

## Appendix A- Management Plan

Attach a copy of the firm's management plan for this project. Per the evaluation criteria set forth in the Proposal Evaluation, the management plan shall include the following:

- 1) Provide a brief history and description of your company, including an overview and experience providing similar projects and services relating to the Contract being bid: - General Construction  
- Mechanical, Electrical, and Plumbing (MEP)  
- Roofing

- 1) Lone Mountain Contracting, Inc. has been a licensed and bonded with extensive bonding capacity, general contractor for over 48 years and our projects range from the small maintenance contracts to multimillion dollar new construction projects. In every size of project, we implement the same commitment to excellence and proper procedures to complete the project with a quality product at a fair price in a reasonable time frame. Our clients have included the City of Albuquerque, the City of Rio Rancho, Santa Fe County, New Mexico State University, Western New Mexico University, and at least 15 of New Mexico public school districts as well as many other municipalities, tribes, counties, and private businesses.

Recent examples of our GC experience include the Pojoaque Valley Recreation Complex project, the Capital High School Baseball & Softball Complex project, the Dexter Consolidated Schools Middle & Elementary School Flooring & Foundation Improvements project, the Western New Mexico University Irrigation & Landscaping project, the City of Rio Rancho Water Tank #3 Rehabilitation project, and the Socorro Consolidated Schools Eddie Castaneda Stadium Renovation and Shade Structure project.

- 2) Describe your general understanding of the JOC system to include the joint scoping of work, the preparation of price proposals and Job Order proposals, using the Construction Task Catalog®, meeting the contractual deadlines of proposal development, the rapid mobilization and start-up of Job Orders, and the expedient closeout of Job Orders)

LMC holds 37 contracts, the most CES (Cooperative Educational Services) contracts which utilizes JOC Gordon and RS Means pricing. We have been a procurement partner with CES for 10+ years. See attached Management Plan.

- 3) Provide a subcontracting plan to include the purchasing of subcontractor services, and work to be accomplished with in-house forces. Identify the amount and type of subcontracting anticipated. Demonstrate in writing your ability to coordinate multiple subcontractors on multiple projects at multiple locations.

LMC works with a range of subcontractors and trades who have proven qualifications and high standards of performance. Multiple bids in a given category are solicited, with the contract being awarded to the lowest bidder with appropriate qualifications. Qualifications include, but are not limited to: licensing, insurance, bonding, proven experience, strong safety record, high quality evaluations.

In-house forces: Earthwork, Demolition, Drainage, Trenching and Pipe, Aggregates, Aco- Drain, Track Surface, Court Surface, Turf Maintenance & Grooming, G-Max Testing, Concrete, Fencing and Athletic Equipment, Synthetic Turf Install, Retaining Walls, Landscaping and Irrigation.

- 4) Provide a list of contemplated subcontractors. Rocky Mountain Turf Solutions, Star Paving, Shaw Sports Turf, Barlett Utility, and American Fence.

- 5) The Contractor's input during the development of the Detailed Scope of Work is a valued component of any JOC program. Outline and describe the Value-Engineering processes you have employed over the last 5 years identifying what worked best and what did not. As a frequent design build contractor LMC is always willing and available to provide options to our clients for potential savings. We respect and appreciate the specified

Appendix A- Management Plan

design, but can also offer some options if budgetary restrictions become a concern. We analyze the project from several different perspectives.

6) Demonstrate your firm’s ability to understand the Design and Build environment and how the JOC process can partner with this concept. UNM is seeking a full function contracting relationship that will allow a willing partnership in both design and execution of remodeling projects. Design and flexibility will be crucial to our customer base and successful Proposers must be willing to cooperate with this process.

LMC does the legwork by turning the organization’s dream into a plan of action. Our experience planning and design specialists can give you a step by step layout of you sports facility. LMC team can provide all the information and resources needed to bring your plans to a public forum and to construct in phases to meet budgets.

LMC’s experienced athletic facility designers know sports, as an American Sports Builder Association member for many years, also won facility of the year along with 11 times ASBA award winning contractor, LMC is the premier sports builder of New Mexico from NMSU, Silver City to Santa Fe.

7) Please provide contact information for the person(s) who will be responsible for the following areas. If not applicable, write “Not Applicable”

**Executive Contact:**

Contact Person: James N. Blea  
Title: President  
Phone: Fax: 505-869-2996 505-869-2412  
Email: nick@lonemountain.com

**Marketing:**

Contact Person: Not Applicable  
Title: \_\_\_\_\_  
Phone: Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Account Manager/Sales Lead:**

Contact Person: Samantha Sais  
Title: Director of Sale & Marketing  
Phone: Fax: 505-916-4688 505-869-2412  
Email: samantha@lonemountain.com

**Sales Support:**

Contact Person: Not Applicable  
Title: \_\_\_\_\_  
Phone: Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contract Management (if different than sales lead):**

Contact Person: Kelly Chittenden  
Title: Office & Contract Manager  
Phone: Fax: 505-869-2996 869-2412  
Email: kelly@lonemountain.com

**Financial Reporting:**

Contact Person: James N. Blea  
Title: President  
Phone: Fax: 505-869-2996 505-869-2412  
Email: nick@lonemountain.com



## **Management Plan**

1. Bonds- Upon receipt of a construction contract from UNM, LMC will provide and payments bonds, master schedule, and schedule of values for owner approval.
2. Pre-construction Conference- To assure a smooth project it would be necessary to include a pre-construction conference attended by the owner's representative, Architect, LMC project manager and superintendent and LMC contract manager, and major subcontractors. Discussion will include all facets of the job, job safety, storage of equipment and materials, telephone numbers for police, fire department, hospitals emergency numbers, project manager, scheduling, drug and alcohol policy, background checks and other pertinent issues.
3. Notice to proceed- LMC will be working with its own forces as well as a few subcontractors on projects. Following the pre-construction conference and upon receiving a notice to proceed date from the owner LMC will schedule any surveying and demolition work, a mobilization plan and milestone dates of major phases.
4. Submittals- LMC Contract Manager will provide all required submittals as outlined in the job specifications. No materials will be ordered or utilized on the project before approval is received from the owner.
5. Ordering- Often there are items that require a long lead time. These items and materials will be ordered so as not to impede progress once the projects start.
6. On site supervision – LMC will maintain a full time Superintendent and the job as well as crew foreman. Cleanliness will be emphasized and lunch box safety meetings will be held once a week. Owner issues will be addressed as they come up. RFIs will be sent if there are gray or un clear issues that come up. The supervisory personnel will oversee the subcontractor's work and will be in touch with the owner's representative on a daily basis.
7. Project Manager- will be responsible for everything that takes place on the job including scheduling, manpower, supervision, progress, change orders, inspections and progress meetings with the owner and billing. He is our liaison with the owner and subcontractors. PM will attend scheduled progress meetings as well as be at the jobsite at least on a weekly basis.
8. Legal – Only the president of LMC can approve contracts.
  - a) Project schedule provided at Pre-Con Meeting
  - b) Management team and contact lists provided at Pre-con Meeting
  - c) Safety Plan provided at Pre-con Meeting



## Field Management Team

# James N. Blea

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*Construction leader with extensive experience as a general manager in all phases of construction which includes the financial management of business, project management, job estimation and quality control. He has built LMC with a varied amount of general construction work which includes experience in commercial building construction, residential construction, single family dwellings, remodeling, water tank installation and rehabilitation, as well as roofing, landscaping, tracks, tennis courts, athletic fields and stadiums. His clients have included the State of New Mexico, City of Albuquerque, Sandia National labs, Los Alamos National Labs, Kirtland AFB, Fort Bliss, UNM, and numerous other educational institutions.*

## **1973-Present - Lone Mountain Contracting, Inc., Bosque Farms, NM: President**

- Established Lone Mountain Contracting, Inc in 1973
- As CEO, he manages the planning and implementation of its projects.
- Evaluates project performance and oversees quality control policies
- Evaluates performance and quality of project management
- Evaluates financial reports and fiscal planning

## **Project History:**

- 2016 Escalante High School Athletic Facility, Chama, NM - ASBA Distinguished Track & Field Facility
- 2016 COOR Sports Complex Lighting, Rio Rancho, NM
- 2016 Albuquerque Downs Lighting, Albuquerque, NM
- 2017 Eastern NM University Lighting, Portales, NM
- 2017 Espanola High School Track, Field, & Lighting, Espanola NM - ASBA Distinguished Track & Field Facility
- 2018 Albuquerque Baseball Complex, Albuquerque, NM

## **Education:**

AA - New Mexico Military Institute, Roswell, NM 1964

BBA - University of New Mexico, Albuquerque, NM 1967

## **Community Involvement:**

Valencia County Senior Olympics, Member

Valencia County Medical Advocacy, Founding Member

New Mexico Youth Alliance, Founding Member

## **Professional**

MyBank formerly Bank of Belen, Founding Partner

Rotary Club of Los Lunas, Past President/Assistant Governor

Executive Sports Club, President 1980-1993

Hispano Chamber of Commerce

University of New Mexico Valencia Campus, Development Board, President 2011-2013

Partners in Education, Member

Los Lunas Chamber of Commerce, Member

Jubilee Los Lunas, Senior Partner

## **References:**

David Chavez, Cooperative Educational Services 505-344-5470

Mario Juarez Infante, Wilson and Company

Brian Dunihoo, Deming Public Schools 575-546-2502

John T. Cresto, Gallup Fields & Stadium 505-721-1000

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# Kelly Chittenden

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*Motivated professional prepared to identify, analyze & develop corrective action plan to prevent recurrence of issues of a more serious nature. Committed to excellence in business and efficiency in all aspects of construction with extensive background in quality responsiveness to procurement practices.*

## **Lone Mountain Contracting, Inc., Bosque Farms, NM: Contract Manager/Office Manager October 2010-Present**

- Involved in multiple facets of the company such as Contracts, Production Coordination, Bidding, & Accounts Receivable.
- Provide support for project managers, superintends & contract manager.
- Become familiar with all contract documents as well as completing all contract documents.
- Maintaining quality records throughout the project.
- Compile, submit, and track all submittals.
- Maintain communications between Owner, Architect/Engineer, Project Manager, Superintendent, Subcontractor, Etc.
- Issue contracts between Subcontractor and LMC. Ensure that all license and required documentation is in order.
- Create and issue progress payments
- Issue & maintain purchase orders for all materials ordered & for subcontractors.
- Request quotes to ensure projects remain in budget.
- Order all jobsite materials after approval of owner.
- Track product shipment to ensure timely delivery to various jobsites.
- Create and issue progress payments.
- Compile and submit Closeout Documents.
- Update company website and social media sites.

## **Project History:**

- 2012 Jemez Valley Warrior Stadium Track & Field, Jemez Pueblo, NM - ASBA Distinguished Track & Field Facility
- 2013 Scott Park Athletic Facility, Town of Silver City, NM
- 2015 Santa Fe Ivan Head Stadium, Santa Fe, NM - ASBA Outstanding Single-Field Facility of the Year
- 2016 Escalante High School Athletic Facility, Chama, NM - ASBA Distinguished Track & Field Facility
- 2016 Hatch Softball and Baseball Fields, Hatch, NM
- 2017 Espanola High School Track and Field, Espanola NM - ASBA Distinguished Track & Field Facility
- 2018 Albuquerque Baseball Complex, Albuquerque, NM
- 2018 Socorro High School Track and Field, Socorro, NM-ASBA Distinguished Single Field Facility

## **Education:**

- Socorro High School Class of 2003,
- University of New Mexico Valencia Campus

## **References:**

- Tom Padilla, Sr. Vice President , Hub International Insurance Services (505) 262-9430
  - Shannon Ryan, Service Representative, Construction Reporter, LLC. (541) 841-2805
  - Ray Lopez, Principal, SWPP Managers, LLC. (877) 994-2236
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## **Appendix D – Approach to Recycling**

Complete Appendix D by describing your company's approach to recycling.

Lone Mountain Contracting, Inc. is committed to sustainability and environmentally friendly practices. Our company recycling program is an ongoing effort to keep all our construction sites ecologically friendly. Using recycle bins and transportation to the Village of Los Lunas recycle center as often as possible. An example of our dedication to recycling is our synthetic turf system which uses recycled rubber for infill.

**Appendix L – Price Proposal**

**University of New Mexico**

**BID FOR JOB ORDER CONTRACT (PRICE PROPOSAL)**

Date of Bid: 11/17/2022

New Mexico State Contractor's License No. 18995

Resident Contractor's Preference Certificate No. L2054064944

Contractor's New Mexico Gross Receipts Tax No. 01-138540-005

Contractor's Federal Employee Identification No. 88-00117505

Dept. Workforce Solutions Registered Contractors Number 01946020110715

UNM Job Order Contracting

**Request for Proposals No. 2379-23**

Bid (Price Proposal) of (company name): Lone Mountain Contracting, 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? No

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<sup>®</sup> 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<sup>®</sup> (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: 11/17/2022

By:(Same Name, Printed or Typed) James N. Blea

Title: President

Company: Lone Mountain Contracting, Inc.

Address: 125 Bosque Farms Blvd. Bosque Farms, NM

Zip: 87068

Phone: 505-869-2996 Fax: 505-869-2412 Email: kelly@lonemountain.com

(Affix Corporate Seal if response by Corporation):

**Part 1 Schedule of Prices**

Attach this schedule of Prices to Appendix L

OFFEROR'S NAME: Lone Mountain Contracting, 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%)	1.28		
	Other Than Normal Working Hours (30%)	1.3		
	Non Pre-Priced (10%)	1.6		
	<b>Award Criteria Figure</b>	1.3180	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Northern New Mexico Branch Campuses	Normal Working Hours (60%)	1.35		
	Other Than Normal Working Hours (30%)	1.4		
	Non Pre-Priced (10%)	1.6		
	<b>Award Criteria Figure</b>	1.3900	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Southern New Mexico Branch Campuses	Normal Working Hours (60%)	1.35		
	Other Than Normal Working Hours (30%)	1.4		
	Non Pre-Priced (10%)	1.6		
	<b>Award Criteria Figure</b>	1.3900	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%)	1.35		
	Other Than Normal Working Hours (30%)	1.4		
	Non Pre-Priced (10%)	1.6		
	<b>Award Criteria Figure</b>	1.3900	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #2	Normal Working Hours (60%)	1.35	0	
	Other Than Normal Working Hours (30%)	1.4	0	
	Non Pre-Priced (10%)	1.6	0	
	<b>Award Criteria Figure</b>	1.3900	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #3	Normal Working Hours (60%)	1.35		
	Other Than Normal Working Hours (30%)	1.4		
	Non Pre-Priced (10%)	1.6		
	<b>Award Criteria Figure</b>	1.3900	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #4	Normal Working Hours (60%)	1.35		
	Other Than Normal Working Hours (30%)	1.4		
	Non Pre-Priced (10%)	1.6		
	<b>Award Criteria Figure</b>	1.3900	0.0000	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #5	Normal Working Hours (60%)	1.35		
	Other Than Normal Working Hours (30%)	1.4		
	Non Pre-Priced (10%)	1.6		
	<b>Award Criteria Figure</b>	1.3900	0.0000	0.0000

**NOTES TO OFFERERS**

- The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.
- The Non Pre-Priced Adjustment Factor must be greater than or equal to 1.000
- 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.
- 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

James N. Blea, President

Date:

11/17/2022

## Appendix H – Comparable Construction Experience General Construction Projects

*Applicable to Firms Submitting a Proposal for General Construction Contracts*

**Proponent's Name:** Lone Mountain Contracting, Inc.

**Agency / Client Name:** New Mexico State University

**Project Name:** New Mexico State University Track & Field Renovation

**Project Number:** 2021-1026      **Project Value:** \$ 464,553.31

**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 (%):** 100

(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.)

Resurface existing track, pole vault, long/triple jump, including asphalt, concrete, grading, and installation of new long triple jump system. New lane marking and numbers.

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**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** Jon Padilla      **Title** Project Manager

**Telephone:** 575-202-4463      **Email Address:** jhpadill@nmsu.edu

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

## Appendix H – Comparable Construction Experience General Construction Projects

*Applicable to Firms Submitting a Proposal for General Construction Contracts*

Proponent's Name: Lone Mountain Contracting, Inc.  
Agency / Client Name: City of Roswell  
Project Name: Roswell Inclusive Park Phase I  
Project Number: 2022-1061 Project Value: 1.2 Million

**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 (%): 40  
(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)

Install High steel square tubing fence railing, playground structure and equipment, water feature system  
poured in place safety fall zone surfacing, engineered wood fiber chips and colored concrete slip proof surface

**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 Louis Najjar, City of Roswell Title Project Engineer

Telephone: 575-637-6281 Email Address: l.najar@roswell-nm.gov

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

## Appendix H – Comparable Construction Experience General Construction Projects

*Applicable to Firms Submitting a Proposal for General Construction Contracts*

Proponent's Name: Lone Mountain Contracting, Inc.  
Agency / Client Name: Navajo Nation on Behalf of Canoncito Band of Navajos/To'hajiilee Chapter  
Project Name: To'Hajiilee Water System  
Project Number: 2020-1009 Currenly under construction Project Value: 2.2 Million

**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 (%): 50  
(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.)

Construction to provide drinking water approximately 9,400 linear feet 8 inch, 25,500 linear feet of 6 inch and 4,300 linear feet of 4 inch C900 dr18 PVC waterlines, 30 service connections with water meters, replacement of a pressure reducing valve assembly.

**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 George Mihalk Souder Miller Title Engineer

Telephone: 505-507-1306 Email Address: george.mihalik@soudermiller.com

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

## Appendix H – Comparable Construction Experience General Construction Projects

*Applicable to Firms Submitting a Proposal for General Construction Contracts*

Proponent's Name: Lone Mountain Contracting, Inc.  
Agency / Client Name: County of Los Alamos  
Project Name: Bayo Booster Non-Potable Water Storage Tank  
Project Number: 2022-1056 Project Value: 494,791.00

**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 (%): 40  
(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.)

Demolition and regrade area to ensure proper drainage away from the existing tank.

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**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 James Martinez Title Project Engineer  
Telephone: 505-663-3507 Email Address: james.martinez@lacnm.us

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

## Appendix H – Comparable Construction Experience General Construction Projects

*Applicable to Firms Submitting a Proposal for General Construction Contracts*

Proponent's Name: Lone Mountain Contracting, Inc.  
Agency / Client Name: State of New Mexico General Services Department  
Project Name: YDDC Site Improvements: Athletic Field  
Project Number: 2022-1060 Project Value: 989,965.01

**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 (%): 60  
(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)

Construction of an athletic field and running track surface.

Synthetic turf, electrician and paving subcontractor

**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 Drew Fisher, FBT Architects Title Architect

Telephone: 505-883-5200 Ext 110 Email Address: df@fbtarch.com

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



## 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: \_\_\_\_\_



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2022

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), 6565 Americas Parkway Suite 720, Albuquerque, NM 87110) and CONTACT NAME (Barbara Kailey, PHONE (505) 262-9466, FAX (A/C, No), E-MAIL ADDRESS: Barbara.Kailey@hubinternational.com). Includes INSURER(S) AFFORDING COVERAGE: INSURER A: Nationwide Mutual Insurance Company (NAIC # 23787), INSURER B: Builders Trust of New Mexico, INSURER C, D, E, F.

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability (ACP 30-6-7804080), Automobile Liability (ACP 30-6-7804080), Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability (WC100-0003962-2022A), and Equipment Floater (ACP 30-6-7804080).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) UNM JOC Bid

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (University of New Mexico-Purchasing Department, 700 Lomas Blvd. NE #2600, MSC01 1740, Albuquerque, NM 87131-0001) 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 <b>HUB International Insurance Services (SOW)</b>		License # 0757776	NAMED INSURED <b>Lone Mountain Contracting Inc. 125 Bosque Farms Blvd. Bosque Farms, NM 87068</b>
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**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:**

Certificate holder full name: The Regents of The University of New Mexico, The University of New Mexico, its agents, servants and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. Lost Key Coverage

- Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

- Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

#### B. Voluntary Property Damage

- Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

- Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

#### C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, **2. Exclusions, Exclusion g. Aircraft, Auto Or Watercraft Paragraph (2) (a)** is replaced with:

- (a) Less than 51 feet long; and

#### D. Expanded Property Damage Coverage

- For the purposes of this endorsement only:

**Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion j. Damage To Property** is amended as follows:

- Paragraphs (3), (5), and (6) are deleted in their entirety.

- Paragraph (4) is deleted in its entirety and replaced with:

- (4) Personal property in the care, custody, or control of the insured:

- (a) for storage or sale at premises you own, rent or occupy; or

- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or

- (2) Included in the "products-completed operations hazard".

- Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

- Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

### CG 73 23 12 16

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

#### E. Damage To Premises Rented To You

- Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

- Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

- Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

- (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

#### F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B Paragraphs 1.b and 1.d.** are replaced with:

- Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury Liability Coverage** applies. We do not have to furnish these bonds.

- All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph 3.a. is replaced with:

- Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

#### H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

**Section II – Who Is An Insured** is amended to include:

- Any person(s) or organization(s) described in Paragraph a. – d. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

- Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- Lessors of Leased Equipment** – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

### CG 73 23 12 16

This insurance does not apply to:

- Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- State or Political Subdivision – Permits Relating to Premises** – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- The construction, erection, or removal of elevators; or
- The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

- Owners, Lessees, or Contractors** – 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; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or

- Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- "Bodily injury" or "property damage" occurring after:

- All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

### CG 73 23 12 16

- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds a. – d. described above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds a. – d. described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance Condition** and supersedes any provisions to the contrary:

#### Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- The additional insured is a Named Insured under such other insurance; and

- You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### I. Employee Bodily Injury To Another Employee

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

#### J. Broad Form Named Insured

Under **Section II – Who Is An Insured** The following is added to Paragraph 2.:

- Any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

#### K. Aggregate Limit Per Location

Under **Section III – Limits Of Insurance** the following is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

#### L. Aggregate Limit Per Project

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph 2:

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

**M. Medical Payments**

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C – Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

**N. Knowledge Of An Occurrence**

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- f. The requirements in Paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

**O. Unintentional Failure To Disclose Hazard**

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**P. Waiver Of Subrogation**

Under **Section IV – Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

**Q. Liberalization**

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

**10. Liberalization**

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**R. Broadened Bodily Injury Definition (Mental Anguish)**

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO PROTECTION - GOLD

This endorsement modifies insurance provided under the following:  
BUSINESS AUTO COVERAGE FORM

### SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as Insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employee – Officer, Managers and Supervisors
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Rental Reimbursement Coverage
- Q. Expanded Transportation Expense
- R. Extra Expense – Stolen Autos
- S. Physical Damage Limit of Insurance
- T. New Vehicle Replacement Cost
- U. Physical Damage Coverage Extension
- V. Transfer of Rights of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lock Out
- Z. Cancellation Condition

### H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

- (7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

### I. FELLOW EMPLOYEE – OFFICERS, MANAGERS, AND SUPERVISORS

The Fellow Employee Exclusion in SECTION II – COVERED AUTOS LIABILITY COVERAGE is replaced as follows:

- A. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

### J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$100,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

### K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary

substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

### L. EXPANDED TOWING COVERAGE

1. We will pay up to:
  - a. \$100 for a covered "auto" you own of the private passenger type, or
  - b. \$500 for a covered "auto" you own that is not of the private passenger type,
 for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

### M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto": less:
  - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
  - b. Any:
    - 1) Overdue lease/loan payments at the time of the "loss";
    - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
    - 3) Security deposits not refunded by a lessor;
    - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and

### A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

### B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is later.

### C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- 5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

### N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

### O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived;
2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

### E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

### F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of the SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident." Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

### P. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
- b. The number of days shown in the Schedule.

4. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred.
  - b. \$75 for any one day or for a maximum of 30 days.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE Coverage Extension.

### Q. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a

**COMMERCIAL AUTO  
AC 70 05 03 16**

covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**R. EXTRA EXPENSE – STOLEN AUTOS**

The following paragraph is added to Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

**S. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. \$1500 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
  - b. Removable from a permanently installed housing unit as described in Paragraph Z.a. above or is an integral part of that equipment; or
  - c. An integral part of such equipment.
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
4. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equip-

ment manufacturer or other sources including non-original equipment manufacturers and

- b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."  
In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:
  - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
  - c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.We will not pay for initiation or set up costs associated with loans or leases  
As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previ-

**COMMERCIAL AUTO  
AC 70 05 03 16**

ously titled and which you purchased less than 365 days before the date of the "loss".

**U. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

**V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

**W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE**

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

b. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**X. HIRED CAR – COVERAGE TERRITORY**

Item (5) of the Policy Period, Coverage Territory General Conditions is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

**Y. EMERGENCY LOCKOUT**

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and

**COMMERCIAL AUTO  
AC 70 05 03 16**

4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

**Z. CANCELLATION CONDITION**

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than non-payment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

**Appendix B – Contractor’s Statement of Qualification**

**1. ORGANIZATION**

Name: Lone Mountain Contracting, Inc. Address:

Principal Office:

Corporation     Partnership     Sole Proprietorship     Joint Venture  
 Other

- a. How many years has your organization been in business as a contractor? 49
- b. How many years has your organization been in business under its present business name? 49
- c. Under what other or former names has your organization operated? N/A
- d. Department of Work Force Solutions Contracting Registration # 01946020110715  
Effective Dates: 4/05/2021 to 4/30/2023
- e. Submit FEIN and Dunn & Bradstreet report. FEIN 88-0117505 Dunn# 06-623-7454 Profit & Loss report attached.
- f. Describe any present or past litigation, bankruptcy or reorganization involving supplier. N/A
- g. Felony Conviction Notice: Indicate if the supplier N/A
  - 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.
- h. Describe any debarment or suspension actions taken against supplier N/A

**2. LICENSING**

a. Name of license holder (or qualifying party) exactly as on file with the State of New Mexico Construction Industries Division:  
Lone Mountain Contracting, Inc. James N. Blea and Daniel Vallo



GB02,GB98,GF05,GF07,GF09,GS21,GS29,MM01

- b. License Classification: \_\_\_\_\_ License Code: \_\_\_\_\_
- c. License Number: 18995
- d. Issue Date: 6/15/1981 Expiration Date: 6/30/2024
- 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: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_  
Name of License Holder, exactly as it appears on file with jurisdictional authorities.  
\_\_\_\_\_  
Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
  - License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_  
Name of License Holder, exactly as it appears on file with jurisdictional authorities.  
\_\_\_\_\_  
Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
  - License Number: \_\_\_\_\_ Jurisdiction: \_\_\_\_\_  
Name of License Holder, exactly as it appears on file with jurisdictional authorities.  
\_\_\_\_\_  
Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- g. Is your firm registered with the State of New Mexico's Purchasing Department with a Resident Preference Number?  Yes [ ] No  
Resident Preference Number: L2054064944 Issue Date: 2020  
Name of number holder, exactly as it appears on file with State Purchasing.  
Lone Mountain Contracting, 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:	<u>20</u>
Project Managers	<u>2</u>
Estimators	<u>2</u>

Superintendents	<u>3</u>
Foremen	<u>2</u>
Tradesmen	<u>5</u>
Administration	<u>3</u>
Others	<u>3</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?

125 Bosque Farms Blvd. Bosque Farms, NM 87068

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

6.5 Million

(5) What are your overall public sector sales, excluding Federal Government, for last three (3) years? 6.5 Million

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

Bid more projects and travel the state more now that businesses are open.

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

Locally owned celebrating 50 years in business and low staff turn over.

Our Contracts Manager, Track Superintendent and Field Superintendent have all been with LMC for 10+ years. With the ability to provide in house training to employees.

(8) Describe any green or environmental initiatives or policies. Recycling whenever possible Office and on the jobsites

(9) Provide any necessary detail as it relates to standard ordering methods and payment terms. Materials to be paid once ordered or arrival to jobsite. All other payments Net 30.

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

N/A

#### 4. SURETY

a. Firm's current surety company: Merchant's Bonding Company

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

Yes

No (attach explanation\*)

Contact Agent: Tom Padilla Telephone: 505-828-4000

Years utilizing this surety: 20+ Maximum capacity: 15,000,000.00

Aggregate Total of current surety in force: 4 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.**

## 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

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. EMR 1.03

## 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\*)

Pending Litigation for the Town of Silver City Portable Dugouts Project completed 2013.

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.

## 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.

## 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: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

▪ Project 2 Name: \_\_\_\_\_

Reason for Delay: \_\_\_\_\_

▪ Project 3 Name: \_\_\_\_\_

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: \_\_\_\_\_

- Project 2 Name: \_\_\_\_\_
- Project 3 Name: \_\_\_\_\_

**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?  
[x] Yes [ ] No (attach explanation\*)
- b. **Complete Attachment D** by providing requested affidavit of non-violation of labor codes.
- c. Is the firm free of all sub-contractor Fair Practices Act violations for the past five (5) years?  
[x] 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?

**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.
- b. **Complete Attachment G** if you would like to provide additional information about your firm and/or proposal.

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

Signature of authorized representative James N. Blea

Printed or typed name James N. Blea

Title President

Date 11/7/2022

Company name Lone Mountain Contracting, Inc.

Address 125 Bosque Farms Blvd.

City/State/Zip Bosque Farms, NM 87068

Telephone 505-869-2996 Fax 505-869-2412

Email kelly@lonemountain.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 -----

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November 7, 2022

The University of New Mexico  
Perovich Business Center  
Suite 2600 / MSC01 1240  
Albuquerque, New Mexico 87131-0001

Re: Lone Mountain Contracting, Inc. - RFP-2379-23 UNM Job Order Contracting (JOC)

It is our pleasure to recommend Lone Mountain Contracting, Inc. to you. This letter serves as verification that Lone Mountain Contracting, Inc. has a bonding capacity of \$6,000,000 single per project and \$15,000,000 aggregate, with in excess of \$10,000,000 currently available. Bonds are currently underwritten and issued through Merchants Bonding Company (Mutual), which is on the Treasury List of approved sureties and carries an AM Best rating of A (Excellent).

As with any request for bonds, final approval will be based on appropriate underwriting information available at the time of the request. Please do not hesitate to contact me if you wish to confirm this information or if you have questions.

Sincerely,

Thomas M. Padilla  
Sr. Vice President

**NOTARY ACKNOWLEDGEMENT**

STATE OF NEW MEXICO }  
COUNTY OF BERNALILLO }

Subscribed and sworn to before me a notary public personally appeared Thomas M. Padilla in and for the County of Bernalillo, State of New Mexico, this 7th day of November 2022.

  
Notary Public: **Yilan Yu**

STATE OF NEW MEXICO  
NOTARY PUBLIC  
Yilan Yu  
Commission No. 1132975  
March 25, 2025



November 7, 2022

RE: Lone Mountain Contracting Inc

To whom it may concern,

HUB International can confirm that Lone Mountain Contracting Inc will be able to obtain the required insurance coverage as stipulated in the contract on the UNM JOC project.

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

Sincerely,

*Barbara Kailey*

Barbara.kailey@hubinternational.com



Affidavit of Non-Violation of Labor Codes

Name of Firm: Lone Mountain Contracting, Inc.

Address: 125 Bosque Farms Blvd. Bosque Farms, NM 87068

Project: University of New Mexico

Reference: UNM Job Order Contracting (JOC) Request for Proposal No: 2379-23

Affidavit of Non-Violation of Labor Codes

To: The University of New Mexico

The undersigned officer of Lone Mountain Contracting, Inc. hereby states that Lone Mountain Contracting, 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 law and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

James N. Blea 11/9/2022  
Signature Date

James N. Blea

Name

President

Title

NOTARY

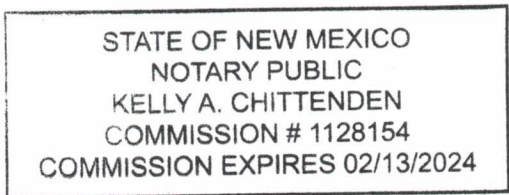
State of New Mexico

County of Valencia

Signed or attested before me on 11/9/2022 by James N. Blea

Seal

My Commission Expires: 2/13/2024





## ***Fourteen Points of Culture***

### **1. Commitment**

I give myself and everything I commit to 100% until I succeed.

### **2. Ownership**

I am truly responsible for my actions and outcomes and own everything that takes place in my work environment, work areas and my life. I am accountable for my results and I know that for things to change, first I must change.

### **3. Integrity**

I always speak the truth. What I promise is what I deliver. I only ever make agreements with myself and others that I am willing and intend to keep. I communicate potential broken agreements at the first opportunity and I clear up all broken agreements immediately. My actions and decisions are meant to provide equity to my team and are not self serving.

### **4. Excellence**

Good enough isn't. I always deliver products and services of exceptional quality that add value to all involved for the long term. I look for ways to do more with less and stay on a path of constant and never ending improvement and innovation.

### **5. Communication**

I speak positively of my fellow team members, my clients both in both public and private. I speak with good purpose using empowering and positive conversation. I never use or listen to sarcasm or gossip. I acknowledge what is being said as true for the speaker at that moment and I take responsibility for responses to my communication. I greet and farewell people using their name. I always apologize for any upsets first and then look for a solution. I only ever discuss concerns in private with the person involved. I allow mutual conversation.

### **6. Success**

I totally focus my thoughts, energy and attention on the successful outcome of whatever I am doing. I am willing to win and allow others to win: Win/Win. At all times, I display my inner pride, prosperity, competence and personal confidence. I am a successful person.

### **7. Education**

I learn from my mistakes and commit to their reduction. I consistently learn, grow and master so that I can help my fellow team members and clients learn, grow and master too. I am an educator and allow my clients to make their own intelligent decisions about their future remembering that it is their future. I impart practical and useable knowledge rather than just theory. I take responsibility for my mistakes.

### **8. Team Work**

I am a team player and team leader. I do whatever it takes to stay together and achieve team goals. I focus on co-operation and always come to a resolution, not a compromise. I am flexible in my work and able to change if what I'm doing is not working. I ask for

# LONE MOUNTAIN CONTRACTING

help when I need it and I am compassionate to others who ask me. I do not burden my teammates unnecessarily.

9. **Balance**

I have a balanced approach to life, remembering that my spiritual, social, physical and family aspects are just as important as my financial, intellectual and respect that balance in others. I complete my work and my most important tasks first, so I can have quality time to myself, with my family and also to renew.

10. **Fun**

I view my life as a journey to be enjoyed and appreciated and I create an atmosphere of fun and happiness so all around me enjoy it as well.

11. **Systems**

I always look to the system for a solution first. If a challenge arises I use a system correction before I look for a people correction. I use a system solution in my innovation rather than a people solution. I follow the system exactly until a new system is introduced. I suggest system improvements at my first opportunity.

12. **Consistency\***

I am consistent in my actions so my clients and team mates can feel comfortable in dealing with me at all times. I am disciplined in my work so my results, growth and success are consistent.

13. **Gratitude**

I am a truly grateful person. I say thank you and show appreciation often and in many ways, so that all around me know how much I appreciate everything and everyone I have in my life. I celebrate my wins and the wins of my clients, and team. I consistently catch myself and other people doing things right and express it to them.

14. **Abundance**

I am an abundant person, I deserve my abundance and I am easily able to both give and receive it. I allow abundance in all areas of my life by respecting my own self worth and that of all others. I am rewarded to the level that I create abundance for others and I accept that abundance only shows up in my life to the level at which I show up.

## **Mission Statement**

Our mission at Lone Mountain Contracting is to serve our customers by providing construction projects that add exceptional value. By focusing more on our customers and our employees, we will provide opportunities to give back to the communities in which we work.

Michelle Lujan Grisham  
Governor

Clay Bailey  
Director

Marguerite Salazar  
Superintendent

## State of New Mexico

Regulation and Licensing Department

### CONSTRUCTION INDUSTRIES DIVISION

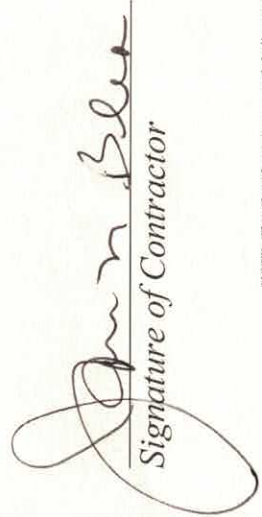
2550 Cerrillos Rd.  
Santa Fe, New Mexico 87505

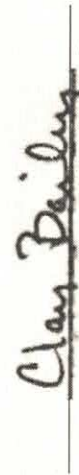
This is to certify that: **LONE MOUNTAIN CONTRACTING, INC**  
**PERMANENT LICENSE #18995**

Located At: **125 BOSQUE BLVD, BOSQUE FARMS, NM 87068**

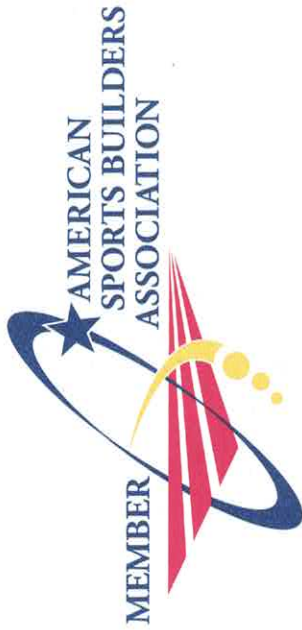
Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification of  
**GB02, GB98, GB02, GF01, GF04, GF05, GF07, GF08, GF09, GS21, GS29, MM01**  
And to permit or contract projects singly in New Mexico of a dollar amount up to:  
**UNLIMITED**

Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on  
**06/15/1981**

  
Signature of Contractor

  
Clay Bailey  
Director

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



# Certificate of Membership

This is to certify that

**Lone Mountain Contracting, Inc.**  
Is a Member of the Builder Division  
of the

*American Sports Builders Association*

a nonprofit association, is a national organization for builders, designers, and suppliers of materials for tennis courts, running tracks, synthetic turf fields, indoor and outdoor synthetic sports surfaces.

It is recognized as a centralized source for technical information, including construction guidelines.

The membership hereby conferred entitles the above named to use the name and membership mark of the Association on all proper forms, notices, and advertising subject to the conditions set forth in the By-Laws of the Association.

In Witness Whereof, The American Sports Builders Association has caused this certificate to be executed and its seal affixed by the Chairman and Secretary on December 1, 2004.



*Paul Spyr*

Secretary

*Keith A. Dan*

Chairman

# *Certificate of Contractor Registration*



This is to certify that

## **Lone Mountain Contracting, Inc.**

125 BOSQUE FARMS BLVD.

BOSQUE FARMS , NM, 87068

has registered with the Department of Workforce Solutions

**Registration Date: 4/1/2019**

**Registration Number: 01946020110715**

**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>**

## References

2020 Scott Parnell Village Administrator, Smith Tank Rehabilitation  
Village of Logan  
575-487-2239

Taylor Gantt, President  
*St. Michael's High School*  
505-983-7353 Ext: 170

Bernie Chavez, Athletic Director  
*Deming High School*  
575-543-1062

Chris Green, Architect Consensus Planning  
*Albuquerque Baseball Complex Phase 1*  
505-764-9801

Joshua Martinez, Direct of Operations  
*Socorro Consolidated Schools*  
575-518-8252



**LONE MOUNTAIN CONTRACTING**

1:49 PM

09/26/22

Accrual Basis

LONE MOUNTAIN CONTRACTING, INC.

Profit & Loss

January through June 2022

	<u>Jan - Jun 22</u>
Ordinary Income/Expense	
Income	
4000 · Revenue	1,853,967.80
Total Income	1,853,967.80
Cost of Goods Sold	
5000 · Cost of Goods Sold	141,078.03
5001 · Direct Cost of Goods Sold	1,254,974.81
5600 · Indirect Cost of Goods Sold	88,178.72
Total COGS	1,484,231.56
Gross Profit	369,736.24
Expense	
11000 · LMC General Expenses	95,487.51
12000 · Accounting	6,401.95
13000 · Business Development	16,735.33
14000 · Contracts & Purchasing	7,067.84
15000 · Human Resources	9,412.45
16000 · Production	43,827.11
6010 · Bank Charges	152.00
6030 · Communication Expenses	
6080 · Interest Expense	297.07
6095 · JNB Perks	2,820.91
6115 · Payroll Expenses	229,279.11
6220 · Professional Fees	
6601 · Fuel	
Total Expense	411,481.28
Net Ordinary Income	-41,745.04
Net Income	<u>-41,745.04</u>

**LMC**  
**CONFIDENTIAL**





## Appendix K – Indefinite Quantity Contract Experience

### General

- 1 Agency Name: \_\_\_\_\_  
2 Contract #: PROC000868

### Reference Information

- 3 Reference Name, Position: \_\_\_\_\_  
4 Address: University of New Mexico  
\_\_\_\_\_  
5 City, State Zip Code: Albuquerque, NM 87106  
6 Phone Number: 505-277-2036  
7 E-mail Address: blopez01@unm.edu

### Contract Time:

- 8 Potential Maximum Time:\* 2 Years  
9 Award Date: 8/1/2013  
10 Expiration / Termination Date (Or Still Active): 7/31/2015

### Contract Amounts:

- 11 Potential Maximum Amount:\*\* 2,000,000.00  
12 Total Amount of Work Issued (\$): 0  
13 Total Number of Job Orders Issued (#): 0

### Key Personnel

- 14 Name and Position: James N. Blea, President  
15 Name and Position: Roberta Padilla, Project Manager  
16 Name and Position: Kelly Chittenden, Contract Manager  
17 Name and Position: Jesus Perez, Superintendent  
18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? \_\_\_\_\_  
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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 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: Lone Mountain Contracting, Inc.  
2 Contract #: 16-01B-R126-ALL JOC RS Means General Construction

### Reference Information

- 3 Reference Name, Position: David Chavez, Executive Director  
4 Address: Cooperative Educational Services  
4216 Balloon Park Rd. 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:\* 4 Years  
9 Award Date: 12/8/2015  
10 Expiration / Termination Date (Or Still Active): 11/23/2019

### Contract Amounts:

- 11 Potential Maximum Amount:\*\* No Cap  
12 Total Amount of Work Issued (\$): \$1,119,478.37  
13 Total Number of Job Orders Issued (#): 10

### Key Personnel

- 14 Name and Position: James N. Blea, President  
15 Name and Position: Roberta Padilla, Project Manager  
16 Name and Position: Kelly Chittenden, Contract Manager  
17 Name and Position: Jesus Perez, Superintendent  
18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? \_\_\_\_\_  
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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 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: Lone Mountain Contracting, Inc.  
2 Contract #: 19-029B-C102ALL Synthetic Turf-Design Materials, Installation  
Repair and Renovation.

### Reference Information

- 3 Reference Name, Position: David Chavez, Executive Director  
4 Address: Cooperative Educational Services  
4216 Balloon Park Rd. 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:\* 4 Years  
9 Award Date: 5/13/2019  
10 Expiration / Termination Date (Or Still Active): 5/13/2023

### Contract Amounts:

- 11 Potential Maximum Amount:\*\* No Cap  
12 Total Amount of Work Issued (\$): \$31,207.98  
13 Total Number of Job Orders Issued (#): 4

### Key Personnel

- 14 Name and Position: James N. Blea, President  
15 Name and Position: Roberta Padilla, Project Manager  
16 Name and Position: Kelly Chittenden, Contract Manager  
17 Name and Position: Jesus Perez, Superintendent

- 18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? \_\_\_\_\_

- 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:

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\* 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: Rio Rancho Public Schools  
2 Contract #: 2019-016 FAC General Contractor-On Demand

### Reference Information

3 Reference Name, Position: Michael Madrid, Director of Purchasing  
4 Address: Rio Rancho Public Schools  
500 Laser Rd. NE  
5 City, State Zip Code: Rio Rancho, NM 87124  
6 Phone Number: 505-962-1143  
7 E-mail Address: michael.madrid@rrps.net

### Contract Time:

8 Potential Maximum Time:\* 2 Years  
9 Award Date: 6/30/2022  
10 Expiration / Termination Date (Or Still Active): 6/24/2019

### Contract Amounts:

11 Potential Maximum Amount:\*\* 1,000,000.00  
12 Total Amount of Work Issued (\$): 0  
13 Total Number of Job Orders Issued (#): 0

### Key Personnel

14 Name and Position: James Blea, President  
15 Name and Position: James Carr, Project Manager  
16 Name and Position: Chris Leyba, Superintendent  
17 Name and Position: Kelly Chittenden, Contract Manager

18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? \_\_\_\_\_

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:

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\* 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: Lone Mountain Contracting, Inc.  
Lone Mountain Contracting, Inc.
- 2 Contract #: (AX) 0000055206

### Reference Information

- 3 Reference Name, Position: Michael Saavedra, Procurement Specialist
- 4 Address: State of New Mexico Purchasing Division  
110 St. Francis Dr.
- 5 City, State Zip Code: Santa Fe, NM 87505
- 6 Phone Number: 505-827-0472
- 7 E-mail Address: michael.saavedra@state.nm.us

### Contract Time:

- 8 Potential Maximum Time:\* 3 Years
- 9 Award Date: 7/18/2019
- 10 Expiration / Termination Date (Or Still Active): 7/17/2020

### Contract Amounts:

- 11 Potential Maximum Amount:\*\* \$1,000,000.00 each project \$10,000,000 total cap
- 12 Total Amount of Work Issued (\$): \$ 989,965.01
- 13 Total Number of Job Orders Issued (#): 0

### Key Personnel

- 14 Name and Position: James Blea, President
- 15 Name and Position: James Carr, Project Manager
- 16 Name and Position: Chris Leyba, Superintendent
- 17 Name and Position: Kelly Chittenden, Contract Manager
- 18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? \_\_\_\_\_
- 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:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

\* 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 E - Key Personnel**  
**Project Manager**

**Name:** Lone Mountain Contracting, Inc.

**Name:** Roberta Padilla

**Title:** Project Manager

**# of Years with the Firm:** 6

**Experience with the Following Type of Construction Services:** 26

General Construction       Mechanical, Electrical, and Plumbing       Roofing       Painting

**# of Years as a Project Manager for Type of Construction Services Selected Above:** \_\_\_\_\_

**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** George Mihalk Souder Miller **Title** Project Engineer

Telephone: 505-507-1306 Email Address: george.mihalik@soudermiller.com

**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** Mario Jaurez Infante, Wilson & Co. **Title** Vice President

Telephone: 505348-4000 Email Address: mario.juarez@wilsonco.com

# Roberta Padilla

---

**Project Manager with over 26 years' experience in the construction industry. Strong leadership skills, ability to teach and train employees, strong fiscal and analytical skills, & extensive project management experience in civil and vertical construction.**

## **Lone Mountain Contracting, Inc., Bosque Farms, NM: Project Manager/Safety**

***June 2017-Present***

- Managing small and multimillion dollar building, infrastructure, demolition, soil amendment and tree thinning projects from inception to completion.
- Supervision of labor, material, equipment and subcontractor resources.
- Working with multiple Federal, State, and Municipal Government entities and ensuring compliance with all applicable regulations.
- Analyzing projects and preparing damages reports:
- Training employees in various aspects of the company including: accounting, HR, carpentry, estimating and project management.
- HR compliance and reviews
- Employee goal development and measurement
- Creation of employee policy manual and discipline procedures
- Managing administrative, legal, and financial functions for construction corporations.
- Conducting assessments and quality assurance reviews to evaluate compliance with requirements and to identify potential gaps in policies, procedures and business processes.

## **Project History:**

- Successful expansion of small family owned Construction Company from \$1,000,000 in gross sales to over \$20,000,000 in gross sales in a 7 year period. Involved the doubling of revenue every year for the first 3 years and incremental increases until 2006.
- Successful start-up of new small construction company.
- Wrote technical and cost proposal and secured contract for a multi-year Federal Government Contracts with White Sands Missile Range worth over \$15,000,00, Defence Threat Reduction Agency worth over \$12,000,000, and Sandia National Laboratories worth over \$7,000,000.

## **Education & Licenses:**

Bachelor of Business Administration

University of New Mexico-Albuquerque, NM

Contractor's License- State of NM 94417, GB-98, GF-09, GF-04, GA-03, GA-01

## **References:**

*George Mihalik, Project Engineer, Souder, Miller, & Associates 505-507-1306*

*Mario Jaurez, Vice President, Wilson & Company 505-348-4000*

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## **Appendix C – Quality Control Plan and Safety**

Attach a copy of the firm's quality control plan and safety. Per the evaluation criteria set forth in proposal evaluation, the quality control plan shall include the following:

- 1) Propose a mechanism for addressing the preparation, submittal and re-submittal of proposals, transmittals, reports, drawings, and data.
- 2) Proposed plan for insuring that the price proposal, submittals, and documents are complete and accurate.
- 3) Proposed organizational approach for quality control and procedures to ensure that projects are constructed according to the scope of work, standards and specifications.
- 4) Explain the firm's approach to safety and procedures that you will follow to ensure site safety and accident prevention on all jobs.

# **Quality Control Plan**



**Lone Mountain Contracting, Inc**

**125 Bosque Farms Blvd.**

**Bosque Farms, NM 87068**

**P: (505) 869-2996 F: (505) 869-2412**



## Quality Control Plan

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## A. LONE MOUNTAIN QUALITY POLICY

Lone Mountain Contracting, Inc. is committed to quality. Our objective is to safely deliver 100 percent complete construction projects that meet all contract and customer expectations the first time, every time. Our commitment to quality means:

- Every Lone Mountain employee is responsible for fully implementing and complying with all provisions of the Lone Mountain quality system.
- Our quality standards meet or exceed all applicable regulations, codes, industry standards, and manufacturer specifications as well as with our customers' contract and individual requirements.
- We stand behind our work. We inspect every work task to assure conformance to the project requirements. Should problems be found, we correct them.
- We are always improving. All employees receive regular training to make systematic improvements to remove quality risks and enhance quality performance.

We conduct our work with dignity and respect for the customer, our subcontractor partners, and ourselves.

### **Mission Statement**

Our mission at Lone Mountain Contracting, Inc. is to serve our customers by providing construction projects that add exceptional value. BY focusing on our customers and our employees, we will provide opportunities to give back to the communities in which we work.

---

Nick Blea, President /Date



## B. KEY ELEMENTS OF THE QUALITY CONTROL PLAN

Key elements of the Lone Mountain Quality Control Plan include:

**Quality Management and Responsibilities.** Lone Mountain Contracting, Inc. fully integrates its quality management system into the organizational structure and performance management systems for each project. We:

- Maintain a documented quality system consisting of a quality manual with policies and procedures.
- Tightly control exceptions to the quality system so company standards are applied uniformly to every project
- Systematically maintains quality system documents and records.

**Quality Control Personnel.** Lone Mountain fully integrates its quality management system into the organizational structure and performance management systems for each project. We:

- Appoint a QC Manager, Superintendent, and Production Manager to each project, each with well-defined quality responsibilities and the authority to carry them out.
- Have well-defined quality responsibilities for every employee with specific quality responsibilities for key job positions.
- Plan project quality records and documentation that will be maintained.
- Tightly control exceptions to the quality system so company standards are applied uniformly to every project
- Enforce policies that monitor work conditions before and during work so that quality results are assured.

**Project Quality Coordination and Communication.** Lone Mountain tightly controls the Construction process to ensure quality results. We:

- Plan quality communications through meetings, reporting requirements, and points of contact.
- Have a project startup meeting to communicate project goals and expectations.
- Conduct preparatory meetings in advance of each scheduled work task to communicate requirement details and coordinate work activities.

**Quality Assurance Surveillance.** Lone Mountain audits the quality system to assure it is operating effectively. We:

- Audit the operation of the quality system on each project for conformance to the Project Quality Control Plan and the Lone Mountain Quality System requirements.
- Conduct annual company-wide audits to evaluate effectiveness of the Lone Mountain Quality System and improve its operation.

**Design Controls.** Lone Mountain Contracting, Inc. ensures that designs we prepare fulfill the intended goals of all stakeholders. We:

- Ensure that designs have well defined expectations, are clearly understood, and the necessary details are provided.
- Involve stakeholders for input and feedback from stakeholders at planned milestones throughout the design process and systematically incorporate their input into the design process.
- Plan out each step in the design process and use it to control activities, persons responsible, and deliverables .
- Ensure that completed designs meet regulatory requirements and customer expectations.



**Employee Qualifications.** Lone Mountain ensures that only knowledgeable, capable employees carry out the planning, execution, and control of our projects. We:

- Identify employee qualification requirements, including licensing requirements, training qualifications, responsibilities, and authority for each job position.
- Train field employees on quality standards and procedures for their job position.
- Validate employee capabilities before they are assigned to carry out quality job responsibilities.
- Review ongoing employee qualifications and evaluate quality practices and performance as part of the employee performance management process.

**Qualification of Subcontractors and Suppliers.** Lone Mountain purchases only from subcontractors and suppliers that consistently meet Lone Mountain standards for quality. We:

- Clearly define subcontractor and supplier qualification requirements including licensing requirements, compliance with specific quality standards, quality responsibilities, qualification of personnel and quality improvement processes.
- Validate subcontractors' and suppliers' capabilities to meet project quality requirements at planned production levels.
- Verify ongoing subcontractors' and suppliers' quality performance.

**Project-Specific Quality Standards.** Lone Mountain clearly defines standards and specifications that apply to each project. We:

- Identify all relevant regulations, codes and industry standards.
- Identify specifications for materials that meet contract as well as regulatory requirements.
- Specify quality and certification requirements for materials and equipment that affect quality.
- Identify special requirements calibration of quality measuring devices.
- Supplement the contract and published standards with Lone Mountain quality standards as required to reduce quality risks and assure quality results.

**Inspections and Test Plan.** Lone Mountain quality inspection processes ensure that all work activities comply with the documented standards and specifications. We:

- Identify inspections and tests required by contract specifications and industry standards.
- Record the result of each quality inspection and test.
- Use independent laboratories certified by nationally recognized accreditation agencies

**Work Task Quality Inspections.** Lone Mountain quality inspection processes ensure that all work activities comply with the documented standards and specifications. We:

- Identify required quality inspections and tests at key milestones during the project and closeout.
- Identify each work task that is subject to a series of quality inspections and quality control activities
- Conduct a series of quality inspections for each Construction task: before work begins, at first article completion, while work is in process, and at completion.
- Inspect all materials before use.
- Record the result of each work task inspection.

**Quality Control of Punch Items and Nonconformances.** Lone Mountain nonconformance control processes ensure that we prevent all nonconformances from cover-up, inadvertent use, and corrected. We:

- Mark the item to clearly identify it for correction.



- Make corrections in a timely manner and validate their effectiveness.
- Require customer approval before accepting any nonconforming items.
- Identify nonconformance items for future prevention.
- Address nonconformance causes systematically by updating standards and specifications; improving process and employee capabilities; setting new requirements for subcontractors and suppliers; and enhancing the effectiveness of field and third party quality inspections.
- Validate actions taken to prevent nonconformances and their effectiveness.

**Project Completion Inspections.** Lone Mountain conducts a series of inspection near the completion of major milestones and end of the project to assure that the contracted work is completed to specifications. We:

- Perform a rigorous inspection by senior managers independent of production.
- Correct any deviations and reinspect prior to submittal to the customer for final review.
- Participate in the customer's final inspection quickly address any issues found.



## C. PROJECT QUALITY COORDINATION AND COMMUNICATION

Lone Mountain has regular, planned communications with customers, subcontractors, and suppliers to coordinate quality expectations, priorities, activities, and improvements.

The process begins when we hold a pre-construction meeting where we discuss how quality of the project will be controlled and the quality responsibilities of key personnel. We also coordinate a schedule for weekly production meetings, monthly quality management meetings, and protocols for telephone and internet communications.

Throughout the project, Lone Mountain holds preparatory meetings prior to the start of upcoming milestones, tasks, or phases of work. These meetings are attended by key company, subcontractor personnel responsible for carrying out, supervising, or inspecting the work, and interested customer representatives. We review quality requirements, coordinate quality inspections and hold points. In the process, we listen to each stakeholder to understand their concerns for critical details. We add the critical details to inspection checklists. We also train production personnel on these details in weekly and toolbox talk meetings.

Lone Mountain weekly team toolbox meetings deploy findings of the preparatory meeting to field personnel. The venue is used to train personnel on technical requirements, reinforce critical details for heightened awareness, and institute improvements to work methods. It is also a forum for team communications and coordination.





Lone Mountain Contracting, Inc. Point Of Contact List				Type of List:
Version March 31, 2012				<input type="checkbox"/> Company
				<input type="checkbox"/> Customer
				<input type="checkbox"/> Suppliers/Subcontractors
Project ID	Project Name	Preparer	Date	
[ProjectNumber]	[ProjectName]	Dan Johns		
Company	Name and Position	Contact Responsibilities	Phone Contact Numbers	Email



## Lone Mountain Contracting, Inc. Project Quality Communications Plan

Version March 31, 2012

Project ID	Project Name	Preparer	Date
[ProjectNumber]	[ProjectName]		

**Distribution of project organization chart and assigned responsibility and authority of the Production Manager, QC Manager, and Superintendent:**

**Points of contact list distribution:**

**Project startup meeting participants, date, location:**

**Work task quality plan meeting participants, nominal location:**

**Weekly project communication meeting participants, and nominal day of week, time, and location:**

**Daily quality report distribution, frequency, and due date:**

**Monthly project quality status report distribution and due date:**

**Distribution of quality inspection and test records, and due date:**



**Nonconformance report distribution and customer approval authority:**

**Location of project quality records storage and point of contact for records access:**

**Nominal frequency of project quality audits and the job position that will conduct the audits:**

**Warehousing of customer supplied materials/equipment location, security, damage prevention.**



## D. PROJECT QC PERSONNEL

Lone Mountain ensures that quality control personnel remain independent from the pressures of production through our organizational lines of authority as defined by our QC Organization Chart.

The President appoints a QC Manager and Superintendent, and then assigns each with specific quality responsibilities and authorities of their job position.

### PROJECT QC JOB POSITION ASSIGNMENTS

Table A-1 shows the job positions assigned to personnel on this project.

Table A-1

QC Personnel Name	Job Position
Tiffany Gutierrez	QC Manager
Dan Johns	Project Manager
Miguel Garcia	Superintendent

### DUTIES, RESPONSIBILITIES, AND AUTHORITY OF QC PERSONNEL

QC personnel assigned to this project have the duties, responsibilities and authority defined by their job position.

Key project personnel have accepted their appointments and declared their ability to carry out the appointments.

### QUALITY RESPONSIBILITIES

#### PROJECT QC MANAGER: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY

The QC Manager is responsible for ensuring the overall effectiveness of the Quality System for a specific project. Regardless of other duties, the QC Manager is responsible for:

- Planning project quality controls required by the Lone Mountain quality systems and contract requirements
- Fully implementing all provisions of the Lone Mountain Quality System and related documents on the project.
- Manage the operation of the Lone Mountain Quality System on the project.
- Implement and manage all phases of quality control
- Communicating project-specific quality requirements to all affected departments, subcontractors, and customers
- Ensuring that the Quality System is established and implemented by persons doing work that impacts quality
- Monitoring progress of activities
- Ensuring that the Quality System is maintained
- Acting as the project quality liaison with parties outside the company on matters relating to quality



- Reporting to senior management on performance of the Quality System, including needed improvements
- Review and approval of all project Quality System records
- Review and approval of project quality-related contract submittals
- Managing all project inspection and quality control activities
- Controlling corrective actions
- Resolving quality nonconformances

The QC Manager has the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect
- Prevent the use of materials that may adversely affect quality or cover up a defect
- To direct the removal and replacement of any non-conforming work or material by Lone Mountain, any subcontractor, or any supplier.
- Suspend work and/or supply of materials by any staff member, subcontractor personnel, or supplier as deemed necessary to assure quality results.

Alternate QC Managers acting in the role of the project QC Manager has the same quality duties, responsibilities and authority as the project QC Manager.

### **PROJECT MANAGER / SUPERINTENDENT: QUALITY DUTIES, RESPONSIBILITIES, AND AUTHORITY**

A Project Manager / Superintendent verify that work performed by subcontractors and Lone Mountain work crews conforms to Lone Mountain quality standards. The President appoints one or more Superintendents for each project.

A Project Manager / Superintendent have specific responsibilities for:

- Ensuring that work meets government regulatory and code requirements, customer requirements, contract requirements, contract technical specifications, contract drawings, approved contract submittals, and company quality standards and specifications
- Ensuring that subcontractors begin work in accordance with Lone Mountain start-work policies
- Ensuring that subcontractors receive a notice to work only when conditions will not adversely affect quality results
- Conducting quality inspections, tests, and recording findings
- Accurately assessing subcontractor quality and on-time performance
- Ensuring that quality standards are achieved before approving subcontractor or work crew completion of work

The Project Manager / Superintendent have the authority to:

- Stop work when continuing work may adversely affect quality or cover up a defect
- Prevent the use of materials that may adversely affect quality
- Direct the removal or replacement of any non-conforming work or material
- Suspend work and/or supply of materials as deemed necessary to assure quality results

Alternate Superintendent has the same quality duties, responsibilities and authority as the Superintendent.

Multiple Superintendents may be assigned to the project.



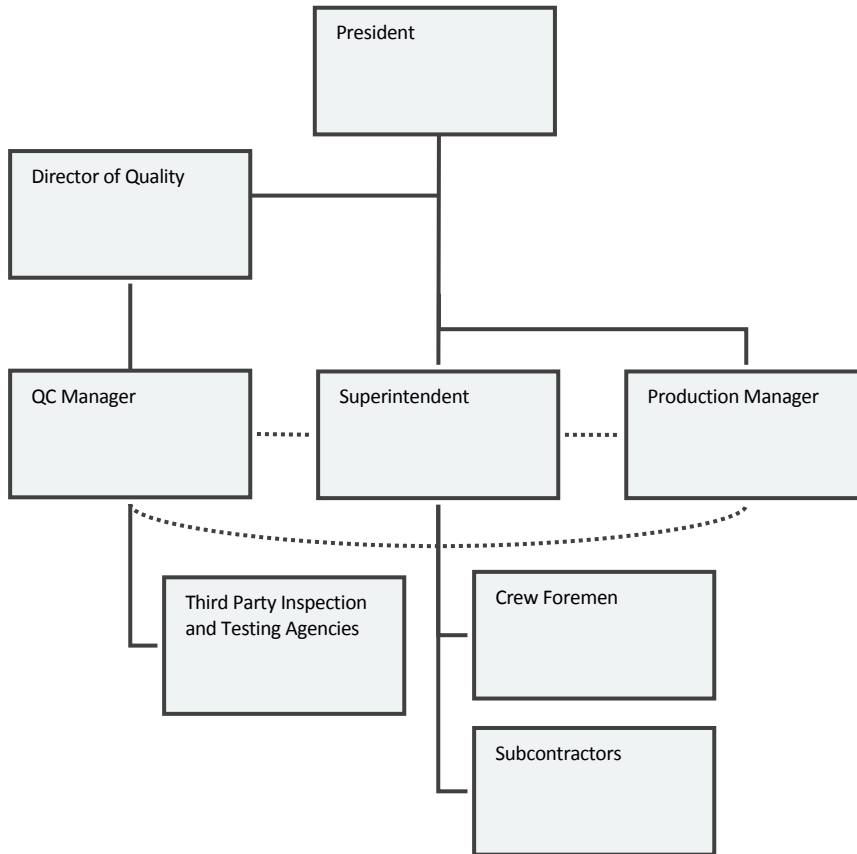
## PROJECT QC ORGANIZATION CHART

The Project QC Organization Chart shows the QC organizational structure. The chart includes job positions along with the name of each person appointed to that position. Figure A-1 shows the QC Organization Chart for this project.

The President defines the organization chart for the project. The organizational chart includes job titles, names of assigned personnel, and organizational and administrative interfaces with the customer. The organization chart defines lines of authority as indicated by solid connection; dotted lines indicate lines of communication. The lines of authority preserve independence of quality control personnel from the pressures of production.

The President assesses the qualification requirements for each position on the project organization chart, qualifications of each person, and then appoints only qualified persons to the project organization.

Figure A-1





## E. EMPLOYEE QUALIFICATIONS

Lone Mountain ensures that only knowledgeable, capable employees carry out the planning, execution, and control of the project.

### PERSONNEL QUALIFICATIONS

The QC Manager qualifies employee capabilities to ensure that they are capable of completely carrying out their assigned quality responsibilities including the following capabilities:

- Knowledge of Company quality standards
- Knowledge of job responsibilities and authority
- Demonstrated skills and knowledge
- Demonstrated ability
- Demonstrated results

The QC Manager also evaluates independent contractor personnel on the same standards that apply to employees.

### TRAINING

We train our employees on quality standards and procedures based on project requirements as well as their job positions. Then we validate their capabilities before they are assigned to carry out their quality job responsibilities on the project. Ongoing monitoring of performance continually validates qualifications of each employee.

After a training activity is completed, Lone Mountain keeps of record of both the training activity and the training participants.



President, James N. "Nick" Blea, started LMC in Las Vegas, Nevada and expanded to New Mexico. He relocated his entire operation to the current site in Bosque Farms, New Mexico, in 1980. He is a graduate of the New Mexico Military Institute and the University of New Mexico. He holds a BS in Accounting. He has extensive experience as a general contractor in all phases of construction which includes the management of the business, project management, and job estimating. He has built LMC with a varied amount of general construction work which includes experience in commercial building construction, residential construction, single family dwellings, remodeling, water tank installation and rehabilitation, as well as roofing, landscaping, tracks, tennis courts, and athletic fields. His clients have included the State of New Mexico, City of Albuquerque, Sandia National labs, Los Alamos National Labs, Kirtland AFB, Fort Bliss, UNM, and numerous other educational institutions. As CEO, he manages the planning and implementation of its projects.

R.C. Baldonado, Certified Track Builder / Estimator, has been with LMC since 2005 and has extensive knowledge and experience in estimating, design and construction of a varied amount of projects. He has experience with CAD, Microsoft Project and Quest estimating programs plus managing and overseeing the project on site.

J.J. Blea is a graduate of the University of New Mexico and is an Estimator and Project Manager for Lone Mountain Contracting, Inc. He has supervised numerous projects throughout the State of New Mexico, California and Alaska. He has estimated a great variety of projects, is skilled in job costing and installation processes of surface applications on tracks and courts. He is a Sika certified applicator.

Miguel Garcia, Director of Field Operations, has over 30 years experience in the construction of running tracks and tennis courts. He is also recognized as a leading track striping specialist with national and international experience.

Dan Johns, Field Superintendent, has extensive experience in Business Management. His strengths lie in cash flow management and building customer relations. John is CDL licensed and has hands on experience in equipment and vehicle maintenance. He also has hands on experience in welding and metal fabrication.





## F. QUALIFICATION OF SUBCONTRACTORS AND SUPPLIERS

Lone Mountain evaluates outside organizations to ensure that the quality of their materials or services will meet contract requirements, and that they have the capacity and equipment to carrying out the contract on schedule.

Our Subcontractors meet the project requirements by either 1) working under the Lone Mountain Quality System or 2) operating their own quality program as long as it meets Lone Mountain Quality System requirements.

Ongoing monitoring of performance continually validates qualifications of each subcontractor and supplier.

Key outside organizations that will be used on this project is listed on the Source of Supply form. A Source of Supply form exhibit is included in this subsection. The qualifications of listed suppliers have been verified.



### Lone Mountain Contracting, Inc. Project Subcontractor and Supplier List

Version March 31, 2012

Project ID	Project Name			Preparer/ Date
[ProjectNumber]	[ProjectName]			
Work Tasks	Subcontractor/Supplier Name	Description of Materials / Services	<input type="checkbox"/> Quality Control Method (Not Applicable/ Subcontractor QC/ Lone Mountain QC)	Remarks



## G. PROJECT QUALITY SPECIFICATIONS

Fulfilling customer contract expectations is a primary objective of the Lone Mountain Quality System. To ensure that customer expectations will be fulfilled, Lone Mountain clearly defines the requirements for each contract before it is approved.

The Production Manager ensures that the information in customer contracts clearly defines customer expectations and that the necessary details are provided to set requirements for construction.

Lone Mountain personnel and subcontractors are accountable for compliance to standards-based written specifications.

To achieve expectations reliably and consistently, specifications are clearly spelled out, not only for results but also for processes. Specifications apply to materials, work steps, qualified personnel and subcontractors, safe work rules, and environmental work conditions.

Standards ensure that materials, methods, and results are specified rather than left to discretionary practices.

All Lone Mountain construction activities comply with generally accepted good workmanship practices and industry standards.



## H. TESTING PLAN

Lone Mountain identifies inspections and tests that will be performed during the project. A test report is completed for each test. The test reports are then used for monitoring compliance to the plan and tracking results.

If independent laboratories are required to perform tests or quality inspections, we ensure that the laboratories are certified by a nationally recognized testing accreditation organization as appropriate for the scope of the inspection or test.

The Quality Inspection and Test Plan form lists inspections and tests (other than work task inspections) that will be performed on this project.

Forms are included as an exhibit in this subsection.

## CONTROL OF INSPECTION, MEASURING, AND TEST EQUIPMENT

Inspection, measuring, and test equipment that will be controlled, calibrated, and maintained.

The QC Manager evaluates the project requirements and determines if there are measuring devices that require controls to assure quality results.

For each type of device the QC Manager identifies:

- Restrictions for selection
- Limitations on use.
- Calibration requirements including the frequency of calibration. All calibrations must be traceable to national measurement standards.

When a measurement device is found not to conform to operating tolerances, the QC Manager validates the accuracy of previous measurements.



### Lone Mountain Contracting, Inc. Quality Inspection and Test Plan

CONTRACT NUMBER	PROJECT NAME	CONTRACTOR
[ProjectNumber]	[ProjectName]	Lone Mountain

SPECIFICATION SECTION AND PARAGRAPH NUMBER	SCHEDULE ACTIVITY ID	TEST REQUIRED	ACCREDITED/ APPROVED LAB		SAMPLED BY	TESTED BY	LOCATION OF TEST		DATE COMPLETED	DATE FORWARDED TO CUSTOMER	REMARKS
			YES	NO			ON/OFF	SITE/SITE			



## I. WORK TASK QUALITY INSPECTIONS

Lone Mountain identifies a list of work tasks, phases of production, which will be quality controlled.

### WORK TASK SERIES OF INSPECTIONS

Each work Task is subject to a series of inspections; before, during, and after the work is complete. Each inspection verifies compliance with full scope of the relevant specifications; not limited to checkpoints for heightened awareness.

- The initial task-ready inspection occurs when crews are ready to start work and ensures that work begins only when it does not adversely impact quality results.
- Incoming material inspections verify that materials are as specified and meet all requirements necessary to assure quality results.
- Work-in-process inspections continuously verify that work conforms to project specifications and workmanship expectations. Work continues only when it does not adversely impact quality results.
- At completion of the Task an inspection verifies that work, materials, and tests have been completed in accordance with project quality requirements. When appropriate, functional tests are performed.

Inspection results are recoded and maintained as part of the project files.

### SPECIAL PROCESS INSPECTIONS

The QC Manager identifies special processes where the results cannot be verified by subsequent inspection or testing and determines if continuous work in process inspections are required. For these special processes, a qualified inspector continuously inspects the work process.

### MATERIAL QUALITY INSPECTION AND TESTS

Material quality inspections and tests ensure that purchased materials meet purchase contract quantity and quality requirements. The Superintendent inspects or ensures that a qualified inspector inspects materials prior to use for conformance to project quality requirements.

The Superintendent ensures that each work task that uses the source inspected materials proceed only after the material has been accepted by the material quality inspection or test.

## DAILY QUALITY CONTROL REPORT

The Superintendent records a summary of daily work activities. The report will include:

- Schedule Activities Completed
- General description of work activities in progress.
- Problems encountered, actions taken, problems, and delays
- Meetings held, participants, and decisions made
- Subcontractor and Company Crews on site
- Visitors and purpose
- General Remarks
- Improvement Ideas
- Weather conditions



### Lone Mountain Contracting, Inc. Quality Controlled Work Task List

Version March 31, 2012

Project ID	Project Name	Preparer	Date
[ProjectNumber]	[ProjectName]		

Project Work Tasks / Contract Section	Quality Controlled work task	Method for identification of Approved Inspection Status



## Lone Mountain Contracting, Inc. Work Task Inspection Form

Version March 31, 2012

Work Task :

Project: Id#  
[ProjectNumber]

Project Name:  
[ProjectName]

Subcontractor Company  
ID/Name:

Location/Area:

Reference drawing version #:

Crew ID/Name

### Compliance Verification

- Compliance with initial job-ready requirements
- Compliance with material inspection and tests
- Compliance with work in process first article inspection requirements
- Compliance with work in process inspection requirements
- Compliance with work task completion inspection requirements
- Compliance with inspection and test plan

### Heightened Awareness Checkpoints

- [Insert items identified at project startup and preparatory meetings]
- 
- 
- 
- 

Production Notes:

Reported Nonconformances:

### Verification of Work Task Completion (sign and date)

Subcontractor Sign and date\*:  
Work task verified complete to specifications (sign and date)

Project Superintendent Sign and date\*:  
Work task verified complete to specifications (sign and date)

Project Superintendent score subcontractor/crew performance and feedback notes

**Quality:** 5 4 3 2 1  
**Safety:** 5 4 3 2 1  
**Delivery:** 5 4 3 2 1

QC Manager Sign and date\*:  
Work task verified complete to specifications (sign and date)

QC Manager score quality performance and feedback notes

**Quality:** 5 4 3 2 1

\* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.





## Lone Mountain Contracting, Inc. Daily Production Report

Version March 31, 2012

Project ID	Project Name	Preparer*/Date
[ProjectNumber]	[ProjectName]	

\* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.

	Description
Job-ready and WIP Inspections (Active work tasks)	
Work Tasks Completion Inspections	
Sampling/Tests Performed	
Nonconformance Reports	
Problems encountered, actions taken, problems, and delays	
On Site Subcontractors, Company Crews, and Visitors	
Meetings held and decisions made	
General Remarks and improvement ideas	
Weather conditions	Temperature: Low: _____ F High: _____ F Precipitation: <input type="checkbox"/> No <input type="checkbox"/> Yes, type and amount: _____



## J. QUALITY CONTROL OF CORRECTIONS, REPAIRS, AND NONCONFORMANCES

Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. Our first action is to clearly mark the item by tape, tag, or other easily observable signal to prevent inadvertent cover-up.

Then we expedite a corrective action that brings the workmanship or material issue into conformance by repair, replacement, or rework. Previously completed work is reinspected for similar nonconformances. In the event that we cannot correct the item to meet contract specifications, the customer will be notified and customer approval of corrective actions is required before proceeding.

Fixing problems found is not sufficient. Lone Mountain systematically prevents recurrences to improve quality. First enhanced controls and management monitoring are put into place to assure work proceeds without incident. Then using a structured problem solving process, Lone Mountain identifies root causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, improved processes, and/or the use of higher-grade materials. Follow-up ensures that a problem is completely resolved. If problems remain, the process is repeated.

Nonconformances and their resolution are recorded on a Nonconformance Report form. A Nonconformance Report form exhibit is included in this subsection.



## Lone Mountain Contracting, Inc. Nonconformance Report

Version March 31, 2012

Lone Mountain Contracting, Inc. Nonconformance Report		
Version March 31, 2012		
Nonconformance Report Control ID	Project ID	Project Name
	[ProjectNumber]	[ProjectName]
Preparer Signature/ Submit Date	QC Manager Signature / Disposition Date	
Description of the requirement or specification		
Description of the nonconformance, location, affected area, and marking		
Disposition	<input type="checkbox"/> Replace <input type="checkbox"/> Repair <input type="checkbox"/> Rework <input type="checkbox"/> Use As-is	
	Approval of disposition required by customer representative? Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Customer approval signature /date: _____	
Corrective Actions	<input type="checkbox"/> Corrective actions completed Name/Date: _____ Customer acceptance of corrective actions required? Yes <input type="checkbox"/> No <input type="checkbox"/> Name/Date: _____	
Preventive Actions	<input type="checkbox"/> Preventive actions completed Name/Date: _____	



## K. PROJECT COMPLETION INSPECTIONS

Lone Mountain conducts a series of inspections near the end of each project to assure that the contracted work is completed to specifications.

Near the end of the project, or a milestone, the QC Manager and Superintendent participate in the inspection of the completed project and verify conformance to contract specifications. Any deviations are corrected and reinspected before submitting the project to the customer for final inspection.

If the customer performs a final inspection, corrections are quickly addressed, reinspected by the Quality Manager, and then submitted for customer final review.

A Record of each of the inspections will be maintained on the Project Completion Inspection form. Project Completion Inspection form exhibit are included as an exhibit in this subsection.



## Lone Mountain Contracting, Inc. Project Completion Inspection Form

Version March 31, 2012

Project ID:	Project Name:	Location/Area:	
[ProjectNumber]	[ProjectName]		

**Compliance Verification**

- Compliance with material inspection and tests
- Compliance with inspection requirements
- Compliance with functional tests if required
- Compliance with inspection and test plan
- Punch lists corrections complete

**Heightened Awareness Checkpoints**

- [Insert items identified at project startup, preparatory and status meetings]
- 
- 
- 
- 

Notes:

Reported Nonconformances:

### Verification of Project Completion (sign and date)

Project Superintendent  
verified complete to specifications (sign and date)

Sign and date\*:

QC Manager  
verified complete to specifications (sign and date)

Sign and date\*:

\* On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.



## L. QUALITY ASSURANCE SURVEILLANCE

We manage overall project performance by setting performance objectives, measuring actual performance, and managing performance improvements. Overall performance objectives will be designed to extend our customer's performance work objectives into Lone Mountain operations. Each objective will have specific and verifiable measures.

We expect to measure performance in the following areas:

1. Customer satisfaction through customer feedback, surveys, complaints, and quality assurance surveillance reports.
2. On-time task completion as measured by a monthly on-time performance assessment
3. Contract administration compliance as measured by a monthly project contract administration assessment
4. Safety Plan compliance as measured by safety violations and a monthly safety assessment
5. Quality Plan conformance as measured by a monthly Quality Plan assessment

Every month, Lone Mountain holds a performance improvement meeting with the participation of key project and customer personnel. They review past performance, project quality risks, and quality issues. An action plan is set for improvement and progress is reviewed at the next meeting.



### Lone Mountain Contracting, Inc. Project Quality System Audit Form

Version March 31, 2012

Project ID	Project Name	Auditor	Date
[ProjectNumber]	[ProjectName]		

**Review Topics:**  
(Place check mark next to each item audited)

- Customer satisfaction
- On-time task completion
- Contract administration
- Safety compliance
- Quality risk planning and mitigation
- Performance improvement results
- Action plan for improvements

Quality Plan Conformance:

- Project QC Personnel
- Project Quality Coordination and Communication
- Employee Qualifications
- Qualification of Subcontractors and Suppliers
- Project Quality Specifications
- Testing Plan
- Test Reports
- Work Task Quality Inspections
- Daily Quality Control Report
- Control of Punch Items and Nonconformances
- Project Records and Documents

Nonconformance Notes and observations

Action plan for improvement

Follow-up results and date



## M. CONTROL OF QUALITY RECORDS AND DOCUMENTS

On this project, Lone Mountain Contracting, Inc. will keep quality documents and records of quality activities that occur throughout the duration of the project.

Project quality records will be stored in the project field office. As a backup, copies of records will be held offsite. The exact location will be determined at quality coordination meeting.



# **Contractor Safety Program**



**Lone Mountain Contracting, Inc**  
**125 Bosque Farms Blvd.**  
**Bosque Farms, NM 87068**  
**P: (505) 869-2996 F: (505) 869-2412**

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# **CONTRACTOR SAFETY PROGRAM**

## **SAFETY AND HEALTH POLICY**

***Lone Mountain Contracting, Inc.* believes that NO JOB OR NO TASK IS MORE IMPORTANT THAN WORKER HEALTH AND SAFETY.**

If a job represents a potential safety or health threat, every effort will be made to plan a safe way to do the task.

Every procedure must be a safe procedure. Shortcuts in safe procedures by either foremen or workers will not be tolerated.

If a worker observes any unprotected job, which may pose a potential threat to their health or safety, he or she must inform management and management must take adequate precautions.

**IF A JOB CANNOT BE DONE SAFELY IT WILL NOT BE DONE.**

**OUR FUTURES ARE ONLY BUILT THROUGH OUR PEOPLE. WE AIM TO PROTECT THEM.**

---

(Signed)

## **SAFETY AND HEALTH OBJECTIVES**

Lone Mountain Contracting, Inc. plans to achieve worker safety and health through the following:

- A. Using a qualified safety person.
- B. Making regular job site safety inspections.
- C. Enforcing the use of safety equipment.
- D. Following safety procedures and rules.
- E. Providing on-going safety training.
- F. Enforcing safety rules and using appropriate discipline.

## **JOB SITE INSPECTIONS**

The safety person or other designated person will tour each job site and observe potential safety/health hazards, including the potential hazards of confined spaces and develop a plan for safeguarding this company's workers which may include the following:

1. Removing the hazard.
2. Guarding against the hazard as required by OSHA.
2. Providing personal protective equipment and enforcing its use.
4. Training workers in safe work practices.
5. Coordinating protection of workers through other contractors.
6. Conducting weekly safety meetings.
7. Inviting New Mexico Builders Trust to tour the construction site.

A record of all safety inspections and correctional steps will be kept.

## **CONTRACTOR SAFETY PERSON**

is the designated person to administer the safety and health program for this organization. The responsibilities for this position are as follows:

1. Being knowledgeable of potential job hazards.
2. Assuring compliance with OSHA construction safety and health standard requirements.
3. Making regular safety inspections.
4. Establishing safety procedures.
5. Correlating regular safety training with lead persons.
6. Maintaining safety records.

## **PERSONAL PROTECTIVE EQUIPMENT**

1. Head protection will be worn on job sites when there are potentials of falling objects, hair entanglement, burning, or electrical hazards.
2. Eye protection will be worn when there are potentials of hazards from flying objects or particles, chemicals, arcing, glare, or dust.
3. Protective footwear shall be worn to protect from falling objects, chemicals, or stepping on sharp objects. Athletic or canvas-type shoes shall not be worn.
4. Protective gloves or clothing shall be worn when required to protect against a hazard.
5. Harnesses and lanyards shall be utilized for fall protection as required in OSHA Construction Safety Standards.
6. Wearing high visibility safety vests while on the job site.

## **SAFETY RULES**

ALL OF OUR SAFETY RULES **MUST** BE OBEYED. FAILURE TO DO SO WILL RESULT IN STRICT DISCIPLINARY ACTION BEING TAKEN.

1. Keep your mind on your work at all times. No horseplay on the job. Injury or termination or both can be the result.
2. Personal safety equipment must be worn as prescribed for each job, such as: safety glasses for eye protection, hard hats at all times within the confines of the construction area where there is a potential for falling materials or tools, gloves when handling materials, and safety shoes are necessary for protection against foot injuries.
3. Precautions are necessary to prevent sunburn and to protect against burns from hot materials.
4. If any part of your body should come in contact with an acid or caustic substance, rush to the nearest water available and flush the affected part. Secure medical aid immediately.
5. Watch where you are walking. Don't run.
6. The use of illegal drugs or alcohol or being under the influence of the same on the project shall be cause for termination. Inform your supervisor if taking strong prescription drugs that warn against driving or using machinery.
7. Do not distract the attention of fellow workers. Do not engage in any act which would endanger another employee.
8. Sanitation facilities have been or will be provided for your use. Defacing or damaging these facilities is forbidden.
9. A good job is a clean job, and a clean job is the start of a safe job. So keep your working area free from rubbish and debris.
10. Do not use a compressor to blow dust or dirt from your clothes, hair, or hands.
11. Never work aloft if you are afraid to do so, if you are subject to dizzy spells, or if you are apt to be nervous or sick.
12. Never move an injured person unless it is absolutely necessary. Further injury may result. Keep the injured as comfortable as possible and utilize job site first-aid equipment until an ambulance arrives.
13. Know where firefighting equipment is located and be trained on how to use it.
14. Lift correctly - with legs, not the back. If the load is too heavy GET HELP. Stay fit.



Control your weight. Do stretching exercises. Approximately twenty percent of all construction related injuries result from lifting materials.

15. Nobody but operator shall be allowed to ride on equipment unless proper seating is provided.
16. Do not use power tools and equipment until you have been properly instructed in the safe work methods and become authorized to use them.
17. Be sure that all guards are in place. Do not remove, displace, damage, or destroy any safety device or safeguard furnished or provided for use on the job, nor interfere with the use thereof.
18. Do not enter an area which has been barricaded.
19. If you must work around power shovels, trucks, and dozers, make sure operators can always see you. Barricades are required for cranes.
20. Never oil, lubricate, or fuel equipment while it is running or in motion.
21. Before servicing, repairing, or adjusting any powered tool or piece of equipment, disconnect it, lock out the source of power, and tag it out.
22. Barricade danger areas. Guard rails or perimeter cables may be required.
23. Trenches over five feet deep must be shored or sloped as required. Keep out of trenches or cuts that have not been properly shored or sloped. Excavated or other material shall not be stored nearer than two feet from the edge of the excavation. Excavations less than 5 ft may also require cave in protection in some instances.
24. Use the "four and one" rule when using a ladder. One foot of base for every four feet of height.
25. Portable ladders in use shall be equipped with safety feet unless ladder is tied, blocked or otherwise secured. Step ladders shall not be used as a straight ladder.
26. Ladders must extend three feet above landing on roof for proper use.
27. Defective ladders must be properly tagged and removed from service.
28. Keep ladder bases free of debris, hoses, wires, materials, etc.
29. Build scaffolds according to manufacturers' recommendations and OSHA Construction Safety Standard Part 12 - Scaffolding.
30. Scaffold planks shall be properly lapped, cleated or otherwise secured to prevent shifting.
31. Use only extension cords of the three-prong type. Use ground fault circuit interrupters at

all times and when using tools in wet atmosphere (e.g. outdoors) or with any temporary power supply. Check the electrical grounding system daily.

32. The use of harnesses with safety lines when working from unprotected high places is mandatory. Always keep your line as tight as possible.
33. Never throw anything "overboard." Someone passing below may be seriously injured.
34. Open fires are prohibited.
35. Know what emergency procedures have been established for your job site. (location of emergency phone, first aid kit, stretcher location, fire extinguisher locations, evacuation plan, etc.)
36. Never enter a manhole, well, shaft, tunnel or other confined space which could possibly have a nonrespirable atmosphere because of lack of oxygen, or presence of toxic or flammable gas, or has a possibility of engulfment by solids or liquids. Make certain a qualified person tests the confined area with an appropriate detector before entry, that the necessary safety equipment is worn. Standby person may be required to be stationed at the entrance.

## **JOB SAFETY TRAINING**

- A. After inspecting a job site, the safety person or other designated person will identify and evaluate all potential hazards for:
  - 1. Injury Severity potential.
  - 2. Probability of an accident.
  
- B. This person will also appraise the skill and knowledge level of exposed workers.
  
- C. Appropriate Training will be given.
  - 1. Hazards will be pointed out.
  - 2. Necessary precautions will be explained.
  - 3. The higher the hazard the more detailed will be the training.
  
- D. Records will be maintained for all training sessions with descriptions of topics covered and names of workers trained.

## **SAFETY DISCIPLINE**

A. Three-Step System

First violation: Written warning; copies to employee and employee's file.

Second violation: Written warning; suspension for 1/2 or full day without pay.

Third violation: Written report for file and potential immediate termination or reassignment.

B. Four-Step System

First violation: Oral warning; notation for personnel file.

Second violation: Written warning; copy for file or Personnel Office.

Third violation: Written warning; one day suspension without pay.

Fourth violation: Written warning and one-week suspension, or termination if warranted.

C. A record will be maintained of all discipline.

## **POWER LOCKOUT PROCEDURE**

### **I. PURPOSE**

The purpose of this procedure is to assure that employees are protected from unintended machine motion or unintended release of energy which could cause injury.

### **II. MANAGEMENT RESPONSIBILITIES**

- A. Each supervisor shall train new employees and periodically instruct all of their employees regarding provisions and requirements of this lockout procedure.
- B. Each supervisor shall effectively enforce compliance of this lockout procedure including the use of corrective disciplinary action where necessary.
- C. Each supervisor shall assure that the locks and devices required for compliance with the lockout procedure are provided to their employees.
- D. Prior to setting up, adjusting, repairing, servicing, installing, or performing maintenance work on equipment, machinery, tools, or processes, the supervisor shall determine and instruct the employees of the steps to be taken to assure they are not exposed to injury due to unintended machine motion or release of energy.

### **III. EMPLOYEES RESPONSIBILITY**

- A. Employees shall comply with the lockout procedure.
- B. Employees shall consult with their supervisor or other appropriate knowledgeable management personnel whenever there are any questions regarding their protection.
- C. Employees shall obtain and care for the locks and other devices required to comply with the lockout procedure.

#### **IV. GENERAL**

- A. The power source of any equipment, machine, tool, or process to be set-up, adjusted, repaired, serviced, installed, or where maintenance work is to be performed and unintended motion or release of energy could cause personal injury, such a power source shall be locked out by each employee doing the work. Sources of energy, such as springs, air, hydraulic and steam shall be evaluated in advance to determine whether to retain or relieve the pressure prior to starting the work.
- B. Safety locks are for the personal protection of the employees and are only to be used for locking out equipment.
- C. Safety locks, adapters, and "Danger Tags" can be obtained from a supervisor.
- D. Equipment locks and adapters can be obtained from a supervisor. The sole purpose of the "Equipment" lock and adaptor is to protect the equipment during periods of time when work has been suspended or interrupted. The locks are not to be used as a substitute for the employee's personal safety lock.
- E. Personal locks shall contain a tag with employee's name on it.
- F. One key of every lock issued shall be retained by the employee to whom it was issued and the only other key to the lock shall be retained by the superintendent.
- G. Employees shall request assistance from their supervisor if they are unsure of where or how to lockout equipment.
- H. Any questions concerning the lockout procedure should be directed to the employee's supervisor.

#### **V. LOCKING OUT AND ISOLATING THE POWER SOURCE**

- A. Equipment, machines, or processing main disconnect switches shall be turned off and locked in the off position only after the electrical power is shut off at the point of operator control. Failure to follow this procedure may cause arcing and possibly an explosion.
- B. Equipment/tools connected to over a 110 volt source of power by a plug-in cord shall have a locking device applied to the plug attached to the cord leading to the machine to be considered locked out.
- C. Equipment/tools connected to a 110 volt source of power by a plug-in cord shall be considered locked out if the plug is disconnected and tagged with a "do not start tag."
- D. After locking out power source, the employee shall try the equipment, machine, or process controls to ensure no unintended motion will occur; or test the

equipment, machine or process by use of appropriate test equipment to determine that the energy isolation has been effective.

- E. When two or more employees work on the same equipment, each is responsible for attaching his/her lock. Safety locks and adapters are to be fixed on levers, switches, valves, etc. in the nonoperative (off) position.
- F. An employee who is assigned to a job and upon arrival finds an "Equipment Lock," "Adaptor," and "Danger Tag" affixed to the equipment shall take the following action:
  - 1. Affix his/her personal lock to the "Equipment Adaptor."
  - 2. Determine who placed the equipment out of service and contact all parties who have locks on the equipment to determine if the assignment to be performed would affect their safety. The assignment will proceed only if safe to do so with all parties involved.
  - 3. Try the controls to ensure no unintended motion will occur before starting work or qualified personnel shall test the equipment, machine, or process by use of appropriate test equipment to determine that the energy isolation has been effective. (Such testing equipment is only to be employed by trained qualified personnel.)

## **VI. PERFORMING TEST AND ADJUSTMENTS DURING LOCKOUT**

- A. Power may be turned on when it is required to perform tests or adjustments. All of the rules pertaining to removing locks and restoring power shall be followed. The equipment or process shall again be locked out if it is necessary to continue work after completing the test or adjustments.
- B. If the employee leaves the job before its completion, such as job reassignment, the employee shall remove his/her personal lock and adaptor and replace it with an "Equipment" lock and adaptor. In addition, the employee will prepare and attach a "Danger Tag" indicating the reason the equipment is locked out (should more than one employee be assigned to the job, the last employee removing his/her lock will be responsible for affixing the "Equipment" lock, adaptor and the "Danger Tag").
- C. Upon completion of the work, each employee will remove his/her lock, rendering the machine operable when the last lock is removed.
- D. The employee responsible for removing the last lock, before doing so, shall assure that all guards have been replaced, the equipment, machine, or process is cleared for operation, and appropriate personnel notified that power is being restored. This employee is also responsible for removing the "Equipment" lock and

returning it to the supervisor.

## **VII. EMERGENCY SAFETY LOCK REMOVAL**

- A. The superintendent, or other designated management person, will be authorized to remove an employee's lock under the following conditions:
  - 1. Receipt of a written request signed by the appropriate supervisor which shall state the reason the employee is not able to remove the lock.
  - 2. The supervisor is responsible for making certain all the requirements for restoring power are followed.



## **CONFINED SPACE ENTRY**

No employee shall enter areas defined below without authorization:

1. A space that is NOT DESIGNED FOR CONTINUOUS employee OCCUPANCY;  
and
2. Is large enough and so configured that a person can bodily enter into and perform assigned work; and
3. Has LIMITED or RESTRICTED means for ENTRY or EXIT; and
4. May have a POSSIBLE HAZARDOUS ATMOSPHERE that may expose employees to the risk of death, incapacitation, impairment of ability to self rescue caused by:
  - A. Flammable gas
  - B. Airborne combustible dust
  - C. Atmospheric oxygen concentration below 19.5 or above 23.5%
  - D. A toxic atmosphere or substance
  - E. Danger of engulfment

UNTIL AN AUTHORIZED PERSON EVALUATES THE AREA AND AUTHORIZES ENTRY.

## **GENERAL CONFINED SPACE ENTRY PROCEDURE**

1. There shall be no unauthorized entry into a confined space by any person.
2. An authorized person shall examine, test and evaluate a potential entry space and determine if it is a "NON-PERMIT SPACE" and meets the following requirements:
  - A. It does NOT contain any atmospheric hazards or dangers of engulfment capable of causing death or serious physical harm;
  - B. The space has been PROVEN SAFE, has been VERIFIED, DOCUMENTED, and has a CERTIFIED GUARANTEE of a safe environment.
3. If the conditions in #2 have been satisfied, the ALTERNATE ENTRY PROCEDURE may be followed.
4. If conditions in #2 are not met and has any of the following, the PERMIT ENTRY PROCEDURE must be followed:

### **THE SPACE:**

- A. Contains or has a potential to contain a HAZARDOUS ATMOSPHERE.
- B. Contains a material that has a potential for ENGULFING an entrant.
- C. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging wall or by a floor which slopes downward and tapers to a smaller cross section; or
- D. Contains any other recognized serious safety or health hazard.

## **EMERGENCY PROCEDURES**

In case of an emergency on site the following procedures should be instituted at each site:

1. Method of communication should be determined at each site, telephone, radio, etc.
2. Emergency telephone numbers should be posted:
  - a. Police
  - b. Fire
  - c. Medical Response Team
3. Post near communication station the address of your site.
4. Post names of first aid responders on site.
5. Designate person to direct emergency crews to site of emergency.
6. Instruction to each employee if known harmful plants, reptiles, animals, or insects, are present regarding all of the following:
  - a. The potential hazards.
  - b. How to avoid injury.
  - c. Applicable first aid procedures to be used in the event of injury.

## CARING FOR BITES AND STINGS

	<b>Insect Bites</b>	<b>Spider Bite / Scorpion Sting</b>	<b>Marine Life Stings</b>	<b>Snake Bites</b>	<b>Animal Bites</b>
<b>Signals</b>	<p>Stinger may be present</p> <p>Pain</p> <p>Swelling</p> <p>Possible allergic reaction</p>	<p>Bite Mark</p> <p>Swelling</p> <p>Pain</p> <p>Nausea and vomiting</p> <p>Difficulty breathing or swallowing</p>	<p>Possible marks</p> <p>Pain</p> <p>Swelling</p> <p>Possible allergic reaction</p>	<p>Bite Mark</p> <p>Pain</p>	<p>Bite Mark</p> <p>Bleeding</p>
<b>Care</b>	<p>Remove stinger – scrape it away or use tweezers</p> <p>Wash wound</p> <p>Cover</p> <p>Apply a cold pack</p> <p>Watch for signals of allergic reaction</p>	<p>Wash wound</p> <p>Apply a cold pack</p> <p>Get medical care to receive antivenin</p> <p>Call local emergency number, if necessary</p>	<p>Initially, soak area in salt water</p> <p>Apply cold pack or paste of baking soda or meat tenderizer</p> <p>Call local emergency number, if necessary</p>	<p>Wash wound</p> <p>Keep bitten part still, and lower than the heart</p> <p>Call local emergency number</p>	<p>If bleeding is minor – wash wound</p> <p>Control bleeding</p> <p>Apply antibiotic ointment</p> <p>Cover</p> <p>Get medical attention if wound bleeds severely or if you suspect animal has rabies</p> <p>Call local emergency number or contact animal control personnel</p>

# WRITTEN HAZARD COMMUNICATION PROGRAM

## GENERAL

The following hazard communication program has been established for \_\_\_\_\_.  
This program will be available for review by all employees.

### I. HAZARD DETERMINATION

\_\_\_\_\_ will be relying on Material Safety Data Sheets from suppliers to meet determination requirements.

### II. LABELING

- A. The \_\_\_\_\_ will be responsible for seeing that all containers coming in are properly labeled.
- B. All labels shall be checked for:
  - 1. Identity
  - 2. Hazard
  - 3. Name and address of responsible party
- C. Each \_\_\_\_\_ shall be responsible for seeing that all portable containers used in their work areas are labeled with identity and hazard warning.

### III. MATERIAL SAFETY DATA SHEETS (MSDS)

- A. The \_\_\_\_\_ will be responsible for compiling the master MSDS file. It will be kept \_\_\_\_\_.
- B. Copies of MSDSs for all hazardous chemicals to which employees may be exposed will be kept in a file at \_\_\_\_\_.
- C. MSDSs will be available for review to all employees during each work shift. Copies will be available upon request to \_\_\_\_\_.
- D. The \_\_\_\_\_ will be provided with the required OSHA Right-To-Know posters and postings notifying employees of new or revised MSDSs within five (5) days of receipt of new or revised MSDSs.

### IV. EMPLOYEE INFORMATION TRAINING

- A. The \_\_\_\_\_ shall coordinate and maintain records of training conducted for \_\_\_\_\_.
- B. Before starting work, or as soon as possible thereafter, each new employee

will attend a safety class. In that class, each employee will be given information on:

1. Chemicals and their hazards in the workplace.
2. How to lessen or prevent exposure to these chemicals.
3. What the company has done to lessen or prevent workers' exposure to these chemicals.
4. Procedures to follow if they are exposed.
5. How to read and interpret labels and MSDSs.
6. Where to locate MSDSs and from whom they may obtain copies.

C. The employee will be informed that:

1. The employer is prohibited from discharging, or discriminating against, an employee who exercises the rights regarding information about hazardous chemicals in the workplace.
2. As an alternative to requesting an MSDS from the employer the employee may obtain a copy from the Department of Public Health.

D. Attendance will be taken at training sessions. These records will be kept by \_\_\_\_\_.

E. Before any new hazardous chemical is introduced into the workplace, each employee will be given information in the same manner as during the safety class.

**V. HAZARDOUS NON-ROUTINE TASKS (Delete entire section if not applicable)**

A. On occasion, employees are required to do work in hazardous areas (e.g. confined spaces). Prior to starting work in such areas, each employee will be given information about the hazards involved in these areas.

This information will include:

1. Specific chemical hazards.
2. Protection/safety measures the employee is required to take to lessen risks.
3. Measures the company has taken to lessen the hazards, including ventilation, respirators, the presence of another employee, and emergency

procedures.

- B. It is the policy of \_\_\_\_\_ that no employee will begin work in a confined space, or any non-routine task, without first receiving a safety briefing.

**VI. INFORMING CONTRACTORS**

- A. It is the responsibility of the \_\_\_\_\_ to provide any other contractors with employees exposed to our chemicals with the following information:
  - 1. Hazardous chemicals with which they may come in contact.
  - 2. Measures the employees should take to lessen the risks.
  - 3. Where to get MSDSs for all hazardous chemicals.
- B. It is the responsibility of the \_\_\_\_\_ to obtain chemical information from contractors when they will expose our employees to hazardous chemicals which they may bring into our workplace.

**VII. PIPE AND PIPING SYSTEMS**

- A. Information on the hazardous contents of pipe and piping shall be readily available
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**VIII. LIST OF HAZARDOUS CHEMICALS**

This is a list of the chemicals used by \_\_\_\_\_

**MATERIAL (Name on label and MSDS)**

Page \_\_\_\_\_ of \_\_\_\_\_

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# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT CONTRACTOR CERTIFICATE


Issued to: **LONE MOUNTAIN CONTRACTING, INC.**

DBA: **LONE MOUNTAIN CONTRACTING, INC.**  
**125 BOSQUE FARMS BLVD**  
**BOSQUE FARMS, NM 87068-8931**

Expires: **12-Feb-2024**

Certificate Number:

**L0418468272**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE



# Roberta Padilla

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**Project Manager with over 26 years' experience in the construction industry. Strong leadership skills, ability to teach and train employees, strong fiscal and analytical skills, & extensive project management experience in civil and vertical construction.**

## **Lone Mountain Contracting, Inc., Bosque Farms, NM: Project Manager/Safety**

***June 2017-Present***

- Managing small and multimillion dollar building, infrastructure, demolition, soil amendment and tree thinning projects from inception to completion.
- Supervision of labor, material, equipment and subcontractor resources.
- Working with multiple Federal, State, and Municipal Government entities and ensuring compliance with all applicable regulations.
- Analyzing projects and preparing damages reports:
- Training employees in various aspects of the company including: accounting, HR, carpentry, estimating and project management.
- HR compliance and reviews
- Employee goal development and measurement
- Creation of employee policy manual and discipline procedures
- Managing administrative, legal, and financial functions for construction corporations.
- Conducting assessments and quality assurance reviews to evaluate compliance with requirements and to identify potential gaps in policies, procedures and business processes.

## **Project History:**

- Successful expansion of small family owned Construction Company from \$1,000,000 in gross sales to over \$20,000,000 in gross sales in a 7 year period. Involved the doubling of revenue every year for the first 3 years and incremental increases until 2006.
- Successful start-up of new small construction company.
- Wrote technical and cost proposal and secured contract for a multi-year Federal Government Contracts with White Sands Missile Range worth over \$15,000,00, Defence Threat Reduction Agency worth over \$12,000,000, and Sandia National Laboratories worth over \$7,000,000.

## **Education & Licenses:**

Bachelor of Business Administration

University of New Mexico-Albuquerque, NM

Contractor's License- State of NM 94417, GB-98, GF-09, GF-04, GA-03, GA-01

## **References:**

*George Mihalik, Project Engineer, Souder, Miller, & Associates 505-507-1306*

*Mario Jaurez, Vice President, Wilson & Company 505-348-4000*

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## Appendix G – Key Personnel Safety Manager

Name: Lone Mountain Contracting, Inc.

Name: Roberta Padilla

Title: Safety Manager

# of Years with the Firm: 6

Experience with the Following Type of Construction Services: 26

General Construction       Mechanical, Electrical, and Plumbing       Roofing       Painting

# of Years as a Project Manager for Type of Construction Services Selected Above: \_\_\_\_\_

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 George Mihalk Souder Miller Title Project Engineer

Telephone: 505-507-1306 Email Address: george.mihalik@soudermiller.com

**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 Mario Jaurez Infante Title Vice President

Telephone: 505-348-4000 Email Address: mario.juarez@wilsonco.com

## 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(f).

Company Name: Lone Mountain Contracting, Inc. Telephone: 505-869-2996  
Street Address: 125 Bosque Farms Blvd. County: Valencia  
City: Bosque Farms State & Zip: NM, 87068

Is this firm a (please check):  Division  Subsidiary  Affiliated? Primary NAICS Code: 236200

If an item above is checked, please provide the name and address of the Parent Company below:

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:

James M. Blea, President

Date 11/17/2022

Please return this form to:

The University of New Mexico  
Purchasing Department  
MSC01 1240  
Albuquerque, NM 87131  
505-277-2036 (voice)  
505-277-7774 (fax)

NOTE:

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.

#### 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](http://www.sba.gov/size) or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)

## Appendix F - Key Personnel Lead Superintendent

Name: Lone Mountain Contracting, Inc.

Name: Chris Leyba

Title: Superintendent

# of Years with the Firm: 13

**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: \_\_\_\_\_

**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** Robert Valencia, Taos HS    **Title** Facility Director

Telephone: 575-751-8000    Email Address: robert.valencia@taoschools.org

**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** Robert Molina, Wilson & Co    **Title** President

Telephone: 505-348-4000    Email Address: mario.juarez@wilsonco.com

# Chris Leyba

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*Superintendent with over 20 years experience in construction, team, crew leadership, Type A CDL driver, and OSHA certifications. Dedicated to quality control and customer satisfaction.*

## **Lone Mountain Contracting, Inc., Bosque Farms, NM: Superintendent**

### ***June 2009-Present***

- Responsible with familiarize himself with job scope of work, project schedule, and equipment.
- Ensure specification compliance through the project.
- Conduct on site surveying.
- Supervise on site crew.
- Conduct on site weekly safety meetings with crew and subcontractors.
- Coordinate all crews and subcontractor to achieve optimal production.
- Coordinate Foreman on safety, job scope of work, scheduling, equipment, materials and expectations.
- Complete all field paperwork; daily project production reports, review budgets and job cost, review crew time sheets, maintain safety logs.

### **Project History:**

- 2012 Jemez Valley Warrior Stadium Track & Field, Jemez Pueblo, NM - ASBA Distinguished Track & Field Facility
- 2013 Scott Park Athletic Facility, Town of Silver City, NM
- 2015 Santa Fe Ivan Head Stadium, Santa Fe, NM - ASBA Outstanding Single-Field Facility of the Year
- 2016 Escalante High School Athletic Facility, Chama, NM - ASBA Distinguished Track & Field Facility
- 2017 Espanola High School Track and Field, Espanola NM - ASBA Distinguished Track & Field Facility
- 2018 Albuquerque Baseball Complex, Albuquerque, NM
- 2018 Laguna Acoma Track & Field, Laguna, NM
- 2018 Socorro High School Track and Field, Socorro, NM ASBA Distinguished Single Field Facility
- 2018 Cimmarron Track Resurface, Cimmarron, NM
- 2020 Kearns Park Improvements, Milan, NM

### **Education:**

Grants High School, Grants, NM

### **References:**

Robert Valencia, Facility Director, Taos High School 575-751-8000

Robert Molina, Architect Wilson & CO Engineering (505) 348-4000

Alan Trowbridge, Owner, Industrial Commercial Contracting (505)288-2538

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