintendent to coordinate with the Electrical subcontractor.
- Hazardous Materials - Superintendent will keep material safety data sheets (MSDS) on file in case of incident. All materials will be stored in compliance with OSHA regulations.
- **We develop project specific health and safety risk plans before the start of any projects.**

All construction activities on all jobsites will be in strict accordance with the U.S. Department of Labor OSHA 29CFR 1926 for the construction industry. Please refer to the attached complete safety plan for details.

ESA EMR safety history:

2021	2020	2019	2018	2017
0.88	0.88	0.90	0.85	0.73

The following is a sample of a Project Specific Health and Safety plan which is developed according to the safety risk analysis of each project.

Personnel:

- Construction Work Zone: Installation of temporary perimeter fencing, if construction site is by a pedestrian pathway. Installation of off-limit signage for unauthorized personnel. Enforcement by the jobsite superintendent for the use of proper PPE with all personnel who enters the site. Ensure all access pathways are clear of debris on a daily basis. Flag off over-head work zones. Perform daily housekeeping through-out the project site.
- Traffic Control: Installation of temporary cross walk with directional signage if construction site is near a pedestrian pathway.
- Emergency Egress: Identifies the access for medical, fire and police emergency personnel and vehicles.
- Noise & Dust Control: Provide the necessary sound and dust barriers.
- Staff, Pedestrian & Construction Parking: To be coordinated with the Owner as identified per the construction documents.

Construction:

- Temporary Shoring: Provide temporary shoring as required prior to demolition.
- Site & Building Demolition: Document the existing conditions prior to work being performed. Provide temporary fencing and partitions to secure work areas.
- Over-Excavation: Take extra care when digging adjacent to existing structures. Monitor vibration.
- Concrete Placement & Structural Steel Framing: Placement of the concrete pumper and crane in the most safe and efficient position within the staging area. Flag off the safe work zones and provide necessary fire protection.
- Underground Utility Tie-in: Locate the existing utilities prior to work. Coordinate tie-in and shut-downs with Owner. Take extra care in digging and provide safety barricades.
- Material Deliveries: Schedule with Owner for large semi-truck deliveries.

Any health and safety issues should be addressed to job site superintendent. If it is not immediately addressed, all concerns should be brought up to the attention of the Vice-President and Corporate Safety/QA/QC Manager, Steven C. Pannell.

RECYCLING & WASTE MANAGEMENT PLAN

Recycling Goals:

- On all projects, whether required by the project specifications or not, ESA strives to recycle materials such as miscellaneous metals, concrete, asphalt, and packaging materials such as cardboard and plastic containers.



Waste Management Goals:

- Depending on the project the recycle or salvage content for reuse can be broken down by percentage as defined by the project requirements by weight of the waste generated on site.
- To reduce the waste from the jobsite by carefully sorting and categorizing the materials and recycling all that can be regionally recycled.

Communication Plan:

- In order to implement our waste management plan we will conduct site meeting with a consultant from a recycling facility to educate all onsite personnel as to our recycling goals and how to achieve them. We will also discuss waste management in all of our weekly jobsite meeting as well as on an as needed basis throughout the construction process.
- Recycling coordinator will contact ESA Construction on a bi-weekly basis to review the progress and address any issues regarding the waste management from this site.

Material Handling:

- Recycling coordinator will provide and service 5 to 6 ea. 30 yard roll off containers from the aforementioned work site. All materials will be diverted for processing at their respective recycling facilities. Asphalt, Clean Aggregates, & CMU block to be hauled off site in trucks. A 6th dumpster may be used to facilitate only recycled aluminum if a large amount of aluminum in the existing buildings is present during demolition.
- We will have 5 to 6 containers onsite at all times. One labeled Metals, Cardboard, clean wood, General Trash/Debris, co-mingled, & Optional Aluminum disposal. Asphalt, Clean Aggregates, & CMU block will be hauled off separately in haul trucks with tarps. Part of the onsite training will included educating all workers as to what can be placed into each

dumpster. Furthermore recycling coordinator will sort through both containers to ensure we are recycling all materials that are eligible.

- Materials will be kept contaminant free by:
 - Project Manager on site will effectively communicate to workers to site separate and to only place materials into the containers appropriately marked.
 - Materials will be placed into proper containers on a daily basis and not stored on ground for long periods of time. Also, materials will be immediately processed and stored upon arrival at the recycling facility.
 - Materials will be inspected upon arrival at recycling facility. First from the scale house ladder, tipping floor, and on the processing conveyor.

- Materials will be collected in 30 cubic yard roll off containers. Trucks from recycling facility will service the containers upon request and scheduling will be set by Project Manager from the site. Containers will dump materials on the tipping floor at the recycling facility and return the empty container to the work site.

- Recycler will provide a photo of each load along with a detail breakdown of the materials within that load showing recycled & waste percentages by weight. See the attached example at the end of this report. The waste logs will be updated on a monthly basis.

Construction Material to be recycled

All of these type materials will be broken down into manageable pieces and placed into the appropriate recycle dumpster:

- All concrete (Building & site) Broken up into 15" minus pieces with a pneumatic breaker. (Crushed for screening)
- All Steel (Recycled with scrap metals)
- Metal studs (Recycled with scrap metals)
- Solid wood (Ground for ground cover, landscaping and wood pellets)
- Gyp Board(Ground and used for agricultural purposes)
- Cardboard (Used to make new cardboard)
- Plastic Buckets (Melted and used to make new plastics)
- Plastic containers (Melted and used to make new plastics)
- Paper materials (Used to make new paper materials)
- Plastic & aluminum drink containers (Plastic recycled with the plastics and aluminum recycled with the steel)

Construction Waste Materials

All of these materials will be placed into the trash dumpster. All of these materials will be taken to the landfill.

- Particle board
- Plywood
- Insulation
- Weatherproofing
- PVC
- Roof insulation
- Roof membrane
- Flooring materials
- Cement Board

Appendix D – Recycling

Firm Name: ESA Construction, Inc.

Sustainability is one of the University's core values. We strive to meet the needs of the present while preserving the well-being of future generations. Recycling helps protect the environment by diverting recyclable materials from landfills and by ensuring that diverted materials are beneficially reused.

A. In the past, have you recycled any of the following materials: broadloom carpet and pad, carpet tile, metal, wood, concrete, cardboard, other.

a. Yes X No

B. If yes, provide the following information about each project:

1. Name of project. See space below
2. Materials recycled and quantities.
3. Entity that recycled the material (Name and contact information).

CONTRACTOR'S COMMENTS

Use this area or an attached sheet to provide further explanation of the answers to any questions asked in this Qualifications Questionnaire.

1. Del Norte High School Cafeteria / Demo / Roof (Ph 5)
2. Materials recycled and quantities
 - a. Steel / Metal 163.3 Tons
 - b. Concrete 3654 Tons
 - c. Asphalt 219.1 Tons
 - d. Mixed Waste 197.5 Tons
 - e. Wood 8.7 Tons
3. Road Runner Waste Services, 4436 Corrales Rd, Corrales, NM 87048 ; 505-867-9000 or 505-328-0598
4. Please refer to the Waste Management Plan used for most of ESA Construction projects.

Appendix E – Key Personnel

Project Manager

Name: Kurt Schlough

Name: Frances Walker

Title: Lead Project Manager / Project Manager

of Years with the Firm: 5 Years

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

of Years as a Project Manager for Type of Construction Services Selected Above: 25

Check All Relevant Experience:

- Projects for Higher Education Owners Laboratory Renovations Clinical / Medical Environment
- General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades
- Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Overhead Doors Glass Installation Steel Erection Concrete Floor
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Demolition Painting

ATTACH RESUME

Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Sharon Rodgers Title Sr. Project / Construction Manager

Telephone: 505-239-4756 Email Address: srodgers@unm.edu

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Jose Loera Title Director of Construction

Telephone: 575-646-7114 Email Address: jloera@nmsu.edu



KURT SCHLOUGH
PROJECT MANAGER

Kurt has over 25 years of construction experience; with ESA Construction, Inc. since March 2017

He directs and supervises project management, project QA/QC, and project safety programs from bid stage through all construction phases, Owner occupancy, and warranty period. Responsibilities include project submittals, scheduling, billing, troubleshooting, and overall project coordination on a daily basis. He also oversees team compliance with the safety program, project documentation,

project budget and quality control. Monitoring and updating the construction progress schedule is also a strong points of his. Additionally, Kurt's leadership and relationship building skills assist in building a strong project team inclusive of the Owners, Architects, Key Consultants and all the Sub-Contractors.

PROJECT EXPERIENCE

- UNM SRC Stair Renovations \$438,377.59
- UNM Student Health and Counseling Renovation \$1,310,118.66
- UNM Honors College \$1,472,177.06
- NMSU Grants - Teacher Health Care Education + Child Development Center \$5,524,515
- NMSU Grants - Martinez Hall Improvements \$710,792
- Prior to ESA: USF Tampa, Visual & Performing Arts Teaching Facility; Architectural Project Manager, Lead Interior Designer, Construction Detailer & Administrator \$35.5M, 103,650 gsf facility with concert & recital halls.
- Univ. of Hartford, Hartt School Performing Arts Center; Architectural Project Manager, Design Director, Master Planner, Construction Detailer & Administrator \$16.4M, 55,221 gsf, Phase 1 of 2 complete

EDUCATION

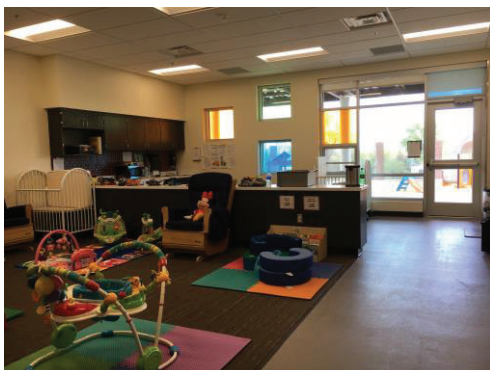
Kansas State University
Bachelor of Interior Architecture
5 Year Degree
OSHA - 10 Hour Certified

ACCOMPLISHMENTS

2009 AIA Connecticut Design Award, Awarded for the University of Hartford, Hartt School, New Performing Arts Center

2005 Chandler Award - Best of Show, Patcraft Corporation, Awarded for the interior design of the 500 Seat Concert Hall Interior for Central Washington University

2004 Kansas State University Interior Architecture 10 Year Alumni Honoree; College of Architecture, Planning & Design



11/14/2022

To Whom It May Concern:

As a Project Manager for PDC at the University of New Mexico, I have had the pleasure of working with ESA Construction Inc. on multiple projects over the last several years totaling over 10 million dollars in successful projects.

I am writing this reference at the request of ESA Construction, who is applying for the UNM JOC program. I have known ESA Construction for two plus years in my capacity at UNM, and ESA has performed many complex and difficult projects over that time. ESA Construction's quality, communication, management and overall performance was exemplary.

In conclusion, I would highly recommend ESA Construction. If their past performance is any indication of their future performance, they will perform above the industry average. ESA Construction will be an excellent addition to the UNM JOC program. I can be reached by email at skinnerg@unm.edu anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Skinner". The signature is fluid and cursive, with a large initial "G" and "S".

Greg Skinner, PM



FRANCES WALKER
PROJECT MANAGER

Frances comes to ESA with over 28 years of construction experience; with ESA Construction, Inc. since May of 2020

Frances has experience with multiple facets of construction as Business Administration, Operation Management, Subcontractor, Superintendent, Construction Manager, Licensed Contractor and Property Management.

Frances offers years of experience in organizing teams to propel productivity, and meeting deadlines and budgets. Excellent skills in allocating resources and scheduling work. Committed to continually reviewing timelines, budgets, and scope of work to come up with the best strategy to achieve results. Known for motivating teams by building strong relationships with clients and subcontractors.

PROJECT EXPERIENCE

- Rio Rancho Elementary School - HVAC Renovations \$819,396.80
- Rio Rancho High School – Concessions Building and Wind Wall \$765,000.89
- City of Albuquerque – Plaza Eatery Demolition \$76,118.92
- City of Albuquerque – Plaza Eatery Renovation \$854,868.06
- State of New Mexico – Youth Diagnostic and Development Center: Maintenance Building and Pole Barn \$1,248,748.85
- Prior to ESA: Managed projects with successful outcomes for Fortune 500 Companies. Sears Home Improvement Division - Managing New Mexico and West Texas; DR Horton – largest Home Builder in America.



EDUCATION

New Mexico State University:
Bachelor's Degree
Associates Degree
OSHA:
10 Hour Certified

ACCOMPLISHMENTS

Has been recognized for outstanding work performance by National Builders, DR Horton, KB Home.

Awards for:
2017 T.O.P Manager Award as voted on by peers.

2011 "Outstanding" Awards for performance in Texas Regions and again in Southern Regions covering New Mexico.

I think this is the first final pay ap I've signed with a negative project CO amount. Great job Frances and Steve!

Jeremy Dreskin, SSWA,
Architect

From: Jeremy Dreskin <jdreskin@studioswarch.com>
Sent: Friday, February 19, 2021 9:45 AM
To: Frances Walker <frances@esaconstruction.com>
Cc: RRHS - Patrick Martinez <patrick.martinez@rrps.net>
Subject: RE: RRHS: Final Billing

Looks good to me. I think this is the first final pay ap I've signed with a negative project CO amount.
Great job Frances and Steve!

Attached w/ my signature.

Jeremy Dreskin, AIA, NCARB | Principal Architect

Studio Southwest Architects
505-843-9639 p | 505-459-7981 c

AIA NM 2020 Firm of the Year
AIA NM Merit Award Recipient – New Mexico School for the Arts
ENR Southwest Best Project Recipient (K-12) – New Mexico School for the Arts



From: Frances Walker <frances@esaconstruction.com>
Sent: Friday, February 19, 2021 9:27 AM
To: Jeremy Dreskin <jdreskin@studioswarch.com>
Cc: RRHS - Patrick Martinez <patrick.martinez@rrps.net>
Subject: RRHS: Final Billing

Jeremy,

Attached is the final billing for the RRHS Project.

Please sign and return – let me know if you feel that there are any issues.

Thank you,

Frances T. Walker



Project Manager
frances@esaconstruction.com
3435 Girard Blvd NE B,
Albuquerque, NM 87107
O: 505-884-2171
C: 505-218-0105

Appendix F – Key Personnel

Lead Superintendent

Name: Manuel Jimenez

Name: Kyle Pannell

Title: Lead Superintendent / Superintendent

of Years with the Firm: 5 Years

Experience with the Following Type of Construction Services:

General Construction Electrical Mechanical Roofing

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

of Years as a Project Manager for Type of Construction Services Selected Above: 24

Check All Relevant Experience:

- Projects for Higher Education Owners Laboratory Renovations Clinical / Medical Environment
- General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades
- Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Overhead Doors Glass Installation Steel Erection Concrete Floor
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Demolition Painting

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Sharon Rodgers Title Sr. Project / Construction Manager

Telephone: 505-239-4756 Email Address: srodgers@unm.edu

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Dennis Duran Title Senior Project Manager

Telephone: 505-224-2149 Email Address: dduran@bernco.gov



MANUEL JIMENEZ
SUPERINTENDENT, ON-SITE QA/QC/SAFETY MANAGER

Manuel has 24 years of experience in construction management; with ESA Construction, Inc. since January 2018

He coordinates construction activities with the Owner, trade subcontractors and material suppliers. Maintaining project schedules. Quality control of every aspect of day to day construction. Ensuring safety compliance on and adjacent to the jobsite. Manuel has been our large scale jobs superintendent.

He also conducts weekly safety meetings, monitor personnel for OSHA compliance. Troubleshoot any issues as they arise. Keep project manager informed of all progress and issues.

ESA PROJECT EXPERIENCE

- UNM SRC Apartments - Stair Restoration Ph 1-3
\$1,798,845
- UNM RVA Apartments Stair Replacement \$856,539
- YDDC Maintenance Building
\$1,256,180
- South Valley Swimming Pool Rehabilitation Ph. I
\$1,957,741
- South Valley Swimming Pool 2B Bath House
\$1,351,331
- St. Therese Catholic School Multi-Purpose Bldg
\$1,385,146.37

PROJECT EXPERIENCE PRIOR TO ESA

\$1,200,000	Edgewood Police Station & Animal Control
\$3,000,000	Luisa Senior Center Remodel & Addition
\$7,500,000	Rankin Remodel

EDUCATION

Rio Grande High School
OSHA 30 Hour Certified
First Aid & CPR Certified!
Defensive Driving Certified

REFERENCES

Sharon Rodgers, UNM PDC
505-239-4756

Dennis Duran, Bernalillo County
505-224-2149

Howard Kaplan, Wilson & Company
505-348-4000



Eric Clifton

From: Dennis M. Duran
Sent: Friday, May 31, 2019 8:29 AM
To: Eric Clifton; Kaplan, Howard M.; Steve Pannell; ray Sanchez; manuel jimenez
Cc: Debbie Jo Almager; John C. Barney; Edward J. Martinez; Gary Prosocki; Mark A. Griego; SVP Bathhouse
Subject: RE: certificate of occupancies SVSP Ph 2
Attachments: 190531_Letter of Acceptance.pdf

Steve / Eric,

See attached letter of acceptance for the South Valley Swimming Pool Bathhouse Rehabilitation Project.

On behalf of Bernalillo County Government and the Citizens of Bernalillo County I would like to express my appreciation for all the hard work ESA Construction has performed at South Valley Swimming Pool.

ESA Construction performed above our expectations throughout the project and met all of the project deadlines.

It has been a pleasure working with you and your staff on this this project and I look forward to working with ESA Construction on future projects.

If you have any questions feel free to contact me.



Dennis M. Duran
Senior Project Manager
Parks and Recreation
111 Union Square St. SE, Suite 200
Email: dduran@bernco.gov
O: (505) 224-2149 C: (505)975-2647
www.bernco.gov

From: Eric Clifton <eric.clifton@esaconstruction.com>
Sent: Friday, May 24, 2019 5:03 PM
To: Kaplan, Howard M. <Howard.Kaplan@wilsonco.com>; Dennis M. Duran <dduran@bernco.gov>
Cc: Steve Pannell <spannell@esaconstruction.com>; chrisc@accentls.org; ray Sanchez <ray@esaconstruction.com>; Manuel Jojola <manuel@sunshineplumb.com>; joseph santangelo jr <jsantangelo@sunshineplumb.com>
Subject: RE: certificate of occupancies SVSP Ph 2

CAUTION: This email originated from outside of Bernalillo County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Howard,

See attached updated punch list with some minor items to remain that will be completed with-in the next week from 7:00 am to 11:00 am throughout the week. Also note there are some items the county will need to complete as per our walkthrough with Tiequan Chen with Public Works.



KYLE PANNELL
SUPERINTENDENT, ON-SITE QA/QC/SAFETY MANAGER

Kyle has 12 years of construction experience; with ESA Construction, Inc. since 2010

He coordinates construction activities with the Owner, trade subcontractors and material suppliers. Maintaining project schedules. Quality control of every aspect of day to day construction. Ensuring safety compliance on and adjacent to the jobsite. He performed successfully as superintendent on many large scale projects. Zero injury at all his job sites. He conducts weekly safety meetings, monitor personnel for OSHA compliance.

Troubleshoot any issues as they arise. Keep project manager informed of all progress and issues.

ESA PROJECT EXPERIENCE

- UNM Student Health & Counseling Renovations
\$2,019,991
- Cuba Independent School Gym Remodel & Addition
\$2,098,546
- UNM Redondo Parking Lot Renovations
\$680,074
- UNMH HSC Upper Plaza Shade Structure
\$521,498
- Las Cruces Public Schools Onate High School Tennis Court
\$518,530
- UNM IT Building Renovations - Phases 1 - 3
\$363,565
- NMSU Corona Rage Dormitories
\$302,960.90
- Social Security Administration Building Renovation
\$365,643
- NMSU Engineering Complex I Building 363 Stucco Repair
\$288,038
- NMSU Alamogordo Townsend Library Renovation
\$258,862
-

EDUCATION

Las Cruces High School
First Aid & CPR Certified
OSHA 10 Hour Certified

ACCOMPLISHMENTS

He consistently brings jobs in on time and within budget.

Fast starter and solid finisher.

Zero injury at all his jobsites

The District has been pleased with ESA Construction through all phases of construction and has found their work to be consistently above par. Their staff members have been helpful and able to quickly answer any questions we have had.

Rhiannon Chavez, Cuba Independent Schools



Kurt Schlough

From: James Wilterding <jwilt@unm.edu> on behalf of James Wilterding
Sent: Monday, August 2, 2021 5:13 PM
To: Amy Coburn; Kurt Schlough; Rupal Engineer; Mayra Vazquez; Edwina Garcia; Sharon Rodgers; kyle pannell
Cc: Laura Stamatkin; Wayne Yevoli; Celine Gordon; James Holloway; Nasha Torrez; Beverly Kloeppel
Subject: RE: UNM SHAC Renovation project

Hi all,

I want to also extend my gratitude to everyone who has been involved in this project. I believe it is fair to say that we had a pretty unique set of circumstances to deal with in the midst of the pandemic. I feel that UNM PDC, ESA and Design Plus have been exemplary partners for achieving the best possible outcome. Others at UNM also are to be lauded – those who started the ball rolling on this project back in 2017 and 2018, when the stars aligned after a good 20 years of SHAC leadership (Dr. Bev Kloeppel) working to make the case for the opportunity to update and add space. Many options were considered, but none could come close to our dream of acquiring the Plaza Level and having the entire building to expand into. This project sets the stage for SHAC to move into a new era of service to students, staff and faculty.

A special thanks to Kurt and his team at ESA, who helped us solve some unique problems this year like getting the isolation room in place. You went the extra mile several times to make sure things were addressed correctly, always with a skillful eye towards the end use of this facility. Your dedication to a good outcome is greatly appreciated and will be felt around here for years to come!

Best regards,

James

James Wilterding, MD
Executive Director



From: Amy Coburn
Sent: Monday, August 2, 2021 4:10 PM
To: Kurt Schlough <kurt@esaconstruction.com>; Rupal Engineer <rupal@designplusabq.com>; Mayra Vazquez <mmvazquez@unm.edu>; James Wilterding <jwilt@unm.edu>; Edwina Garcia <edwinagarcia@unm.edu>; Sharon Rodgers <srodgers5@unm.edu>; kyle pannell <kyle@esaconstruction.com>
Cc: Laura Stamatkin <laura@designplusabq.com>; Wayne Yevoli <wayne@testudoeng.com>; Celine Gordon <celine@designplusabq.com>
Subject: RE: UNM SHAC Renovation project

Kurt,

I appreciate your commitment to our UNM projects! We are lucky to have such great partners!

Best, Amy

Appendix G – Key Personnel Safety Manager

Name: Steven C. Pannell

Name: _____

Title: Vice-President, Corporate QA/QC/Safety Manager

of Years with the Firm: 26 Years

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

of Years as a Project Manager for Type of Construction Services Selected Above: 18

Check All Relevant Experience:

- Projects for Higher Education Owners Laboratory Renovations Clinical / Medical Environment
- General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades
- Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement
- Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation
- Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement
- Overhead Doors Glass Installation Steel Erection Concrete Floor
- Duct bank repair / installation Outdoor light installation Fire Suppression System Installation
- Landscaping Fencing Earthwork / Site Work Demolition Painting

ATTACH RESUME Yes

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Brian Scharmer Title Project / Construction Manager

Telephone: 505-834-4403 Email Address: bscharm@unm.edu

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Hartwell Briggs, RA Title Planning Manager

Telephone: 505-244-7800 Email Address: hbriggs@cabq.gov



STEVE PANNELL
VICE-PRESIDENT, CORPORATE QA/QC/SAFETY MANAGER

Steve has over 36 years of construction experience; with ESA Construction Inc. since 1996

He directs and supervises all project management, QA/QC control and safety. Tracks construction progress, provide constructibility reviews.

He considers leadership the main responsibility of the general contractor and one that ESA Construction, Inc. has built a reputation on. The general contractor is the driver that brings all trades and materials together for a successful project. The key elements are prompt submittal review and approval, accurate and timely progress billings, diligent review of changes

in work and scheduling the work.

Number of personnel Supervised: 50 - 130

PROJECT EXPERIENCE

- SFPS De Vargas MS Demo, Milagro MS Earth Work
\$1,206,719
- NMSD Delgado Relocation, Dining Hall Bldg Renovation
\$694,516
- UNM La Posada Dining Hall Renovation
\$2,055,711
- ABQ Sunport IT, Security Badge, and Family Assistance
Offices Renovation
\$1,284,606
- Cuba Independent School Swimming Pool Improvements
\$632,746
- Alameda Elementary School Re-Roof and Nurse Area
Remodel
\$947,548
- University Hills Elementary School 2011 Addition
Renovations
\$3,595,518
- Gadsden Independent Schools Accessible Upgrades
2012
\$885,607



EDUCATION

Bachelor's Degree in Civil Engineering
1987, NMSU, Las Cruces

NM GB98, GA98, GF05 Licenses

ACCOMPLISHMENTS

27 years' experience in leadership, management, business, training, and supervision.

REFERENCE

Gloria Martinez
Director of Construction
Las Cruces Public Schools
575-527-6052

Nancy Montgomery
Facility Service Manager
NMSU, Alamogordo, NM
575-439-3798

Hartwell Briggs, RA
Planning Manager
City of Albuquerque
505-244-7800

April 13, 2015

Mr. Steve Pannell
Owner, ESA Construction Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107

Dear Mr. Pannell:

As the project manager for the Center for Stable Isotopes project at the University of New Mexico I have to say it is with pleasure that I write this letter of reference for ESA Construction. ESA's attention to customer service and quality were exemplified on this recently completed project by ESA's project manager Donnie Combs and superintendent Joel Pascoe.

The aggressive schedule and tight budget contributed to making this a challenging renovation in a 60 year old building. With every challenge ESA was there to meet it head on, and in a timely manner. I want to thank ESA and their team for delivering a successful project of high quality to UNM. ESA is a contractor that operates with integrity, has great staff, and I feel confident inviting ESA to bid on future UNM construction projects.

Sincerely,



Antonio Sanchez
Project/Construction Manager
Planning, Design & Construction

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: ESA Construction, Inc.

Agency / Client Name: University of New Mexico

Project Name: SRC Apartments - Stair Restoration, Ph #1, 2, 3

Project Number: PO 188365, 192007, 193215 Project Value: 1,798,844.83

Achieved or Anticipated Final Acceptance after January 1, 2018 Yes No

Company Role: Sub Contractor Prime / JV Contractor

Agency: Public Private

Location: On a UNM Campus Within State of New Mexico

Estimated Self Performance (%): 84%

(Based on actual hours through the working foreperson. Supervisory hours **do NOT** apply.)

Project Type: (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

This project consisted of the restoration of thirty-six similar steel & concrete stair towers, accomplished in three phases, throughout a ten month period.

At the project start we formed crew teams who focused on specific tasks for efficiency, including demolition, new structural steel installation, tread and landing installation, and railing repair.

The existing deteriorated concrete treads and landings were removed and deteriorated steel was either restored or replaced, as needed. New galvanized steel perforated treads and landing planks were installed on added steel structural components. All steel stair structures were cleaned, stabilized, and fully painted.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Sharon Rodgers Title Sr. Project/Construction Manager

Telephone: 505-273-1158 Email Address: srodgers5@unm.edu

Briefly describe the project: Attached additional page, if necessary.



11/14/2022

To Whom It May Concern:

As a Project Manager for PDC at the University of New Mexico, I have had the pleasure of working with ESA Construction Inc. on multiple projects over the last several years totaling over 10 million dollars in successful projects.

I am writing this reference at the request of ESA Construction, who is applying for the UNM JOC program. I have known ESA Construction for two plus years in my capacity at UNM, and ESA has performed many complex and difficult projects over that time. ESA Construction's quality, communication, management and overall performance was exemplary.

In conclusion, I would highly recommend ESA Construction. If their past performance is any indication of their future performance, they will perform above the industry average. ESA Construction will be an excellent addition to the UNM JOC program. I can be reached by email at skinnerg@unm.edu anytime.

Sincerely,



Greg Skinner, PM

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: ESA Construction, Inc.

Agency / Client Name: University of New Mexico

Project Name: HSC Outdoor Collaborative Structure

Project Number: PO 182226 Project Value: 499,461.25

Achieved or Anticipated Final Acceptance after January 1, 2018 Yes No

Company Role: Sub Contractor Prime / JV Contractor

Agency: Public Private

Location: On a UNM Campus Within State of New Mexico

Estimated Self Performance (%): 10%

(Based on actual hours through the working foreperson. Supervisory hours **do NOT** apply.)

Project Type: (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

The scope of this project consisted of the construction of a 3000 square foot steel shade structure for the University of New Mexico Health Science Center. Work included demolition of an existing wooden shade, selective demolition of concrete, erection of the new shade and installation of new pole-mounted exterior lights. ESA took great care in the processes of concrete demolition and replacement of any affected waterproofing membrane, as the work area was also the roof for basement level classrooms and laboratories below. The shade structure columns had to be located precisely on top of existing roof support columns in the basement below in order to safely bear the structure's weight. The new shade structure weighs over 30 tons, and includes laser cut parasoleil panels, architectural lighting, new metal furniture and electrical outlets for student and staff usage.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Kyle Duran Title Sr. Project/Construction Manager

Telephone: 505-272-2584 Email Address: kwduran@salud.unm.edu

Briefly describe the project: Attached additional page, if necessary.



To Whom It May Concern:

It is with great confidence that I am writing to recommend the company ESA Construction Inc.

I had the opportunity to work with them on an exciting project on our North Campus. Over the course of several months, they assisted the University of New Mexico Health Sciences Center with the construction of a new outdoor collaborative shade structure. I can say with certainty that this project went very smoothly and was one of the most rewarding and coordinated projects to date in my career. The decision to select ESA as our contractor is a decision that I felt led to the final success of the project.

This project required not only the ability to work in the heart of the Health Sciences Campus, but to do so on a rooftop of the neighboring building. The project site was located above the basement of our Nursing and Pharmacy Building, which housed multiple labs and classrooms. This project included the use of large steel beams which required heavy equipment to lift and move. As you can imagine, this presented multiple challenges in terms of coordinating the correct equipment as well as establishing communication with the colleges using the space. ESA accomplished this very well, to the point where I had weekly emails/calls/texts from the users thanking them for their attention to detail and timely coordination.

We also had one issue of a leak (due to the age of the building, not the vendor) that ESA responded to quickly and resolved. This was vital as the University conducts many sensitive and crucial experiments within the space. The attention and prompt response from the contractor allowed the issue to be resolved quickly and with little to no effect to the programs.

Due to my experience and the reputation that ESA has created, I have no hesitation inviting them to participate in submitting for our projects. I appreciate their coordination on previous projects and look forward to working with them on future projects as well.

If you have any questions, please feel free to contact me.

Sincerely,

Kyle Duran

Senior Project/Construction Manager

UNM HSC Capital Projects

MSC 07 4340

University of New Mexico

505.272.2584

505.469.8030 (Cell)

kwduran@salud.unm.edu

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: ESA Construction, Inc.

Agency / Client Name: University of New Mexico

Project Name: Student Health and Counseling Phase 1

Project Number: PO 169276 Project Value: 2,019,991.08

Achieved or Anticipated Final Acceptance after January 1, 2018 Yes No

Company Role: Sub Contractor Prime / JV Contractor

Agency: Public Private

Location: On a UNM Campus Within State of New Mexico

Estimated Self Performance (%): 42%

(Based on actual hours through the working foreperson. Supervisory hours **do NOT** apply.)

Project Type: (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

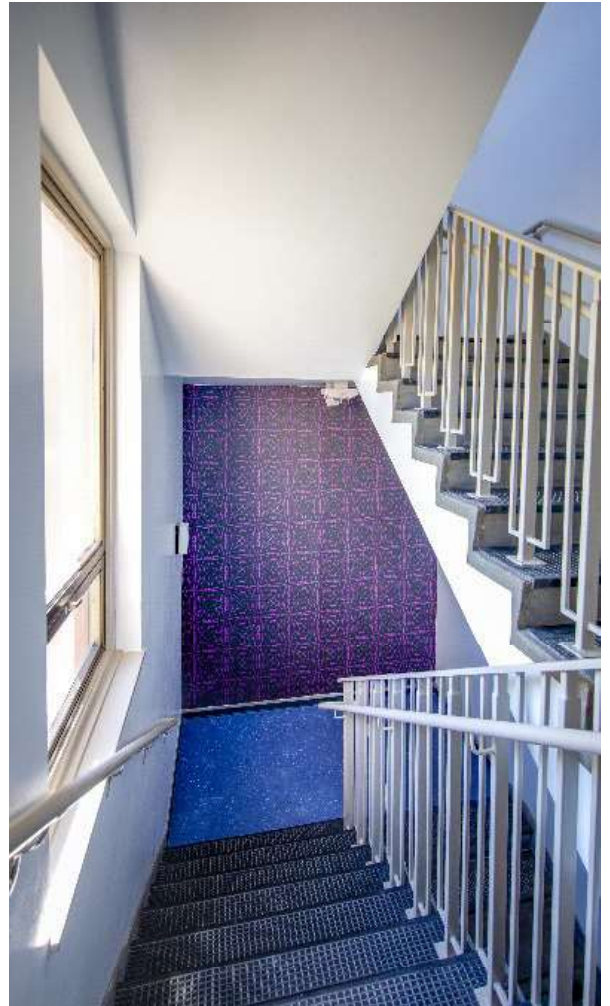
The UNM Student Health and Counseling Center (SHAC) Renovation consisted of a full renovation of the Ground Floor Plaza Level, and selective renovations of the First and Second Floors along with focused exterior renovations. Scope included mechanical, electrical, plumbing, and special system upgrades. Construction of the exterior included: New sidewalks & accessible ramps with custom fabricated guardrails, new lighting, irrigation, and landscaping in the North Courtyard. New exterior passageway through an interior storage room. Associated earth work including low-density concrete fill construction over existing campus tunnel structures. The interior renovation included: Ground Floor Plaza Level demolition and construction of a new retail pharmacy along with a suite of counseling offices and ancillary administrative, seminar, conference, & support spaces. First Floor renovations including a renovated ambulance entry, and new floor and wall finishes throughout. Second Floor renovations included limited finish upgrades. Interior stair renovations including code-required fire-rated door installation, guardrail upgrades, new lighting, and finishes.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Sharon Rodgers Title Sr. Project/Construction Manager

Telephone: 505-273-1158 Email Address: srodgers5@unm.edu

Briefly describe the project: Attached additional page, if necessary.



Kurt Schlough

From: James Wilterding <jwilt@unm.edu> on behalf of James Wilterding
Sent: Monday, August 2, 2021 5:13 PM
To: Amy Coburn; Kurt Schlough; Rupal Engineer; Mayra Vazquez; Edwina Garcia; Sharon Rodgers; kyle pannell
Cc: Laura Stamatkin; Wayne Yevoli; Celine Gordon; James Holloway; Nasha Torrez; Beverly Kloeppel
Subject: RE: UNM SHAC Renovation project

Hi all,

I want to also extend my gratitude to everyone who has been involved in this project. I believe it is fair to say that we had a pretty unique set of circumstances to deal with in the midst of the pandemic. I feel that UNM PDC, ESA and Design Plus have been exemplary partners for achieving the best possible outcome. Others at UNM also are to be lauded – those who started the ball rolling on this project back in 2017 and 2018, when the stars aligned after a good 20 years of SHAC leadership (Dr. Bev Kloeppel) working to make the case for the opportunity to update and add space. Many options were considered, but none could come close to our dream of acquiring the Plaza Level and having the entire building to expand into. This project sets the stage for SHAC to move into a new era of service to students, staff and faculty.

A special thanks to Kurt and his team at ESA, who helped us solve some unique problems this year like getting the isolation room in place. You went the extra mile several times to make sure things were addressed correctly, always with a skillful eye towards the end use of this facility. Your dedication to a good outcome is greatly appreciated and will be felt around here for years to come!

Best regards,

James

James Wilterding, MD
Executive Director



From: Amy Coburn
Sent: Monday, August 2, 2021 4:10 PM
To: Kurt Schlough <kurt@esaconstruction.com>; Rupal Engineer <rupal@designplusabq.com>; Mayra Vazquez <mmvazquez@unm.edu>; James Wilterding <jwilt@unm.edu>; Edwina Garcia <edwinagarcia@unm.edu>; Sharon Rodgers <srodgers5@unm.edu>; kyle pannell <kyle@esaconstruction.com>
Cc: Laura Stamatkin <laura@designplusabq.com>; Wayne Yevoli <wayne@testudoeng.com>; Celine Gordon <celine@designplusabq.com>
Subject: RE: UNM SHAC Renovation project

Kurt,

I appreciate your commitment to our UNM projects! We are lucky to have such great partners!

Best, Amy

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: ESA Construction, Inc.

Agency / Client Name: University of New Mexico

Project Name: Anderson East 1st Floor Honors Remodel

Project Number: PO 159956 Project Value: 1,478,866.17

Achieved or Anticipated Final Acceptance after January 1, 2018 Yes No

Company Role: Sub Contractor Prime / JV Contractor

Agency: Public Private

Location: On a UNM Campus Within State of New Mexico

Estimated Self Performance (%): 25%

(Based on actual hours through the working foreperson. Supervisory hours **do NOT** apply.)

Project Type: (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

This project included the entire 10,824 square foot first floor renovation of the two story ASM Building on the main UNM campus in Albuquerque. The build-out provided new classrooms, meeting spaces, administrative and faculty offices for the relocated UNM Honors College. A full demolition and clearing of the first floor allowed for extraneous, abandoned overhead piping and conduits to be removed to visually clean up the exposed ceiling areas in the entry lobby and main corridors. Two previous classroom spaces with structural concrete tiered sunken seating were infilled with lightweight engineered concrete fill to allow for accessibility throughout the entire first floor. New mechanical, electrical, and plumbing upgrades throughout, along with a refined modern color and finish palette provide the College with spaces they have begun to personalize with the help of flexible wall materials in public areas. Additionally, a new exterior sculptural steel canopy and entry signage wall with LED accent lighting provide a defined sense engineered concrete fill of place on the campus for the Honors College and their specialized curriculum.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Sharon Rodgers Title Sr. Project/Construction Manager

Telephone: 505-273-1158 Email Address: srodgers5@unm.edu

Briefly describe the project: Attached additional page, if necessary.



UNIVERSITY OF NEW MEXICO, UNM HONORS COLLEGE - ANDERSON HALL RENOVATION

September 20, 2019

Russ Keys
Construction Administrator
Dekker Perich Sabatini

To Whom It May Concern:

I have worked with ESA on several projects.

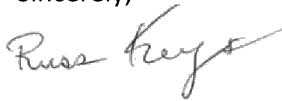
I have found that ESA exhibits professionalism and a desire to provide the client with a beautiful product on schedule and within budget.

Kurt Schlough has a background in architecture and his project management skills ensure that the project will run smoothly from beginning to end. When unknown conditions arise, he proposes unique solutions to minimize the cost of implementation.

Charlie Cooper familiarizes himself with all aspects of the project and the schedule before construction begins. Charlie commands the respect of the subs and has a great rapport with the owners and architects.

I would recommend ESA for construction projects.

Sincerely,

A handwritten signature in cursive script that reads "Russ Keys". The signature is written in black ink and is positioned above the printed name.

Russ Keys

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: ESA Construction, Inc.

Agency / Client Name: University of New Mexico

Project Name: Locker Room Renovation

Project Number: PO 155523 Project Value: 248,382.51

Achieved or Anticipated Final Acceptance after January 1, 2018 Yes No

Company Role: Sub Contractor Prime / JV Contractor

Agency: Public Private

Location: On a UNM Campus Within State of New Mexico

Estimated Self Performance (%): 13%

(Based on actual hours through the working foreperson. Supervisory hours **do NOT** apply.)

Project Type: (The project type should correspond to the applicable Contract the proposal is being submitted for: General Construction, MEP, Roofing)

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

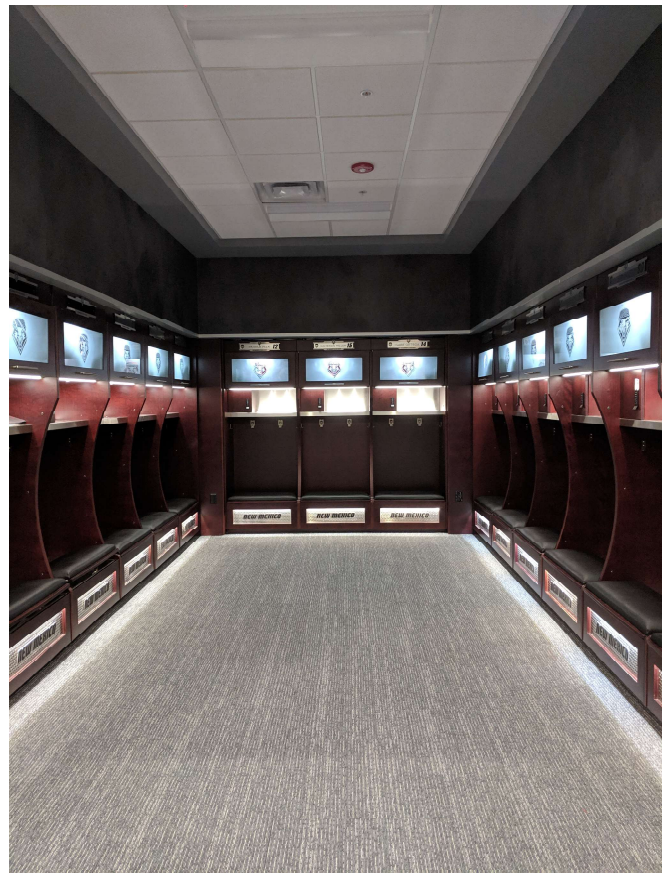
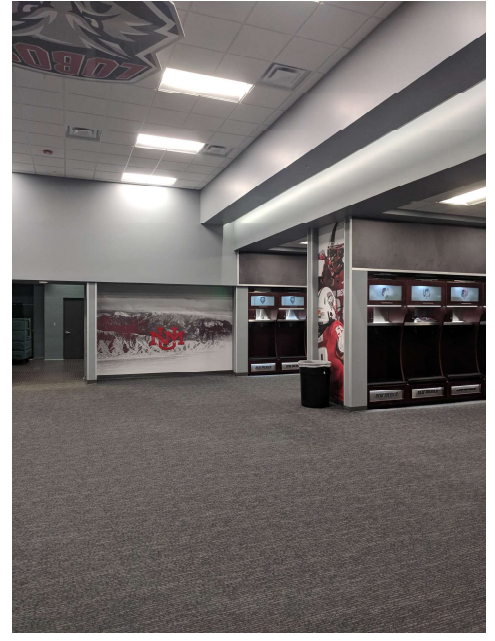
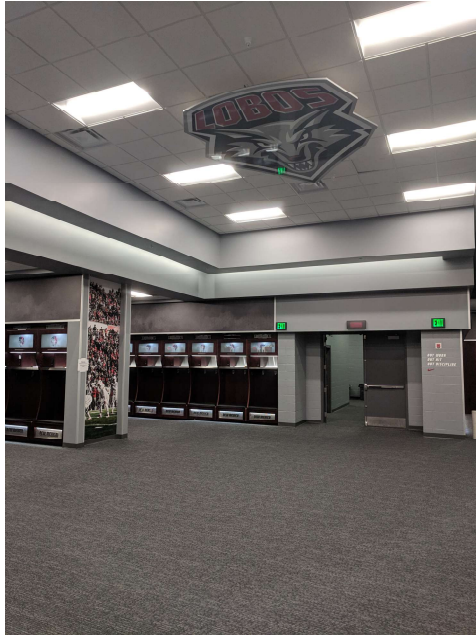
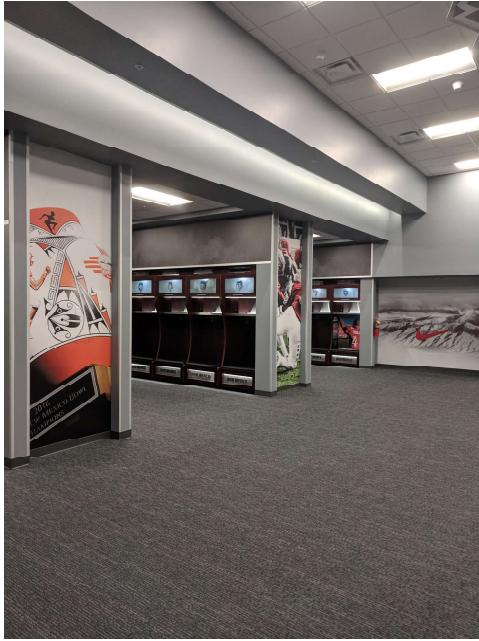
This project consisted of the careful demolition of existing soffits and lockers. Lockers and equipment were salvaged for the owner. New construction included patching the existing floors for owner furnished flooring, new soffit framing, new gypsum board with tape, bed, texture, and paint, new acoustical ceilings and re-work of existing fire sprinkler system. The project also included new electrical power outlets with tie-in to the new football lockers and re-work of existing HVAC supply/diffusers. The project had an intensive work schedule and required close coordination for the installation of new lockers in order to have the locker-room ready for the football to team use for the opening game of the 2018 football season. We successfully coordinated the work described above for future site signage and wall decals to be installed at a later date by owner supplied contractors.

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name Brian Scharmer Title Project/Construction Manager

Telephone: 505-934-4403 Email Address: bscharm@unm.edu

Briefly describe the project: Attached additional page, if necessary.



Kurt Schlough

Subject: FW: Letter of Recommendation - ESA Construction

Importance: High

From: Brian Scharmer <bscharm@unm.edu>
Sent: Wednesday, November 16, 2022 4:27 PM
To: Kurt Schlough <kurt@esaconstruction.com>
Cc: jacob strong <Jacob@esaconstruction.com>
Subject: Letter of Recommendation - ESA Construction
Importance: High

To whom it may concern:

I am a Project/Construction Manager with the UNM Planning, Design & Construction Division.

I have been at UNM for 15 years in this capacity, and worked with ESA on several high-visibility, technically challenging projects.

ESA is always professional, timely with responses to questions, very adept at the construction business, and their communications are always stellar and concise.

Their effectiveness at managing project costs has led to their projects always coming in within budget.

Here are just some of the projects we have worked with ESA on and completed during my tenure at UNM:

- Football Locker Room Renovation
- Gallup Zollinger Exhaust Fan Replacement
- Castetter Zebrafish Project (renovation within an older building, with many space constraints)
- University House Exterior Envelope Repairs
 - Federally registered historic building
 - Stucco, exterior wood, vigas, latillas, metal fencing restoration.
 - ESA came in under budget. Returned \$17,000 back to UNM on this very challenging historical structure.

Here are some current projects we are working with ESA on:

- Castetter Cage Wash Facility (in early construction)
- Castetter Lab A&B Renovations (in design)

ESA is quite simply, a “top notch” organization. We enjoy working with them, and their final construction deliverable is always of the highest quality.

Best regards,

- Brian

Brian D. Scharmer
Project/Construction Manager
Planning, Design & Construction
505-934-4403





October 11, 2018

To Whom It May Concern:

Subject: Letter of Recommendation – ESA Construction

Dear Sir or Madam:

UNM Planning, Design & Construction Department recently completed a renovation of the Football Locker Room in the Tow Diehm Building on UNM's South Campus. This large project both installed new lockers, and completely renovated the Football Locker Room. The Locker Room had not been updated since its original 1994 construction. Through a competitive bidding process, ESA Construction was selected as the construction contractor for the project.

This project had both a limited budget and a very aggressive schedule, to complete before the start of the 2018 UNM Football season.

ESA completed the work on time (one day ahead of schedule), with a very high quality end product. This was largely due to Eric Clifton, ESA's Project Manager, and his talented team of co-workers and subcontractors. At all times, Eric and ESA exhibited a can-do attitude, with utmost professionalism and attention to detail that ensured overall success.

There were several additive alternate bid items that could not be approved until well into the project construction phase. Despite the late start on some of those additive alternates, the entire project was still completed on time.

A further complication was that procurement and installation of the lockers were contracted separately by the owner. ESA worked tirelessly to coordinate with the locker vendor, to support their efforts, and to ensure all work elements were completed by the due date.

I firmly recommend ESA as a construction contractor for capital construction projects.

Please call me at 505-934-4403 if you require further information.

Sincerely,

A handwritten signature in black ink that reads 'Brian D. Schärmer'. The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Brian D. Schärmer
Project/Construction Manager
UNM Planning, Design & Construction
505-934-4403

Appendix K – Indefinite Quantity Contract Experience

General

- 1 Agency Name: University of New Mexico
- 2 Contract #: UNM Job Order Contract RFP-2127-19

Reference Information

- 3 Reference Name, Position: Sharon Rodgers, Sr. Project/Construction Manager
- 4 Address: MSC07 4210
1 University of New Mexico
- 5 City, State Zip Code: Albuquerque, NM 87131
- 6 Phone Number: 505-239-4756
- 7 E-mail Address: srodgers5@unm.edu

Contract Time:

- 8 Potential Maximum Time:* Three Years
- 9 Award Date: July 1, 2020
- 10 Expiration / Termination Date (Or Still Active): June 30, 2023 - Still Active

Contract Amounts:

- 11 Potential Maximum Amount:** \$10,000,000.00
- 12 Total Amount of Work Issued (\$): \$5,514,588.76
- 13 Total Number of Job Orders Issued (#): 19

Key Personnel

- 14 Name and Position: Steven C. Pannell, Senior Project Manager, Corp. Safety/QA/QC Manager
- 15 Name and Position: Kurt Schlough, Project Manager, On-site Safety/QA/QC Manager
- 16 Name and Position: Manuel Jimenez, Superintendent, On-site Safety QA/QC Manager
- 17 Name and Position: Jacob Strong, Project Manager, On-site Safety/QA/QC Manager

- 18 Yes or No, Did Any of the Key Personnel Proposed for the ~~Response~~ Contract Work on this Contract? Yes
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

Kyle Pannell, Superintendent, On-site Safety QA/QC Manager

Frances Walker, Project Manager, On-site Safety/QA/QC Manager

Charlie Cooper, Superintendent, On-site Safety QA/QC Manager

* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

** Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

Appendix K – Indefinite Quantity Contract Experience

General

- 1 Agency Name: General Services Department, State of New Mexico
- 2 Contract #: Statewide Price Agreement # 00-00000-20-00110

Reference Information

- 3 Reference Name, Position: Michel Saavedra, Construction Unit Supervisor
- 4 Address: PO Box 6850
- 5 City, State Zip Code: Santa Fe, NM 87502
- 6 Phone Number: 505-372-8489
- 7 E-mail Address: Michael.Saavedra@state.nm.us

Contract Time:

- 8 Potential Maximum Time:* One Year, with 3 additional years option
- 9 Award Date: July 1, 2020
- 10 Expiration / Termination Date (Or Still Active): June 30, 2023, June 30, 2024 with options

Contract Amounts:

- 11 Potential Maximum Amount:** No Limit
- 12 Total Amount of Work Issued (\$): \$3,440,705.19
- 13 Total Number of Job Orders Issued (#): 40

Key Personnel

- 14 Name and Position: Steven C. Pannell, Senior Project Manager, Corp. Safety/QA/QC Manager
- 15 Name and Position: Kurt Schlough, Project Manager, On-site Safety/QA/QC Manager
- 16 Name and Position: Manuel Jimenez, Superintendent, On-site Safety QA/QC Manager
- 17 Name and Position: Jacob Strong, Project Manager, On-site Safety/QA/QC Manager

- 18 Yes or No, Did Any of the Key Personnel Proposed for the ~~Response~~ Contract Work on this Contract? Yes
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

Kyle Pannell, Superintendent, On-site Safety QA/QC Manager

Joel Lopez, Superintendent, On-site Safety QA/QC Manager

Frances Walker, Project Manager, On-site Safety/QA/QC Manager

* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

** Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

Appendix K – Indefinite Quantity Contract Experience

General

- 1 Agency Name: Cooperative Educational Services
- 2 Contract #: CES RFP 2021-10 for CES Contract # 2021-10 R2119-24678 (JOC)

Reference Information

- 3 Reference Name, Position: David Chavez, Executive Director
- 4 Address: 4216 Balloon Park Road NE
- 5 City, State Zip Code: Albuquerque, NM 87109
- 6 Phone Number: 505-344-5470
- 7 E-mail Address: david@ces.org

Contract Time:

- 8 Potential Maximum Time:* Three Years
- 9 Award Date: January 5, 2021
- 10 Expiration / Termination Date (Or Still Active): January 4, 2024 - Still Active

Contract Amounts:

- 11 Potential Maximum Amount:** No Limit
- 12 Total Amount of Work Issued (\$): \$10,166,658.72
- 13 Total Number of Job Orders Issued (#): 77

Key Personnel

- 14 Name and Position: Steven C. Pannell, Senior Project Manager, Corp. Safety/QA/QC Manager
- 15 Name and Position: Ian Looney, Project Manager, On-site Safety/QA/QC Manager
- 16 Name and Position: Joel Lopez, Superintendent, On-site Safety QA/QC Manager
- 17 Name and Position: _____
- 18 Yes or No, Did Any of the Key Personnel Proposed for the ~~Response~~ Contract Work on this Contract? Yes
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

UNM's Current JOC Program

* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

** Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

Appendix K – Indefinite Quantity Contract Experience

General

- 1 Agency Name: City of Albuquerque BioPark
- 2 Contract #: On-Call BioPark Facilities Construction Services Contract #4379.03

Reference Information

- 3 Reference Name, Position: Marisa Ortiz, BioPark Project Manager
- 4 Address: 903 10th St. SW
- 5 City, State Zip Code: Albuquerque, NM 87102
- 6 Phone Number: 505-768-4659
- 7 E-mail Address: marisaortiz@cabq.gov

Contract Time:

- 8 Potential Maximum Time:* One Year, with 3 additional years option
- 9 Award Date: April 8, 2019
- 10 Expiration / Termination Date (Or Still Active): December 31, 2022 – Still Active

Contract Amounts:

- 11 Potential Maximum Amount:** \$ 5,482,854.75
- 12 Total Amount of Work Issued (\$): \$ 5,465,563.30
- 13 Total Number of Job Orders Issued (#): 85

Key Personnel

- 14 Name and Position: Steven C. Pannell, Senior Project Manager, Corp. Safety/QA/QC Manager
- 15 Name and Position: Ian Looney, Project Manager, On-site Safety/QA/QC Manager
- 16 Name and Position: Joel Lopez, Superintendent, On-site Safety QA/QC Manager
- 17 Name and Position: _____
- 18 Yes or No, Did Any of the Key Personnel Proposed for the ~~base term~~ Contract Work on this Contract? No
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

UNM's Current JOC Program

* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

** Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

Appendix K – Indefinite Quantity Contract Experience

General

- 1 Agency Name: University of New Mexico
- 2 Contract #: UNM Job Order Contract RFP-1862-16

Reference Information

- 3 Reference Name, Position: Sharon Rodgers, Sr. Project/Construction Manager
- 4 Address: MSC07 4210
1 University of New Mexico
- 5 City, State Zip Code: Albuquerque, NM 87131
- 6 Phone Number: 505-239-4756
- 7 E-mail Address: srodgers5@unm.edu

Contract Time:

- 8 Potential Maximum Time:* Four Years
- 9 Award Date: December 1, 2016
- 10 Expiration / Termination Date (Or Still Active): November 30, 2020

Contract Amounts:

- 11 Potential Maximum Amount:** \$2,000,000.00
- 12 Total Amount of Work Issued (\$): \$538,304.54
- 13 Total Number of Job Orders Issued (#): 7

Key Personnel

- 14 Name and Position: Steven C. Pannell, Senior Project Manager, Corp. Safety/QA/QC Manager
- 15 Name and Position: Kurt Schlough, Project Manager, On-site Safety/QA/QC Manager
- 16 Name and Position: Manuel Jimenez, Superintendent, On-site Safety QA/QC Manager
- 17 Name and Position: Jacob Strong, Project Manager, On-site Safety/QA/QC Manager
- 18 Yes or No, Did Any of the Key Personnel Proposed for the ~~base term~~ Contract Work on this Contract? Yes
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

Kyle Pannell, Superintendent, On-site Safety QA/QC Manager

* Potential Maximum Time shall mean the the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

** Potential Maximum Amount shall be the sum of the Potential Maximum for the base term and ALL possible option terms. Expressed as a Dollar Amount.

Appendix L – Price Proposal

University of New Mexico

BID FOR JOB ORDER CONTRACT (PRICE PROPOSAL)

Date of Bid: **November 17, 2022**

New Mexico State Contractor's License No. **28479**

Resident Contractor's Preference Certificate No. **L1160761008**

Contractor's New Mexico Gross Receipts Tax No. **02-102987-00-3**

Contractor's Federal Employee Identification No. **85-0365630**

Dept. Workforce Solutions Registered Contractors Number **0013420060701**

UNM Job Order Contracting (JOC)

Request for Proposals No. RFP-2379-23

Bid (Price Proposal) of (company name): ESA Construction, Inc.
(hereinafter called the "Bidder") organized and existing under the laws of the State of New Mexico, doing business as a Corporation, Partnership or Individual. (Circle correct one).

To: The Regents of The University of New Mexico, Albuquerque, New Mexico
(hereinafter called the "Owner").

The undersigned, as an authorized representative for the Bidder named above, in compliance with the Request For proposals (RFP) for Job Order Contracting services, having examined the Contract Documents, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the contract documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Offeror must agree to commence work on a date specified in a written "Notice to Proceed" issued by the Owner. The Offeror must agree to complete the Project within the Job Order Completion Time stipulated date in the "Notice of Proceed". At the sole discretion of the Owner, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar will be determined with each Job Order, and that amount will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

The following information is required for state reporting purposes only, and will not be used in evaluating or awarding the contract.

Is project material offered grown, produced or wholly manufactured in New Mexico? N/A

Business Size / Classification:

Small Business Concern ___ Disadvantaged Business Concern
___ Large Business Concern ___ Women Owned Business Concern

The Contractor shall perform all Work required called for in each individual Job Order issued under this Contract using the Construction Task Catalog[®] and Technical Specifications incorporated herein. Contractor shall perform any or all functions called for in the Contract Documents in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in the Construction Task Catalog[®] (CTC) multiplied by the Adjustment Factors being proposed.

The Bidder shall set forth Adjustment Factors in clearly legible figures in the respective space provided. Failure to submit Adjustment Factors for all categories may result in the Proposal being deemed non-responsive. **All amounts shall exclude NM Gross Receipts Tax.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

The Schedule of Prices is contained in a separate Microsoft Excel document. Complete the Microsoft Excel document and submit as part of this Appendix L. Be sure to enter Adjustment Factors for each campus and trade being proposed.

PART 1: SCHEDULE OF PRICES:

Attach Schedule of Prices from the Microsoft Excel document. On the Microsoft Excel document, be sure to enter Adjustment Factors for each campus and trade being proposed.

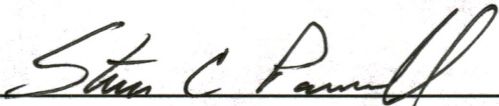
Has the Part 1: Schedule of Prices been attached to this Appendix L: Yes No

PART 2: SIGNATURES

The Bidder understands that the contract(s) will be awarded in accordance with the all terms and conditions contained in this RFP and that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The Bidder agrees that this response will be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids.

Respectfully Submitted,

By:(Authorized Signature)  Date: 11/15/22

By:(Same Name, Printed or Typed) Steven C. Pannell

Title: Vice-President

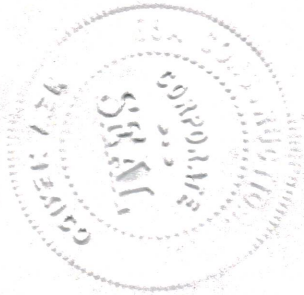
Company: ESA Construction, Inc.

Address: 3435 Girard Blvd. NE, Albuquerque, NM

Zip: 87107

Phone: 505-884-2171 Fax: 505-888-3150 Email: spannell@esaconstruction.com

(Affix Corporate Seal if response by Corporation):



Part 1 Schedule of Prices

Attach this schedule of Prices to Appendix L

OFFEROR'S NAME: ESA Construction, Inc.

For the UNM Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Campus/Contract Type being proposes may result in the bid for that Campus/Contract Type being deemed non-responsive. **The Contractor is to include the administrative fee of 2.98% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

UNM Job Order Contracting Program		CONTRACT TYPES		
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Main Campus (Albuquerque)	Normal Working Hours (60%)	1.37		
	Other Than Normal Working Hours (30%)	1.42		
	Non Pre-Priced (10%)	1.25		
	Award Criteria Figure	1.3730	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Northern New Mexico Branch Campuses	Normal Working Hours (60%)	1.43		
	Other Than Normal Working Hours (30%)	1.48		
	Non Pre-Priced (10%)	1.25		
	Award Criteria Figure	1.4270	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Southern New Mexico Branch Campuses	Normal Working Hours (60%)	1.42		
	Other Than Normal Working Hours (30%)	1.47		
	Non Pre-Priced (10%)	1.25		
	Award Criteria Figure	1.4180	0.0000	0.0000

For the UNM Cooperative Purchasing Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Region/Contract Type being propose may result in the bid for that Region/Contract Type being deemed non-responsive. A complete map of the regions can be found in the Purpose of this RFP Document. **The Contractor is to include the administrative fee of 7.50% into their responding adjustment factors.** The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:


UNM Cooperative Purchasing Job Order Contracting Program		CONTRACT TYPES		
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #1	Normal Working Hours (60%)	1.46		
	Other Than Normal Working Hours (30%)	1.51		
	Non Pre-Priced (10%)	1.3		
	Award Criteria Figure	1.4590	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #2	Normal Working Hours (60%)	1.44		
	Other Than Normal Working Hours (30%)	1.49		
	Non Pre-Priced (10%)	1.3		
	Award Criteria Figure	1.4410	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #3	Normal Working Hours (60%)	1.48		
	Other Than Normal Working Hours (30%)	1.53		
	Non Pre-Priced (10%)	1.3		
	Award Criteria Figure	1.4770	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #4	Normal Working Hours (60%)	1.44		
	Other Than Normal Working Hours (30%)	1.49		
	Non Pre-Priced (10%)	1.3		
	Award Criteria Figure	1.4410	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #5	Normal Working Hours (60%)	1.46		
	Other Than Normal Working Hours (30%)	1.51		
	Non Pre-Priced (10%)	1.3		
	Award Criteria Figure	1.4590	0.0000	0.0000

NOTES TO OFFERERS

1. **The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.**
2. **The Non Pre-Priced Adjustment Factor must be greater than or equal to 1.000**
3. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
4. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being Performed.

5. Make sure to attach this Part 1: Schedule of Prices to Appendix L in your proposal

By: Authorized Signature:



By: Same Name and title Printed or typed:

Steven C. Pannell, Vice-President

Date:

17-Nov-22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (License # 0757776, HUB International Insurance Services (SOW)) and CONTACT (Margie Blackmon, (505) 828-4140). Includes INSURER(S) AFFORDING COVERAGE: National Fire Insurance Company of Hartford, The Continental Insurance Company, American Casualty Co of Reading PA.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY, B AUTOMOBILE LIABILITY, B UMBRELLA LIAB, C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Job Name: UNM Job Order Contracting (JOC) - RFP-2379-23 SEE ATTACHED ACORD 101

Table with 2 columns: CERTIFICATE HOLDER (University of New Mexico - Purchasing Department) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services (SOW)		License # 0757776	NAMED INSURED ESA Construction Inc 3435 Girard Blvd NE Albuquerque, NM 87107
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The Regents of the University of New Mexico, The University of New Mexico, its agents, servants and employees are included as additional insured. 45 Days Notice of Cancellation applies



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. in the performance of your ongoing operations subject to such **written contract**; or
- B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

VALLEY FORGE INSURANCE COMPANY
Insured Name: ESA CONSTRUCTION INC

Policy No: 7011715432
Endorsement No: 7
Effective Date: 12/31/2021



**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS
1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury - Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury - Exception for Reasonable Force
11. General Aggregate Limits of Insurance - Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability - Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury - Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation - Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

1. ADDITIONAL INSUREDS

a. WHO IS AN INSURED is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:
 - (a) the **bodily injury** or **property damage**; or
 - (b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the **limits of insurance**, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest
Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises
A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment
Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage or personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land
Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage or personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises
An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out

of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions - Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a **consequence of the physical injury, sickness or disease**.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim is known to a natural person Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence, offense or claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence, offense or claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence, offense or claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its **Paragraph 3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in **Paragraph 4.** below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. **BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

- k. **Damage to Your Product**
Property damage to your product arising out of it, or any part of it except when caused by or resulting from:
 - (1) fire;
 - (2) smoke;
 - (3) collapse; or
 - (4) explosion.
- l. **Damage to Your Work**
Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
 - (a) fire;
 - (b) smoke;
 - (c) collapse; or
 - (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **products-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. **CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for **injury or damage** arising out of:
 - (a) Preparing, approving or failing to prepare or approve **maps, shop drawings**, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. **ELECTRONIC DATA LIABILITY**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**
Damages arising out of:
 - (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
 - (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and spouses of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for claims arising solely out of their capacity or status as such and, in the case of a spouse, where such claim seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such, provided however that the spouse of a natural person **Named Insured** and the spouses of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such spouses' acts, errors or omissions in the conduct of the **Named Insured's** business.

10. **EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. **GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
- 2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for **Damage To Premises Rented To You and for Medical Expense** continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the **Products-Completed Operations Aggregate Limit** shown in the Declarations, regardless of the number of projects involved.

E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. **IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. **INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a health care incident:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the coverage territory.
 - (2) the **bodily injury** first occurs during the policy period. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:
This exclusion applies only if the **bodily injury** arising from a health care incident is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:
This insurance does not apply to:
Contractual Liability

the Insured's actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Medicare, or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

- a. professional health care services on behalf of the Named Insured or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of **Insured** to:

a. add the following:

- the Named Insured's employees are Insureds with respect to:

(1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and

(2) **bodily injury** to a volunteer worker while performing duties related to the conduct of the Named Insured's business;

when such **bodily injury** arises out of a health care incident.

- the Named Insured's volunteer workers are Insureds with respect to:

(1) **bodily injury** to a co-volunteer worker while performing duties related to the conduct of the Named Insured's business; and

(2) **bodily injury** to an employee while in the course of the employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business;

when such **bodily injury** arises out of a health care incident.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of WHO IS AN INSURED.

D. The Other Insurance condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the Named Insured to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations, except that if the Named Insured was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the policy period, such Named Insured is an Insured with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to personal and advertising injury occurred prior to such termination date, and the personal and advertising injury arising out of such offense first occurred after such termination date;

b. the bodily injury or property damage first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a consolidated (wrap-up) insurance program, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude bodily injury, property damage or personal and advertising injury that would otherwise be covered under the Contractors General Liability Extension Endorsement provision entitled WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS. Please see that provision for the definition of consolidated (wrap-up) insurance program.

15. LEGAL LIABILITY - DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. **Damage to Property**

Property damage to:

(1) Property the Named Insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the Named Insured sells, gives away or abandons, if the property damage arises out of any part of those premises;

(3) Property loaned to the Named Insured;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of real property on which the Named Insured or any contractors or subcontractors working directly or indirectly on the Named Insured's behalf are performing operations, if the property damage arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because your work was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to property damage (other than damage by fire) to premises rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, nor to the contents of premises rented to the Named Insured for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are your work.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to property damage included in the products-completed operations hazard.

Paragraphs (3) and (4) of this exclusion do not apply to property damage to:

- i. tools, or equipment the Named Insured borrows from others, nor
- ii. other personal property of others in the Named Insured's care, custody or control while being used in the Named Insured's operations away from any Named Insured's premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is mobile equipment leased by an Insured;
- c. property that is an auto, aircraft or watercraft;
- d. property in transit; or
- e. any portion of property damage for which the Insured has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See LIMITS OF INSURANCE as amended below.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$-insert (\$) amount; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended as follows:

The exclusion entitled Aircraft, Auto or Watercraft is amended to add the following:

This exclusion does not apply to an aircraft not owned by any Named Insured, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the Named Insured; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete subparagraph (2) of the exclusion entitled Aircraft, Auto or Watercraft, and replace it with the following:

This exclusion does not apply to:

(2) a watercraft that is not owned by any Named Insured, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of personal and advertising injury is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to:

1. delete the Exclusion entitled Knowing Violation Of Rights Of Another and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
- (b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
- attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this PROPERTY DAMAGE – ELEVATORS Provision, the Other Insurance conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000 limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000 limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under CONDITIONS, the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured's ongoing operations; or
2. your work included in the products-completed operations hazard.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this Coverage Part; and
2. was executed prior to the bodily injury, property damage or personal and advertising injury giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a consolidated (wrap-up) insurance program by applicable state statute or regulation.

If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a consolidated (wrap-up) insurance program project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as damages because of:

1. Bodily injury, property damage, or personal or advertising injury that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor
2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to Section II, Paragraph A.1., Who Is An Insured:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision A.1. does not apply to any such entity that is an insured under any other liability "policy" providing auto coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:

- (1) Bodily injury or property damage caused by an accident that occurred before you acquired or formed the organization; or
- (2) Any such organization that is an insured under any other liability "policy" providing auto coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an insured but only with respect to their legal liability for acts or omissions of a person, who qualifies as an insured under SECTION II - WHO IS AN INSURED and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An employee of yours is an insured while operating an auto hired or rented under a contract or agreement in that employee's name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision A. Who Is An Insured, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In a.(4), the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA6359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 7011715429
Endorsement Effective Date:	Policy Effective Date: 12/31/2021	Policy Page: 64 of 195
Endorsement No: 13; Page: 1 of 4		
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles

The following is added to Section III, Paragraph A.3.:

With respect to any covered auto, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to Section III, Paragraph A.:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your employee without a driver, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one accident or loss is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to loss caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:

- (1) Include loss of use, provided it is the consequence of an accident for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
- (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per accident.

E. Airbag Coverage

The following is added to Section III, Paragraph B.3.:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA6359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 7011715429
Endorsement Effective Date:	Policy Effective Date: 12/31/2021	Policy Page: 65 of 195
Endorsement No: 13; Page: 2 of 4		
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to loss to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to Section III, Paragraph B.6.:

Subject to the following, the diminution in value exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your employee without a driver for a period of 30 days or less, under a contract in that individual employee's name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a diminution in value loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for loss to a covered auto in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the auto's actual cash value (ACV).

III. Drive Other Car Coverage - Executive Officers

The following is added to Sections II and III:

1. Any auto you don't own, hire or borrow is a covered auto for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An auto owned by that "executive officer" or a member of that person's household; or
 - b. An auto used by that "executive officer" while working in a business of selling, servicing, repairing or parking autos.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered auto; and
- (2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered auto described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to Section IV, Paragraph A.2.a.:

Form No: CNA6359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 7011715429
Endorsement Effective Date:	Policy Effective Date: 12/31/2021	Policy Page: 66 of 195
Endorsement No: 13; Page: 3 of 4		
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		

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- (4) Your employees may know of an accident or loss. This will not mean that you have such knowledge, unless such accident or loss is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to Section IV, Paragraph A.2.b.:

- (6) Your employees may know of documents received concerning a claim or suit. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an accident or loss.

C. Concealment, Misrepresentation or Fraud

The following is added to Section IV, Paragraph B.2.:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to Section IV, Paragraph B.5.:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to Accident or Loss.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V, Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA6359XX (04-2012)	Endorsement Expiration Date:	Policy No: BUA 7011715429
Endorsement Effective Date:	Policy Effective Date: 12/31/2021	Policy Page: 67 of 195
Endorsement No: 13; Page: 4 of 4		
Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606		

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 12/31/2020

Policy No. 7011715446

Endorsement No.

Insured: ESA Construction, Inc..

Premium \$

Insurance Company: American Casualty Co of Reading PA

Countersigned by _____



CHANGES – NOTICE OF CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

PARAMOUNT UMBRELLA LIABILITY POLICY

PARAMOUNT EXCESS LIABILITY POLICY

It is understood and agreed as follows:

- I. In the event of cancellation of this coverage during the **policy period** for a reason other than nonpayment of premium, the Insurer agrees to mail prior written notice of cancellation to:

SCHEDULE		
Name	Address	Number of Days Advanced Notice
STATE OF NEW MEXICO, GENERAL SERVICES DEPARTMENT	1100 ST FRANCIS DRIVE SANTA FE, NM 87502	45
DEMING PUBLIC SCHOOLS, NM PSFA	1001 S DIAMOND DEMING, NM 88030	45
SANTA FE COMMUNITY COLLEGE	6401 RICHARDS AVE SANTA FE, NM 87508	45
SANTA FE PUBLIC SCHOOLS	610 ALTA VISTA STREET SANTA FE, NM 87505	45
THE REGENTS PF THE UNIVERSITY OF NEW MEXICO, UNIVERSITY OF NEW MEXICO - PURCHASING DEPARTMENT	700 LOMAS BLVD NE #2600, MSC01 1740 ALBUQUERQUE, NM 87131-0001	45
NEW MEXICO SCHOOL FOR THE DEAF	1060 CERRILLOS RD SANTA FE, NM 87505	45
CITY OF ALBUQUERQUE	PO BOX 1293 ALBUQUERQUE, NM 87102	45

Form No: CNA75525XX (03-2015)

Endorsement Effective Date:

Endorsement No: 3; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 7011715463

Policy Effective Date: 12/31/2021

Policy Page: 49 of 59



SCHEDULE		
Name	Address	Number of Days Advanced Notice
STATE OF NEW MEXICO	DEPARTMENT OF CULTURAL AFFAIRS 407 GALISTEO ST. BATAAN MEMORIAL BLVD., STE 264 SANTE FE, NM 87501	45
STATE OF NEW MEXICO ENERGY, MINERALS & RESOURCES	1220 SOUTH ST. FRANCIS DRIVE SANTA FE, NM 87505	45

- II. If this Endorsement is attached to the PARAMOUNT EXCESS LIABILITY POLICY, then the bolded term "**policy period**" is deleted in its entirety and replaced with the term "policy period".

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA75525XX (03-2015)

Endorsement Effective Date:

Endorsement No: 3; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: CUE 7011715463

Policy Effective Date: 12/31/2021

Policy Page: 50 of 59



NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the **WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**:

In the event of cancellation or material change that reduces or restricts coverage during the policy period, we agree to send prior written notice in the manner prescribed, to the person or organization listed in the Schedule.

SCHEDULE

1. Number of days advance notice:

For nonpayment of premium:

10

For any other reason:

45

2. Name and Address of Person or Organization:

STATE OF NEW MEXICO, GENERAL SERVICES DEPARTMENT
1100 S SAINT FRANCIS DR
SANTA FE, NM 87505-4147

DEMING PUBLIC SCHOOLS, NM PSFA
1001 S DIAMOND AVE
DEMING, NM 88030-4710

SANTA FE COMMUNITY COLLEGE
6401 S RICHARDS AVE
SANTA FE, NM 87508-4887

SANTA FE PUBLIC SCHOOLS
610 ALTA VISTA ST
SANTA FE, NM 87505-4149

THE REGENTS PF THE UNIVERSITY OF NEW MEXICO, UNIVERSITY OF NEW MEXICO PURCHASING DEPARTMENT
700 LOMAS BLVD NE #2600
MSC01 1740
ALBUQUERQUE, NM 87131-0001

NEW MEXICO SCHOOL FOR THE DEAF
1060 CERRILLOS RD
SANTA FE, NM 87505-1650

CITY OF ALBUQUERQUE
PO BOX 1293
ALBUQUERQUE, NM 87103-1293

STATE OF NEW MEXICO, DEPARTMENT OF CULTURAL AFFAIRS
407 GALISTEO ST. BATAAN MEMORAL BLVD STE 254
SANTA FE, NM 87501-2834

Form No: CNA87380XX (11-2016)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 1 of 2

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 7 11715446

Policy Effective Date: 12/31/2021

Policy Page: 37 of 64



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CNA87380XX (11-2016)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 2; Page: 2 of 2

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 7 11715446

Policy Effective Date: 12/31/2021

Policy Page: 38 of 64



Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	045
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	THE REGENTS PF THE UNIVERSITY OF NEW MEXICO, UNIVERSITY OF NEW MEXICO - PURCHASING DEPARTMENT
Address:	700 LOMAS BLVD NE #2600 MSC01 1740 ALBUQUERQUE NM 87131-0001

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020003270117154327678





Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYEE BENEFITS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- STOP GAP LIABILITY COVERAGE PART
- TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	045
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	THE REGENTS PF THE UNIVERSITY OF NEW MEXICO, UNIVERSITY OF NEW MEXICO - PURCHASING DEPARTMENT
Address:	700 LOMAS BLVD NE #2600 MSC01 1740 ALBUQUERQUE NM 87131-0001

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the policy period, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020003270117154327678



DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Omnia Partners to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

1. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

2. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

3. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE Yes No

List certifying agency: _____

4. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB Yes No

List certifying agency: _____

5. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone Yes No

List certifying agency: _____

6. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: ESA CONSTRUCTION INC

DBA: ESA CONSTRUCTION INC
3435 GIRARD BLVD NE
ALBUQUERQUE, NM 87107-1939

Expires: **11-Sep-2023**

Certificate Number:

L1160761008



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

CERTIFICATION No. SPD ... 19C11

DATE ISSUED ... 6-24-88

ESA Construction Inc.

IS HEREBY CERTIFIED

by the

Office of the State Purchasing Agent

to be a Resident Contractor as defined in Chapter 66: Laws of 1984; and per *Resident Contractor Certification Questionnaire* filed in the State Purchasing Agent's office.

CRESKIT EUNDO

1912

Leon J. Jones
State Purchasing Agent

EXHIBIT B

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors as to their business status. Please furnish the information requested below.

- 1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201
- 1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and
- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
 - (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
 - (3) Is certified by the SBA as a Small Disadvantaged Business.
- 1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
- 1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
- 1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
- 1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: ESA Construction, Inc. Telephone: 505-884-2171
 Street Address: 3435 Girard Blvd. NE County: Bernalillo
 City: Albuquerque State & Zip: NM 87107
 Is this firm a (please check): Division Subsidiary Affiliated? Primary NAICS Code: 236220
 If an item above is checked, please provide the name and address of the Parent Company below:
N/A

Check All Categories That Apply:

- 1. Small Business
- 2. Small Disadvantaged Business (Must be SBA Certified)
- 3. Woman Owned Small Business
- 4. HUBZone Small Business Concern (Must be SBA Certified)
- 5. Veteran Owned Small Business
- 6. Disabled Veteran Owned Small Business
- 7. Historically Black College/University or Minority Institution
- 8. Large Business

Signature and Title of Individual Completing Form:


Steven C. Pannell, Vice-President
 Date November 10, 2022

<p>Please return this form to:</p> <p>The University of New Mexico Purchasing Department MSC01 1240 Albuquerque, NM 87131 505-277-2036 (voice) 505-277-7774 (fax)</p>	<p>NOTE:</p> <p>This certification is valid for a one year period. It is your responsibility to notify us if your size or ownership status changes during this period. After one year, you are required to re-certify with us.</p>
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THANK YOU FOR YOUR COOPERATION

Notice: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punished by imposition of a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

If you have difficulty determining your size status, you may contact the Small Business Administration at 1-800-U-ASK-SBA or 202-205-6618. You may also access the SBA website at www.sba.gov/size or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)