



Appendix A – Management Plan

Overview

Prime Builders is a general contractor with thirteen years of experience in commercial construction. We maintain a highly skilled workforce and provide high quality work. Our organization is designed for maximum responsiveness, flexibility, and communication. We maintain a fully functioning office and staff to ensure projects run smoothly, and all administrative matters are handled promptly and efficiently. Our staff is able and prepared to mobilize immediately and can handle any technical or contractual requirements.

Prime Builders has extensive experience in JOC and On Call contracting. As a general contractor we have much experience with competitive bid projects. To begin, we will solicit bids from our subcontractors for the various components of the construction that are outlined in the plans and specifications. We commit to providing high quality work; therefore, we are very careful in selecting in-house employees and subcontractors. We require every subcontractor to sign a comprehensive contract so that we can ensure excellent quality and that the construction schedule will be followed. Prime Builders provides site supervision and project management, as well as assumes responsibility to complete the construction projects in accordance to the plans and specifications. We have bid and successfully completed many commercial construction projects across New Mexico, including work for UNM, GSA, and Lovelace Health System. Prime Builders is committed to providing a high standard of customer service and delivering a quality finished product at a reasonable cost.

Job Order Contracting

The JOC system plan is a tool formed and used to help facilities expedite, plan, and execute construction projects. This system is used to eliminate the competitive bidding process which saves time and money by getting the project started faster. The prequalification process also ensures the quality and reliability of the contractor.

Prime Builders understands the process of Job Order Contracting utilizing the Construction Task Catalog. We understand that time is of the essence and will complete each Job Order Proposal with a detailed estimate and a project schedule at an accelerated pace. Once notified by the owner of an upcoming project, Prime Builders will meet on site with the owner's representative to discuss the desired scope of work. As soon as a request is issued by the owner, we will immediately prepare a price proposal based on the finalized scope of work using pre-priced line items, quantities, and pre-determined adjustment factors. The price proposal will then be forwarded to the project manager for review. Once the project manager has reviewed the price proposal a follow-up meeting with the owner will be held to make sure all parties agree with the scope of work, price proposal, and project schedule. When a job order is issued, Prime Builders will ensure rapid mobilization and startup of each project awarded. The progress of each job will be closely monitored by the assigned project manager and all documents necessary for closeout upon completion will be provided in a timely manner.

Prime Builders has the experience necessary to execute projects in complex environments. We understand that project planning and management is essential. Temporary barriers act as controls for work site access and protect staff and pedestrian traffic from the work site hazards. We are accustomed to performing construction work in an occupied space and will make every effort to anticipate and accommodate any special requirements of the tenant or agency therein. We will coordinate with the UNM project manager to clarify which areas of the space must continue operations during construction.

Subcontracting Plan

Prime Builders will ensure that the terms and conditions of the UNM contract flow down to subcontractors as appropriate. As prime contractor, we understand our responsibility in ensuring that subcontractors comply with the contract requirements, including but not limited to, insurance requirements and Department of Labor requirements.

The project manager and site superintendent will monitor daily construction activities and safety practices of the subcontractors in accordance with the contract plans and specifications. We require our subcontractors to employ qualified personnel to perform the work in the contract.

Subcontractors will be required to provide payroll reports, as necessary, and daily Activity Hazard Analysis reports which will be available for review. Subcontractors will also be required to report any foreseen delays, need for expedited materials, or need for additional personnel in an expedited manner throughout performance of the contract. We will promptly and directly address any conflicts or performance issues that arise regarding a subcontractor's employee during performance of this contract. If issues are not remedied by the subcontractor in a timely manner, we will have alternate staffing arranged so that contract performance is not adversely affected.

Prime Builders utilizes in house forces when possible. We employ qualified workers that can perform quality work, which can help by saving time and money.

We often have multiple projects going on at multiple locations, each with multiple subcontractors on site. We understand that it is imperative to keep on top of all details for each project, so we have a site supervisor present at each job site at all times. Our project manager keeps in contact with the supervisor daily and holds regular progress meetings. We also have a project coordinator that manages administrative tasks to make sure the project runs smoothly and efficiently.

Subcontractor List

Subcontractor	Length of Partnership
Axon Electric	2009
ERMS	2013
Elite Drywall	2008
Western Commercial Glass	2009
Hanna Plumbing	2010
Hausermann Mechanical	2018
Millers Insulation	2009
Paramount Custom Cabinets	2011
Fairway Doors	2008
Intraworks	2009
Kaufman Fire Protection	2009
National Roofing	2011
Red Seven Electric	2018
Gate-It Access Systems	2008
A-Core of New Mexico	2010

Value Engineering

Value engineering elicits ideas on ways of maintaining or enhancing results while reducing life cycle costs. Prime Builders will offer an organized effort directed at analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest cost consistent with required performance quality, reliability, and safety while maintaining or enhancing quality, value, and functional performance.

In our experience, value engineering is best when material ordering and delivery times are known, or when pricing exceeds the budget and contract negotiations begin. An example of this arose in one of our past projects where we were installing a new HVAC system. During the ordering phase of the new RTU, we discovered that the Trane lead time would be too long for the customer's needs, so we offered an equivalent in a Daikin product with half the lead time. A more common example would be a cost saving type of value engineering in carpet selection or light fixture selection. These two items can offer cost savings to bring the cost within the desired budget.

Design and Build

The Design and Build process is used to achieve a functional and practical use of workspace. It needs to be functional in that the end user will have all the amenities needed to perform their work efficiently and properly. It needs to be practical in that the space will be used to its full capacity with little to no wasted space. A practical use of space will promote a functionally efficient environment.

Prime Builders has the experience needed to help with the design build process. It is our goal to help our clients achieve a functional space. Once the use of space is known, with the existing space parameters in mind, a design can be drafted and proposed. It is important to have input from multiple sources in this process. We will assist in this process and look for cost effective methods to achieve the final goals. Design Build is sometimes done with the solicitation of an accredited architect for projects that will need a permit, while at other times, it is a matter of functionality done during a small renovation. We have experience with this process and have knowledge of codes. Our experience includes a project that involved collaborating with an architect firm to design the remodel of a restroom in the UNM CTSC building to become ADA compliant. We were involved in the process from the very beginning to construction completion. We can also provide our expertise in a Design Build capacity for smaller projects that do not require an architect. A past example of this type of experience was in a space that had tight quarters, so we suggested using a barn sliding door. The customer was thrilled with the outcome in both of these instances.

Prime Builders will cooperate fully to achieve a high-quality final product, by partnering with the JOC process and meeting with the tenant and Gordian group to find the most cost effective and least invasive path to achieve the ultimate product goals.

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
- 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)
- 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.
- 4) Provide a list of contemplated subcontractors.
- 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.
- 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.
- 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: Stephanie Peterson

Title: President

Phone: 505-924-0455 Fax: 505-898-9293

Email: speterson@primebuildersnm.com

Marketing:

Contact Person: Stephanie Peterson

Title: President

Phone: 505-924-0455 Fax: 505-898-9293

Email: speterson@primebuildersnm.com

Account Manager/Sales Lead:

Contact Person: Paul Serda

Title: Project Manager

Phone: 505-924-0455 Fax: 505-898-9293

Email: pserda@primebuildersnm.com

Sales Support:

Contact Person: Taylor Peterson

Title: Project Coordinator

Phone: 505-924-0455 Fax: 505-898-9293

Email: tpeterson@primebuildersnm.com

Contract Management (if different than sales lead):

Contact Person: Taylor Peterson

Title: Project Coordinator

Phone: 505-924-0455 Fax: 505-898-9293

Email: tpeterson@primebuildersnm.com

Financial Reporting:

Contact Person: Stephanie Peterson

Title: President

Phone: 505-924-0455 Fax: 505-898-9293

Email: speterson@primebuildersnm.com

Appendix B – Contractor’s Statement of Qualification

1. ORGANIZATION

Name: Prime Builders LLC Address: _____

Principal Office:

Corporation Partnership Sole Proprietorship Joint
Venture
 Other

a. How many years has your organization been in business as a contractor? 13

b. How many years has your organization been in business under its present business name?
13

c. Under what other or former names has your organization operated? N/A

d. Department of Work Force Solutions Contracting Registration # 002496820120723
Effective Dates: 6/30/2022 to 7/23/2024

e. Submit FEIN and Dunn & Bradstreet report. See attached.

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

g. Felony Conviction Notice: Indicate if the supplier

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

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:
Eric Peterson

b. License Classification: GB

c. License

Number: 365323 License Code: 98

d. Issue Date: 4/10/2010 Expiration Date: 4/30/2025

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: COM-2017-347268 Jurisdiction: City of Albuquerque
Name of License Holder, exactly as it appears on file with jurisdictional authorities.
Prime Builders LLC
Issue Date: 10/26/2022 Expiration Date: 10/25/2023

▪ License Number: ZBL-20130233 Jurisdiction: Bernalillo County
Name of License Holder, exactly as it appears on file with jurisdictional authorities.
Stephanie Peterson, Prime Builders LLC
Issue Date: 5/10/2022 Expiration Date: 5/10/2023

▪ 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: L0781423024 Issue Date: 2/18/2021

Name of number holder, exactly as it appears on file with State Purchasing.
Prime Builders LLC

h. Is your firm free from formal debarment from public works, federal, state or local jurisdictions?
 Yes [] No (attach explanation*)

(1) Total number of current employees:

Project Managers	<u>2</u>
Estimators	<u>2</u>
Superintendents	<u>2</u>
Foremen	<u>2</u>
Tradesmen	<u>2</u>

Administration 3
Others _____

3. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources.

(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?

1 office: 8516 Calle Alameda NE, Albuquerque, NM 87113

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

\$2,700,000.00 per year on average

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

2021: \$1,623,436.00

2020: \$568,039.00

2019: \$1,003,749.00

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

Our project managers and estimators will continue to maintain our relationships with our contacts in public facilities. They will continue to network and make connections whenever possible and will be available to meet the needs of our customers, current and future.

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

We have a commitment to providing a high quality product. We have extensive experience working with the University of New Mexico and others in the public sector. Our organization is designed for maximum responsiveness, flexibility, and communication.

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

Prime Builders understands the importance of protecting the environment, so we prioritize being eco-friendly. Our non-hazardous solid waste management plan includes donation and recycling whenever possible. We strive to divert as much as possible from the landfill and separate materials and take to appropriate recycling centers. Our federal contracts require us to have a waste diversion plan for each project.

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

The majority of products we order are local and we have established credit accounts with all major suppliers. All are paid on time.

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

4. SURETY

a. Firm's current surety company: Berger Briggs

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

Yes

No (attach explanation*)

Contact Agent: Gabe Portillo Telephone: 505-247-0444

Years utilizing this surety: 13 Maximum capacity: \$3,500,000.00

Aggregate Total of current surety in force: \$5,000,000.00

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 (Notarized Declaration of Surety) 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. See attached page.

6. INSURANCE & CLAIMS HISTORY

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

Yes No (attach explanation*)

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

Yes No (attach explanation*)

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

Yes No (attach explanation*)

d. **Complete Attachment B (Proof of Insurance)** 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 (Copy of Quality Assurance)** Program 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?
 Yes No (attach explanation*)
- b. **Complete Attachment D (Affidavit of Non-Violation of Labor Codes)** 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?
 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 (Copy of Value Statement)** 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 (Clarifications, and Explanations)** 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 (Additional Information (Optional))** 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 Paul Serda

Printed or typed name Paul Serda

Title Project Manager

Date 11/14/2022

Company name Prime Builders LLC

Address PO Box 91480

City/State/Zip Albuquerque, NM 87113

Telephone 505-924-0455 Fax 505-898-9293

Email pserda@primebuildersnm.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 -----



PHONE (505) 247-0444
FAX (505) 243-1505
4333 PAN AMERICAN FRWY. NE
SUITE A
ALBUQUERQUE, NM 87107

August 11, 2022

Re: Prime Builders, LLC
Letter of Bond Capacity

To Whom It May Concern:

We are providing this information at the request of Prime Builders, LLC

Prime Builders, LLC has been a valued account of Selective Insurance Company of America since 2022. Selective Insurance Company of America has authorized Prime Builders, LLC to receive single bonds in excess of \$3,500,000 with aggregate work program limits in excess of \$5,000,000. We continue to be confident in Prime Builders LLC's ability to perform this size of jobs and we recommend the Company for your favorable consideration. Selective Insurance Company of America is listed on the U.S. Treasury Departments list of acceptable sureties and is rated A+ XIV by A.M. Best.

Final approval of any Bid or Performance and Payment Bonds requested in the future will be contingent on the conditions existing at the time of the request, including but not limited to, bond forms and contract documents acceptable to the surety.

This letter is being provided as a reference only and is not intended to be any guarantee of or guarantee to issue any Bid, Proposal, Performance, Payment Bond(s) or similar type obligation for this company, but as an indication of our past experience and confidence in this firm. Any arrangement for bonds required by the contract is a matter between Prime Builders, LLC and Selective Insurance Company of America and we assume no liability to you or your third parties, if for any reason we do not execute these bonds.

If you should need anything further in this regard please feel free to contact me at (505) 247-0444.

Sincerely,
Berger Briggs Insurance & Risk Solutions, Inc.

A handwritten signature in black ink, appearing to read "G. A. Portillo".

Gabriel A. Portillo
Attorney in Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2022

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Assurance 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>CONTACT NAME: Rick Lackey</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (505) 265-8481</td> </tr> <tr> <td>FAX (A/C, No): (505) 266-3500</td> </tr> <tr> <td>E-MAIL ADDRESS: Rlackey@westernassurance.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B: Builders Trust</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	CONTACT NAME: Rick Lackey	PHONE (A/C, No, Ext): (505) 265-8481	FAX (A/C, No): (505) 266-3500	E-MAIL ADDRESS: Rlackey@westernassurance.com	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: Builders Trust		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Rick Lackey																			
PHONE (A/C, No, Ext): (505) 265-8481																			
FAX (A/C, No): (505) 266-3500																			
E-MAIL ADDRESS: Rlackey@westernassurance.com																			
INSURER(S) AFFORDING COVERAGE	NAIC #																		
INSURER A: Cincinnati Insurance Company	10677																		
INSURER B: Builders Trust																			
INSURER C:																			
INSURER D:																			
INSURER E:																			
INSURER F:																			
INSURED Prime Builders LLC PO Box 91480 Albuquerque NM 87199																			

COVERAGES CERTIFICATE NUMBER: 22/23 Master w/Forms **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0332926	06/15/2022	06/15/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0332926	06/15/2022	06/15/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>Uninsured motorist</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured motorist	\$ 1,000,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
Uninsured motorist	\$ 1,000,000																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0332926	06/15/2022	06/15/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC1000005783	01/01/2022	01/01/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 2,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 2,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000	E.L. DISEASE - POLICY LIMIT		\$ 2,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 2,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 2,000,000																			

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

Project: North Meteorites & Museums Silver Family Renovation

CERTIFICATE HOLDER

CANCELLATION

The Regents of the University of New Mexico, the University of New
 700 Lomas Blvd NE #2600
 MSC01 1240
 Albuquerque NM 87131-0001

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



To prepare and submit proposals, we use eGordian. To begin, Prime Builders will meet onsite with the owner's representative to discuss the desired scope of work. As soon as a request is issued by the owner, we will immediately prepare a price proposal based on the finalized scope of work using pre-priced line items, quantities, and pre-determined adjustment factors. The price proposal will then be forwarded to the project manager for review. If the owner wants any changes made, we will amend the proposal and resubmit it. Once the project manager has reviewed the price proposal a follow up meeting with the owner will be held to make sure all parties agree with the scope of work, price proposal, and project schedule. A submittal for materials or equipment that will be installed as part of the project will be submitted to the project manager for approval. We will maintain a transmittal log to ensure all approvals are obtained. At completion of the project all reports, drawings, O&Ms, and data will be turned in to the owner as part of the Close Out Documents package.

Our project manager has experience with job order contracting and submitting price proposals utilizing the Construction Task Catalog. We will ensure completion and accuracy by visiting the site and meeting with the owner's representative to discuss plans, using the Construction Task Catalog, and submitting material samples for approval before work begins.

Prime Builders Quality Assurance Plan consists of three tiers. The first tier is the qualification process for hiring high quality subcontractors that are reputable in their prospective trades and have the resources to perform at the high standard we require. The second tier is the project superintendent. He has the responsibility to ensure that the subcontractors are following the plans and specifications, and ensure they are producing high quality work. The third tier is the project manager. He has the overall authority for each project and will conduct site visits along with conducting progress meetings. His agenda for these site visits are to verify that we are producing the high-quality project standard that Prime Builders would stand behind. The progress meeting will confirm that the customer is satisfied with the quality and the timely progress of the project.

The personal safety and health of our employees and UNM staff and students is of primary importance. We prioritize safeguarding staff and students from harm by erecting barriers and signage when walkways are disturbed. We take great care in providing dust protection so that airborne dust is kept to an absolute minimum. All our employees working on site have completed Environment of Care training and passed the test with the UNM Hospitals Contractor Program. A Risk Assessment is held prior to beginning every job and all information and direction given by UNM and UNMH staff is taken very seriously. We also keep Safety Data Sheets available at all times.

We believe that our employees are our most important assets and that their safety at the worksite is our greatest responsibility. Management will provide all mechanical and physical facilities required for the personal safety and health of each of its employees. To be successful, such a program must embody the proper attitude toward injury and illness prevention on the part of corporate management, supervisors, and

employees. It also requires cooperation in all safety and health matters, not only between corporate management, supervisor and employees, but also between each employee and their fellow workers.

Our concern for safety and health of all human beings is daily, even hourly. We expect every person who conducts the affairs of our company, no matter in what capacity they function, to accept this concern and its responsibility. Employees are expected to use the safety equipment provided. We will eliminate potential hazards by providing appropriate safeguards, personal protective equipment and safe work tasks. We also provide effective training to all employees so that they are equipped with the knowledge of how to perform work safely. Our safety manager will coordinate all safety activities including jobsite inspections, and distribution of safety materials. While accidents on our job sites are very rare, if any arises we will maintain accident records and complete all required OSHA forms.

Attachment D

Affidavit of Non-Violation of Labor Codes

Supplemental to Subcontractor's Statement of Qualifications

Name of Firm: Prime Builders LLC

Address: PO Box 91480, Albuquerque, NM 87199

Project: UNM Job Order Contracting

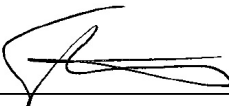
Reference:

Request for Proposal No: RFP-2379-23

Affidavit of Non-violation of Labor Codes

To: The University of New Mexico

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



Signature

11/14/2022

Date

Eric Peterson

Name

Project Manager

Title

NOTARY

State of New Mexico)

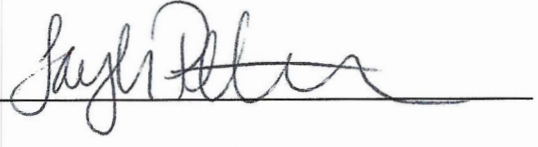
)

County of Bernalillo)

Signed or attested before me on 11/14/2022 by Taylor Peterson

seal

STATE OF NEW MEXICO
NOTARY PUBLIC
TAYLOR PETERSON
COMMISSION NUMBER 1132644
EXPIRATION DATE 02-19-2025



My Commission Expires: 2/19/2025



Statement of Values

Prime Builders is a Woman Owned Small Business that values diversity. We acknowledge and honor the fundamental value and dignity of all individuals. We pledge ourselves to creating and maintaining an environment that respects diverse traditions, heritages, and experiences. We strive to build open and honest relationships, with our employees and our clients, through communication. We are passionate and determined in our work, while also remaining humble.

Prime Builders is a Company of integrity. Our high standards of honesty, excellence, accountability, respect, and teamwork reflect who we are. We have unusually high expectations for ourselves and for our work. We pride ourselves in the wonderful relationships we have created over the years with our clients, vendors, and trade partners. We obsess about the ultimate outcome of our efforts and constantly strive to do better.

Prime Builders also takes great pride in its waste management and sustainability efforts. We strive to utilize sustainable products from recognized sources and to keep as much out of our landfills as possible by implementing a strict policy of separating useful or recyclable debris from the waste stream.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Prime Builders, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>S</u> <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) P.O. Box 91480 City, state, and ZIP code Albuquerque, NM 87199	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																																						
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																						
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: center;">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">5</td> </tr> </table>	Social security number																		Employer identification number									2	7	-	1	7	7	5	1	9	5
Social security number																																						
Employer identification number																																						
2	7	-	1	7	7	5	1	9	5																													

Part II Certification	
Under penalties of perjury, I certify that:	
<ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (defined below), and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	
Sign Here	Signature of U.S. person ▶
	Date ▶ <u>11-14-22</u>

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Business Information Report On Demand

PRIME BUILDERS, LLC

D-U-N-S: 96-371-1242

ADDRESS: 8516 Calle Alameda Ne, Albuquerque, NM, 87113, United States

Date: 11/17/2022

RISK ASSESSMENT

SCORES AND RATINGS				
Max. Credit Recommendation	PAYDEX® SCORE	Delinquency Predictor Percentile	Financial Stress Percentile	Supplier Evaluation Risk Rating
US\$ 60,000	80 LOW RISK	96 LOW RISK	61 MODERATE RISK	1 LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk

Maximum Credit Recommendation

LOW LOW-MODERATE MODERATE MODERATE-HIGH HIGH

US\$ 60,000

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

Dun & Bradstreet Thinks...

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

PAYDEX® SUMMARY

3 Months

80
Low Risk (100) High Risk (1)

24 Months

80
Low Risk (100) High Risk (1)

When weighted by dollar amount, payments to suppliers on average, are on time. Value is based on payments collected over the last **3 months**.

80

Low Risk (100)

High Risk (1)

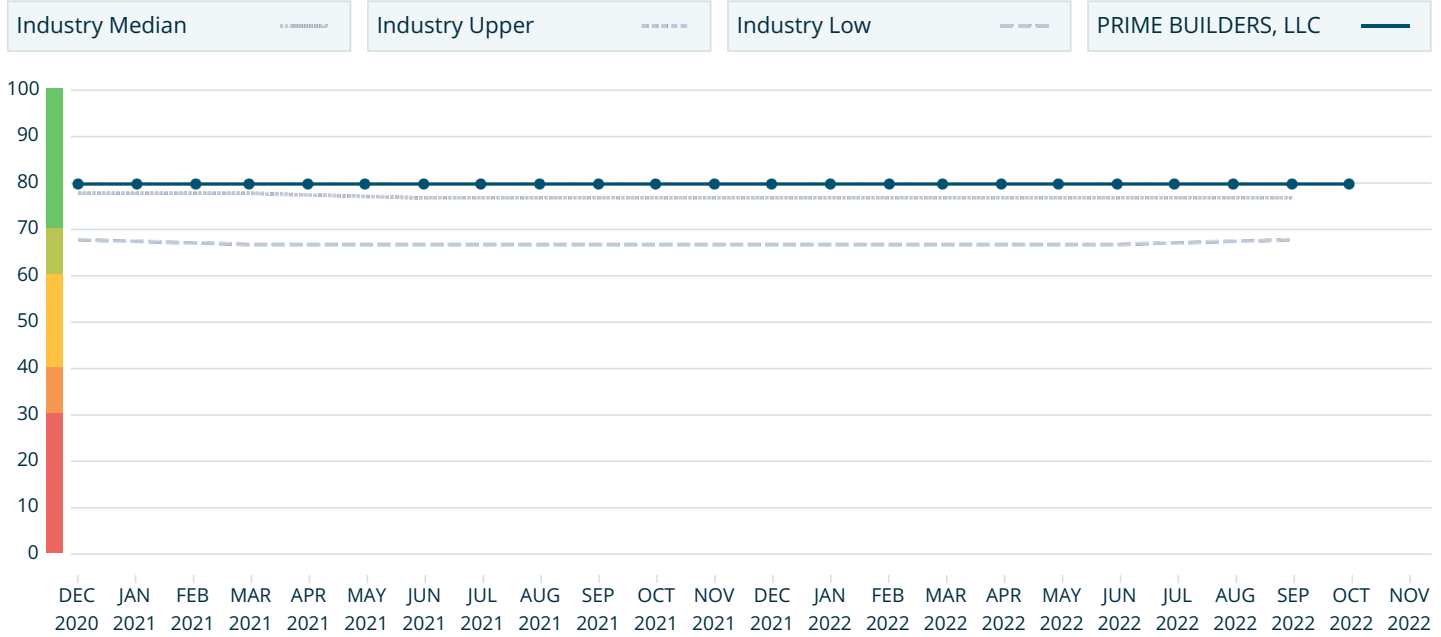
Risk of Slow Pay
LOW

Payment Behavior
Pays On Time

Based on a D&B PAYDEX® of <

Business and Industry Trends

1542 - Nonresidential construction



DELINQUENCY PREDICTOR SCORE

96

Low Risk (100)

High Risk (1)

Higher risk industry based on delinquency rates for this industry

Based on a D&B Delinquency Predictor Percentile of

Level of Risk
LOW

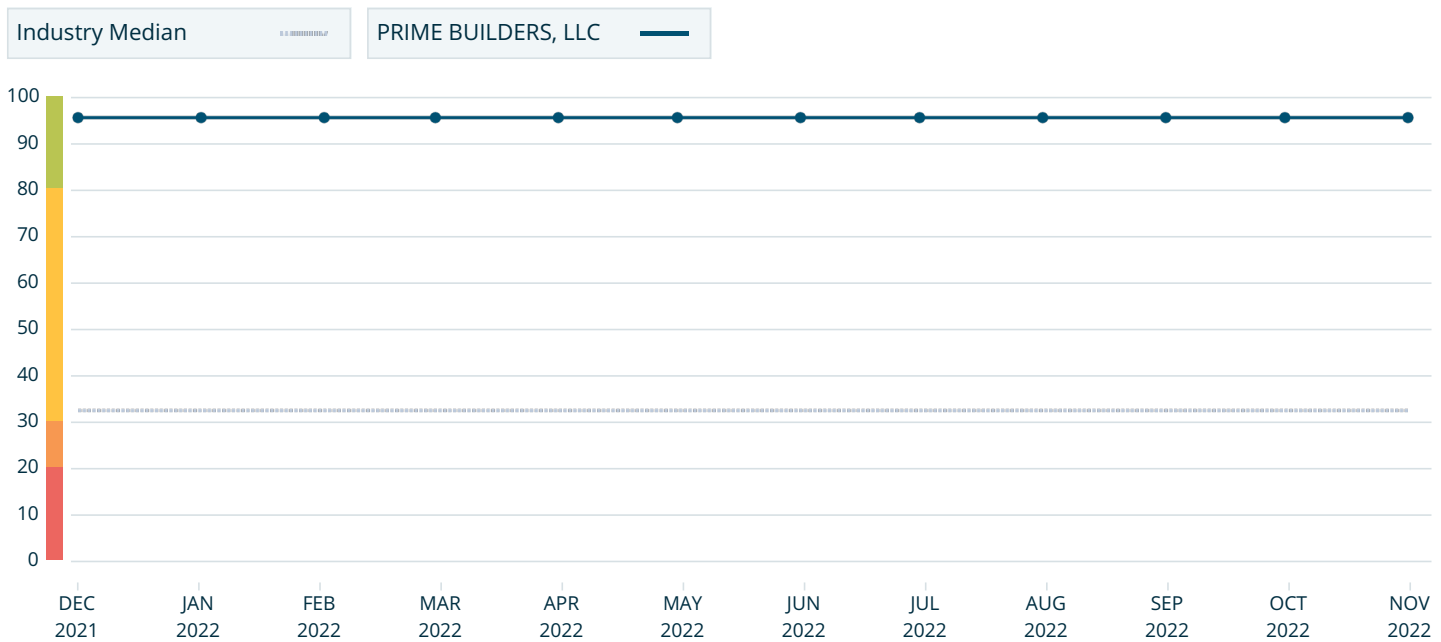
Raw Score
600

Probability of Delinquency
1.07%

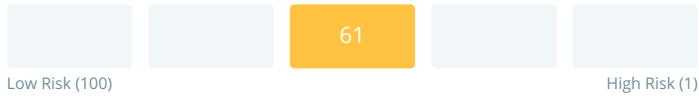
Compared to Businesses in D&B
10.2%

Business and Industry Trends

1542 - Nonresidential construction



FINANCIAL STRESS SCORE



Low proportion of satisfactory payment experiences to total payment experiences

Based on a D&B Financial Stress Percentile of

Level of Risk
MODERATE

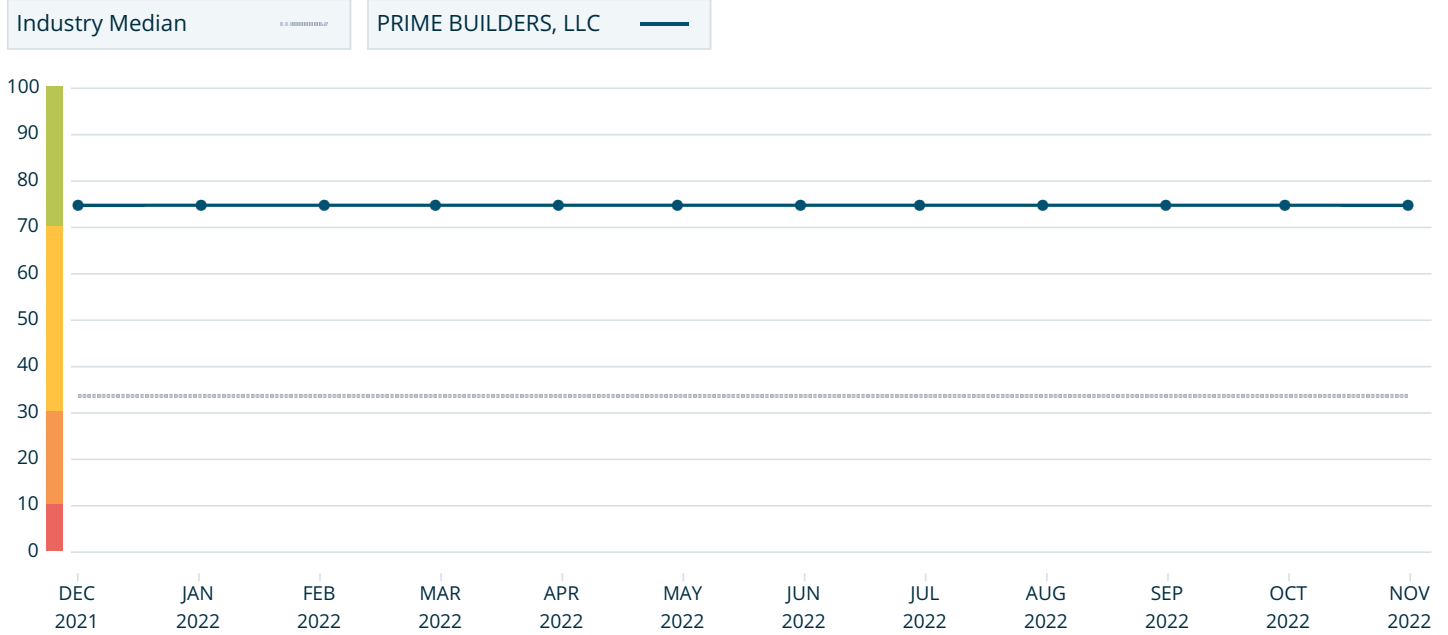
Raw Score
1496

Probability of Failure
0.17%

Compared to Businesses in D&B
0.48%

Business and Industry Trends

1542 - Nonresidential construction



SUPPLIER EVALUATION RISK RATING



Based on a Supplier Evaluation Risk Rating of **1**

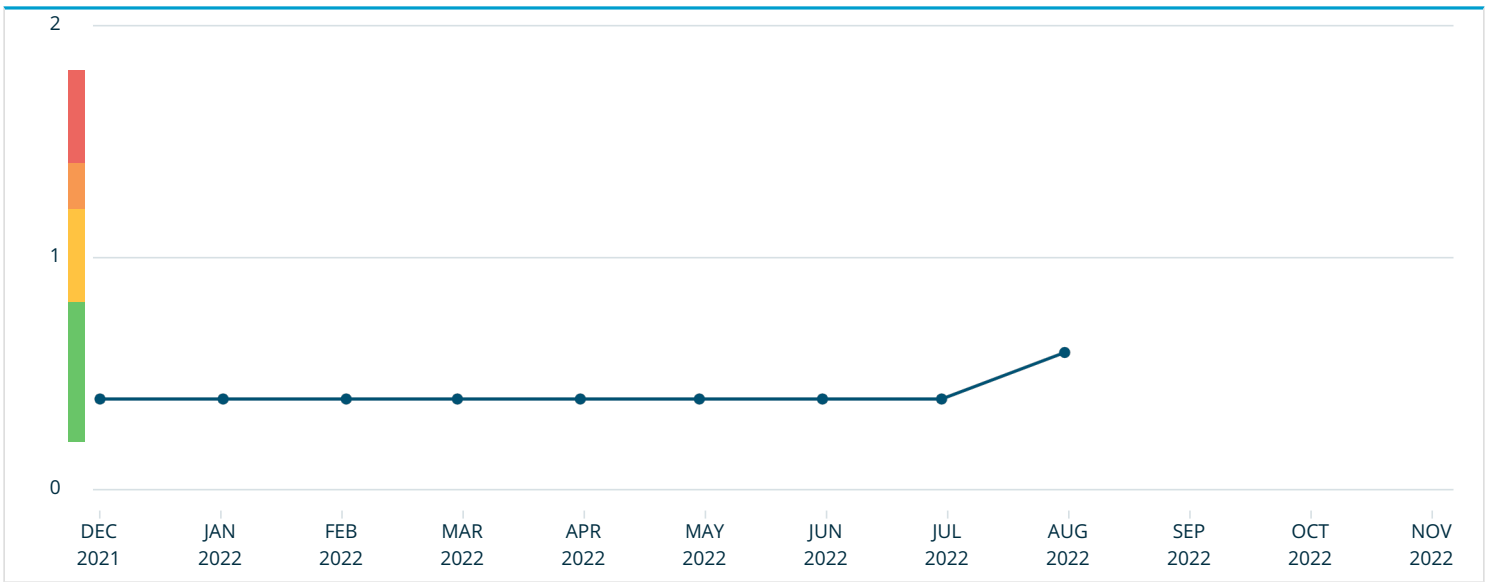
Factors Affecting Your Score

- Limited business activity signals reported in the past 12 months
- Total Liabilities to Net Worth influencing the score

Business and Industry Trends

1542 - Nonresidential construction





D&B RATING

Current Rating as of 03-04-2014

Special Rating

--: Undetermined

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY		Based on 24 months of data
Overall Payment Behavior 0 Days Beyond Terms Highest Now Owing: US\$ 2,500	% of Trade Within Terms 100% Total Trade Experiences: 10 Largest High Credit: US\$ 2,500 Average High Credit: US\$ 1,300	Highest Past Due US\$ 0 Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 0 Largest High Credit: US\$ 0

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	0%	0	\$0
50,000 - 100,000	0%	0	\$0
15,000 - 49,999	0%	0	\$0
5,000 - 14,999	0%	0	\$0
1,000 - 4,999	100%	4	\$7,000
UNDER 1,000	100%	2	\$800

TRADE PAYMENTS BY INDUSTRY			
Collapse All Expand All			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼73 - Business Services	2	2,500	
7389 - Misc Business Service	2	2,500	100
▼61 - Nondepository Credit Institutions	1	2,500	
6153 - Short-trm Busn Credit	1	2,500	100
▼48 - Communications	1	1,000	
4812 - Radiotelephone Commun	1	1,000	100

▼99 - Nonclassifiable Establishments	1	750	
9999 - Nonclassified	1	750	100
▼50 - Wholesale Trade - Durable Goods	1	50	
5085 - Whol Industrial Suppl	1	50	100

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/2022	Prompt	-	2,500	750	0	1 Month
10/2022	Prompt	-	2,500	2,500	0	1 Month
10/2022	Prompt	-	1,000	0	0	1 Month
10/2022	Prompt	N30	50	0	0	Between 6 and 12 Months
09/2022	Prompt	-	1,000	500	0	1 Month
07/2022	Prompt	-	750	0	0	Between 6 and 12 Months
06/2022	-	Cash Account	50	-	-	Between 6 and 12 Months
04/2022	-	Cash Account	500	0	0	Between 2 and 3 Months
04/2022	-	Cash Account	250	0	0	Between 2 and 3 Months
08/2021	-	Cash Account	0	0	0	Between 6 and 12 Months

EVENTS

LEGAL EVENTS

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

SUITS		JUDGEMENTS		LIENS		UCC FILINGS	
TOTAL	0	TOTAL	0	TOTAL	0	TOTAL	2
LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	-	LAST FILING DATE	02/13/2018

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

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

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

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

EVENTS

UCC Filing - Original

Filing Date	2018-02-13
Filing Number	20180061410B
Received Date	2018-02-27
Collateral	Negotiable instruments - Inventory - Account(s) - Fixtures - and OTHERS
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, SAN ANTONIO, TX
Debtors	PRIME BUILDERS, LLC
Filing Office	SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

UCC Filing - Original

Filing Date	2012-01-24
Filing Number	20120001410B
Received Date	2012-01-31
Collateral	All Inventory and proceeds - All Account(s) and proceeds - All Equipment and proceeds - All General intangibles(s) and proceeds - All Chattel paper and proceeds
Secured Party	WELLS FARGO BANK, NATIONAL ASSOCIATION, SAN ANTONIO, TX

Debtors

PRIME BUILDERS, LLC

Filing Office

SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

COMPANY EVENTS

The following information was reported on: 11-09-2022

This business is registered as a Limited Liability Company in the state of New Mexico on JANUARY 29, 2010.

Business started 2010.

STEPHANIE PETERSON. Work history unknown.

SPECIAL EVENTS

There are no special events recorded for this business.

INCOME STATEMENT

Total Current Assets	Fiscal Consolidated 09-30-2022 (US\$)
-----------------------------	--

Sales	2,472,830
Cost Of Goods Sold	1,812,999
Gross Profit	659,831
Operating Expenses	303,393
Net Income	356,438

BALANCE SHEET

Assets	Fiscal Consolidated 09-30-2022 (US\$)
---------------	--

Cash	224,325
Accounts Receivable	414,296
Prepaid / Deferred Items	1,882
Note Receivable Shareholders	121,592
Total Current Assets	762,095
Property, Plant, Fixtures & Equipment	114,744
Total Assets	876,839

Liabilities	Fiscal Consolidated 09-30-2022 (US\$)
--------------------	--

Accounts Payable	130,916
Taxes	36,272
Other Current Liabilities	32,540
Total Credit Cards	7,724
Overbilling	126,567
Total Payroll Liabilities	7,126
Total Current Liability	341,145
Total Liability	876,839

FINANCIAL RATIOS

Solvency	Fiscal Consolidated 09-30-2022	Fiscal Consolidated 01-01-2021	Fiscal Consolidated 01-01-2020
Current Ratio	2.2	-	-
Quick Ratio	1.9	-	-
Current Liabilities To Net Worth (%)	81.1	-	-
Total Liabilities/Net Worth (%)	108.4	-	-
Fixed Assets To Net Worth (%)	27.3	-	-

Efficiency	Fiscal Consolidated 09-30-2022	Fiscal Consolidated 01-01-2021	Fiscal Consolidated 01-01-2020
Accounts Payable To Sales Ratio	4	-	-
Sales To Working Capital Ratio	7.8	-	-
Assets/Sales	26.6	-	-

Profitability	Fiscal Consolidated 09-30-2022	Fiscal Consolidated 01-01-2021	Fiscal Consolidated 01-01-2020
Return On Net Worth (%)	84.7	-	-
Return On Assets (%)	40.7	-	-
Return On Sales (%)	14.4	-	-

COMPANY PROFILE

COMPANY OVERVIEW

D-U-N-S

96-371-1242

Mailing Address

PO Box 91480, Albuquerque
NM 87199, US

Annual Sales

-

Business Form

Partnership

Telephone

(505) 924-0455

Employees

10

Date Incorporated

-

Fax

-

Age (Year Started)

12 years (2010)

State of Incorporation

-

Website

-

Named Principal

STEPHANIE PETERSON, PARTNER

Ownership

-

Line of Business

Nonresidential construction

SIC

1542

OWNERSHIP

This business is not currently a part of a family tree.



August 12, 2022

Prime Builders LLC
PO Box 91480
Albuquerque, NM 87199

RE: Workers Compensation
Experience Modification Factor

Per your request, your Experience Modification Factor for the past 3 policy periods is as follows:

22/23: 1.00*
21/22: 1.00*
20/21: .95

*NCCI does not generate an Experience Modification Factor if an account generates less than \$5,000 premium for consecutive years. Therefore, a Modification Factor of 1.00 is used.

Sincerely,

Leigh Ann Dons

Leigh Ann Dons
Commercial Lines Department

Risk & Insurance | Employee Benefits | Retirement & Private Wealth

[Ready for tomorrow.](#)

HUB International Limited / Western Assurance
3701 Paseo del Norte NE Albuquerque, NM 87113



Appendix C – Quality Control Plan and Safety

To prepare and submit proposals, we use eGordian. To begin, Prime Builders will meet onsite with the owner's representative to discuss the desired scope of work. As soon as a request is issued by the owner, we will immediately prepare a price proposal based on the finalized scope of work using pre-priced line items, quantities, and pre-determined adjustment factors. The price proposal will then be forwarded to the project manager for review. If the owner wants any changes made, we will amend the proposal and resubmit it. Once the project manager has reviewed the price proposal a follow up meeting with the owner will be held to make sure all parties agree with the scope of work, price proposal, and project schedule. A submittal for materials or equipment that will be installed as part of the project will be submitted to the project manager for approval. We will maintain a transmittal log to ensure all approvals are obtained. At completion of the project all reports, drawings, O&Ms, and data will be turned in to the owner as part of the Close Out Documents package.

Our project manager has experience with job order contracting and submitting price proposals utilizing the Construction Task Catalog. We will ensure completion and accuracy by visiting the site and meeting with the owner's representative to discuss plans, using the Construction Task Catalog, and submitting material samples for approval before work begins.

Prime Builders Quality Assurance Plan consists of three tiers. The first tier is the qualification process for hiring high quality subcontractors that are reputable in their prospective trades and have the resources to perform at the high standard we require. The second tier is the project superintendent. He has the responsibility to ensure that the subcontractors are following the plans and specifications, and ensure they are producing high quality work. The third tier is the project manager. He has the overall authority for each project and will conduct site visits along with conducting progress meetings. His agenda for these site visits are to verify that we are producing the high-quality project standard that Prime Builders would stand behind. The progress meeting will confirm that the customer is satisfied with the quality and the timely progress of the project.

The personal safety and health of our employees and UNM staff and students is of primary importance. We prioritize safeguarding staff and students from harm by erecting barriers and signage when walkways are disturbed. We take great care in providing dust protection so that airborne dust is kept to an absolute minimum. All our employees working on site have completed Environment of Care training and passed the test with the UNM Hospitals Contractor Program. A Risk Assessment is held prior to beginning every job and all information and direction given by UNM and UNMH staff is taken very seriously. We also keep Safety Data Sheets available at all times.

We believe that our employees are our most important assets and that their safety at the worksite is our greatest responsibility. Management will provide all mechanical and physical facilities required for the personal safety and health of each of its employees. To be successful, such a program must embody the proper attitude toward injury and illness prevention on the part of corporate management, supervisors, and

employees. It also requires cooperation in all safety and health matters, not only between corporate management, supervisor and employees, but also between each employee and their fellow workers.

Our concern for safety and health of all human beings is daily, even hourly. We expect every person who conducts the affairs of our company, no matter in what capacity they function, to accept this concern and its responsibility. Employees are expected to use the safety equipment provided. We will eliminate potential hazards by providing appropriate safeguards, personal protective equipment and safe work tasks. We also provide effective training to all employees so that they are equipped with the knowledge of how to perform work safely. Our safety manager will coordinate all safety activities including jobsite inspections, and distribution of safety materials. While accidents on our job sites are very rare, if any arises we will maintain accident records and complete all required OSHA forms.



SAFETY MANAGEMENT MANUAL



SAFETY MANUAL

TABLE OF CONTENTS

Sections

- 1.0 Company Construction Safety Program
 - 1.1 Company Management Policy
 - 1.2 Safety Director Responsibility
 - 1.3 Superintendent/Foreman Responsibility
 - 1.4 Employee Responsibility

- 2.0 Disciplinary Policy Procedures
 - 2.1 Employee Disciplinary Action Form

- 3.0 New Employee Training
 - 3.1 New Employee Safety Orientation Checklist

- 4.0 Competent Person Designation
 - 4.1 Competent Person Memorandum
 - 4.2 OSHA Competent Person

- 5.0 Accident Investigation

- 6.0 Recordkeeping (OSHA 300 Log)

- 7.0 Subcontractor Compliance
 - 7.1 Safety Memorandum
 - 7.2 Sample Letter to Subcontractors
 - 7.3 Policies and Procedures for Contractor Coordination
 - 7.4 Compliance Action Sheet
 - 7.5 Multi-Employer Site – Pre-Job Hazcom Checklist

- 8.0 Toolbox Meetings
 - 8.1 Jobsite Safety Meeting Report

- 9.0 First Aid Requirements
 - 9.1 Policy Statement

10.0 Superintendent/Foreman Self Inspections

10.1 Daily Jobsite Safety Checklist

11.0 Management Audit Checklist

12.0 Project Site Specific Safety Program

13.0 Drug and Alcohol Policies

14.0 Incident Investigation Forms

14.1 Supervisor's Investigation & Report of Incident

14.2 Accident Report

COMPANY MANAGEMENT POLICY STATEMENT

1.0 COMPANY MANAGEMENT POLICY STATEMENT

The personal safety and health of each employee of our organization is of primary importance. We believe that our employees are our most important assets and that their safety at the worksite is our greatest responsibility. The prevention of occupationally induced injuries and illnesses is of such consequence that it will be given precedence over operating productivity whenever necessary. Management will provide all mechanical and physical facilities required for the personal safety and health of each of its employees.

To be successful, such a program must embody the proper attitude toward injury and illness prevention on the part of corporate management, supervisors, and employees. It also requires cooperation in all safety and health matters, not only between corporate management, supervisor and employees, but also between each employee and their fellow workers.

Our concern for safety and health of all human beings is daily, even hourly. We expect every person who conducts the affairs of our company, no matter in what capacity they function, to accept this concern and its responsibility. Employees are expected to use the safety equipment provided. Rules of conduct and rules of safety and health must be observed. Safety equipment cannot be abused or destroyed.

Cooperation between our employees and management in the observance of this policy will ensure safe-working conditions, will help result in accident-free performance and will work to our mutual advantage. It will also assist in reducing workers' compensation costs (direct costs) and reduce jobsite down time, material loss and regulatory agency fines (indirect costs).

Management has the authority to procure the necessary resources to execute the objectives of our company's safety and health program. We will hold managers, supervisors and employees accountable for meeting their responsibilities so that essential tasks will be performed.

1.1 COMPANY MANAGEMENT SAFETY RESPONSIBILITIES

1. Eliminate potential hazards by providing appropriate safeguards, personal protective equipment and safe work tasks.
2. Provide necessary personal protective equipment and enforce its use and care.
3. Provide effective training, which is required by the "standards", as a minimum for the employees.
4. Become familiar and comply with applicable OSHA standards (29 CFR 1910, General Industry, and 1926, Construction) and make copies of medical records as well as all safety and health programs available for employees to review.
5. Review, consider for approval, and execute appropriate action on safety policies developed by safety committees or safety director.
6. Ensure a high level of productivity and safety performance and hold project management staff accountable.
7. Assign an individual(s) [competent person] the authority for the implementation of the safety program at each worksite.

1.2 SAFETY DIRECTOR RESPONSIBILITIES

1. Monitor supervisory management and employee activity to ensure that the corporate programs are carried out in a timely manner.
2. Shall coordinate safety information between projects/shops to assure that all projects will benefit from each other's efforts.
3. Coordinate all safety activities including jobsite inspections, and distribution of safety materials. Perform jobsite inspections periodically and follow up corrective actions.
4. Maintain all accident records and complete all required OSHA forms.
5. Analyze accident records and show trends.
6. Promote safety education on all levels.
7. Periodically review safety rules and standards with employees to confirm that the company is meeting its goals and objectives.
8. Review with supervisors how to handle emergency procedures at each jobsite location.
9. Confirm that all required signs are posted, and bulletin boards are maintained in clear and legible condition.
10. Confirm employer is enforcing compliance with all applicable federal, state, and local regulations.
11. Provide a regular report to upper management on the results of the safety program.

1.3 SUPERINTENDENT/FOREMAN RESPONSIBILITIES

1. Know safety rules and work practices that apply to the work you supervise. Take action to confirm that all employees in your charge understand the safety rules that apply to them. Always take immediate action to correct safety rule violations. Unsafe acts or procedures cannot be tolerated.
2. Prevent bad work habits from developing. You are responsible to make daily observations of employees to ensure that they perform their work safely, and continue this observation regularly once safe working habits are established.
3. Take action to correct or control hazardous conditions within your work areas. If it is beyond your control, remove the employee until the condition is safe. Eliminate unsafe conditions and prevent an accident.
4. Encourage workers to report unsafe conditions or procedures. Listen to your workers and don't take their safety complaints lightly. No job should proceed when a question of safety remains unanswered. Seek advice from your project manager when necessary.
5. Set a good example. Demonstrate safety in your own work habits and personal conduct. Always wear personal protective equipment in areas where personal protective equipment is required.
6. Train your employees on the proper safety procedures to follow, including the use of additional safeguards such as machine guards and personal protective equipment.
7. Investigate and analyze every accident, however slight, that occurs to any of your employees. Control the causes of minor incidents to help avoid future crippling accidents.
8. Complete and file a report on each and every incident and accident that occurs at your jobsite. If you have question or require reporting forms, contact your project manager.
9. Conduct weekly safety toolbox meetings.
10. Make safety suggestions.
11. Serve on safety committee, if requested.
12. Take an active part and participate in safety meetings.
13. Non-compliance of these rules as well as other federal and/or state laws or regulations may be legal violations subject to civil and/or criminal penalties.

1.4 EMPLOYEE RESPONSIBILITIES

1. Whenever you are involved in an accident that results in personal injury or property damage, no matter how slight, the accident must be reported to your supervisor or other management personnel prior to the end of the work shift. Get first aid promptly.
2. Report any condition or practice you think might cause injury and/or damage to equipment immediately to your supervisor.
3. Do not operate any equipment, which, in your opinion, is not in a safe condition. Report immediately the condition that you believe is unsafe to your foreman.
4. All prescribed safety equipment and personal protective equipment must be used when required and must be maintained in good working condition. It is your personal responsibility to use such equipment. The use of required personal protective equipment is a non-negotiable item.
5. Obey all safety rules, government regulations, signs, markings, and instructions. Be particularly familiar with the rules and regulations that apply directly to you in the area in which you work. If you don't know, ask your foreman.
6. When lifting, use the approved lifting technique, i.e. bend your knees, grasp load firmly, keep load close to you, and then raise the load keeping your back as straight as possible. Always get help with heavy or awkward loads.
7. Do not engage in horseplay; avoid distracting others; be courteous to fellow workers.
8. Always use the right tools and equipment for the job. Use them safely and only when authorized. If you are not familiar with the safe way to use a particular tool or piece of equipment, ask your supervisor. When using your own tools on the job site, make sure all guards, ground pins, etc., are in place.
9. Good housekeeping must always be practiced. Return all tools, equipment, materials, etc., to their proper places when you are finished with them. Keep floors clean and passageways clear. Poor housekeeping wastes time, energy, and material, and often results in injury.
10. The use of drugs and/or intoxicating beverages on the jobsite is forbidden. Being under the influence of alcohol or drugs when on the jobsite is inexcusable. *Immediate discharge for being under the influence and/or using drugs or alcohol may be instituted.*

11. Additional appropriate disciplinary action will be taken for the following offenses:
 - a. Fighting - no matter what the cause.
 - b. Insubordinate conduct or refusal to follow directions.
 - c. False statement, such as injury claims.
 - d. Other inappropriate behavior including, but not limited to, failure to obey safety rules.
12. Loose clothing and jewelry cannot be worn when operating machinery and equipment.
13. Proper work shoes shall be worn at all jobsites. Open toed shoes and sneakers will not be permitted to be worn at any jobsite. If you are observed wearing open toed shoes or sneakers, you will not be permitted to work until you return with proper footwear.
14. Do not handle chemicals unless you have been trained in the safe handling procedure.
15. Hardhats and eye protection shall be worn at all times.
16. Read, understand and follow the guidelines set forth in the material safety data sheets (MSDS) pertaining to your work.
17. Compliance with safety and health rules and regulations is a condition of employment.

I have read the above policies and understand that cooperation between employees and management will ensure safe-working conditions, will help result in injury free performance and will work to our mutual advantage.

Management

as of:

by:

Superintendent/Foreman

as of:

by:

Employee

as of:

by:

2.0 DISCIPLINARY POLICY PROCEDURES

All employees are expected to comply with jobsite rules and regulations, and to follow established operating procedures set forth by this company. Violations will not be tolerated and superintendent/foreman will be held accountable for the conduct of their employees.

Superintendents and foremen are required to take action when a violation is observed. Immediate action to control or eliminate a hazard is required.

In the event a violation is observed, the following procedures have been established to place an employee on notice.

<u>Notice*</u>	<u>Action</u>
First Offense	A written warning addressed to the employee and a copy placed in the employee's file referencing the violation and warning, including date and time.
Second Offense	A written warning addressed to the employee with reference to the violation including date and time of the occurrence. A copy of this warning will be given to the employee, the union shop steward, and another copy will be placed in the employee's file.
Third Offense	A written warning similar to the second notice will be prepared and distributed in the same manner. This warning will be followed by a meeting with the employee, union shop steward, foreman and/or project manager and senior management to determine whether the employee will be suspended without pay or terminated depending upon the nature of the violation.
Fourth Offense	Termination.

* Within any consecutive 12-month period.

* This policy is in effect unless there is a policy in our labor/management agreement.

The above procedure has been prepared so that there is no question about how violations of rules, regulations, and procedures will be handled by management and so that employees will know what to expect if they do not comply with the established rules, regulations, and procedures. Management knowledge of unsafe behavior and lack of appropriate documented discipline may be a violation of federal, state laws and regulations.

Employee Disciplinary Action Form

Project: _____ Shop: _____

Employee Name: _____ Date: _____

Superintendent: _____ Day: _____

Foreman: _____ Time: _____

1st Violation

Description: _____

Employee Signature: _____

2nd Violation

Description: _____

Employee Signature: _____

3rd Violation

Description: _____

Employee Signature: _____

4th Violation: TERMINATION!

WITHIN A 12 MONTH PERIOD

3.0. NEW EMPLOYEE TRAINING

All new employees will be trained by a member of the management staff prior to starting work. The "New Employee Safety Orientation Checklist" shall be used by trainers (managers, superintendents, foremen, safety directors) as a reminder of the items that must be reviewed with the employee. All items must be initialed or identified as not applicable. The checklist must be signed by the employee and the management representative after the orientation is complete.

This form will be given to the project manager or home office and kept in the employee's personnel file.

New Employee Safety Orientation Checklist

Instructions to Management: Initial each item as you discuss it with the employees. This checklist must be completed before the employee starts work.

<u>Item</u>	<u>Completed</u>
1. Employee received Company Safety Program	_____
2. Review:	
· Safety and Health Policy	_____
· Employee General Safety and Health Rules	_____
· Disciplinary Policy and Procedures	_____
3. Instruct:	
· How to report unsafe conditions	_____
· What to do in the event of an injury on the job	_____
· State when and where safety tool box meetings are	_____
· Hardhats, work boots, safety glasses/goggles mandatory (Personal protective equipment is not negotiable)	_____
· Explain Fire Evacuation/Emergency Plan	_____
· Proper lifting techniques and importance of back fitness	_____
· Review OSHA Hazard Communication Policy and provide training	_____
4. Other (Please List)	

I acknowledge that information on the above subjects was furnished to me during my orientation and that I understand this information

Employee Signature

Management Signature

Date

Date

4.0 COMPETENT PERSON DESIGNATION

It is the responsibility of top management to appoint an individual as a competent person who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

There is the possibility that more than one competent person may be necessary, depending on the range of hazards on the project, the size of the project, and the distance between operations on a project.

5.0 ACCIDENT INVESTIGATION

Each superintendent and foreman will make a documented report of every incident, even those without injury, within twenty-four (24) hours of the occurrence. Reports are to be completed as soon as possible to avoid changes in physical conditions and witness reports. Note: Any accident that causes a fatality or three or more employees to be hospitalized must be reported to OSHA within eight hours of the incident.

Accident reports highlight problem areas. Through the use of good reports, accident patterns can be detected and resources directed toward prevention. Accident reports make excellent training tools. The cause and effect of accidents can be reviewed at safety meetings.

Superintendents and foremen will be trained in accident investigation techniques.

- Accident investigation is a management function that must be executed at the superintendent/foreman level.
- All accidents/incidents must be investigated regardless of the extent of the injury or damage.
- Employees will never be allowed to fill out their own accident investigation report.
- Focus must be fact finding *not* fault finding.
- Superintendents and foremen must identify the unsafe act or unsafe condition.
- Superintendents and foremen should provide recommendations for *corrective action*, bring it to top management's attention and assure that it is acted upon.
- Superintendent/foreman will be provided with an accident investigation kit, which must remain on site.

The forms at the end of this document will assist with incident investigations.

6.0 RECORDKEEPING

Records must be maintained and kept up to date by the superintendent at each jobsite and/or home office. If there is no superintendent, then this responsibility lies with the foreman. These records must be available for review at all times. The following records must be maintained.

1. Supervisor's Investigation and Record of Incident
2. OSHA LOG (form 300) <http://www.osha.gov/recordkeeping/RKforms.html>
3. Self Inspections
4. Log of Tool Box Talks (include names and signatures of employees present)
5. Equipment Preventive Maintenance
6. Hazard Communication Compliance Plan
7. Material Safety Data Sheets
8. Chemical Inventory List
9. OSHA Training Requirements Records
10. OSHA Poster Explaining Employee Rights
<http://www.osha.gov/Publications/poster.html>
11. Accident Forms - Medical Records
12. Corporate Safety Program
13. Emergency Phone Number List

SUBCONTRACTOR COMPLIANCE

OSHA has clarified their position with respect to multi-employer work sites by identifying four different types of employers.

Exposing employers - those whose employees are exposed to hazards.

Creating employers - those who actually create hazards

Controlling employers - those who have the authority to ensure that hazards are corrected

Correcting employers - those who are specifically responsible for correcting hazards

In order to issue a citation for a worksite hazard to one of these types of employers, OSHA must prove that the employer had knowledge of the hazardous condition, or could have had such knowledge with the exercise of reasonable diligence.

As always, prevention is the first step in avoiding OSHA sanctions. It is imperative that **Prime Builders' employees** understand the rules and potential liabilities related to OSHA's multi-employer worksite clause. We require subcontractors to comply with OSHA standards. Contractual agreements with subcontractors will state that they must provide the following:

1. Certificate of Insurance
2. Hazard Communication Plan
 - Chemical Inventory List
 - Specific material safety data sheets
3. Safety Program

The following forms will assist in monitoring subcontractor compliance with safety policies and procedures.

Safety Memorandum

Subcontractor Name: _____ Date: _____

Safety Violation Description:

GENERAL CONTRACTOR Signature: _____ Date: _____
SUBCONTRACTOR Signature: _____ Date: _____

Notice:

Controlling Employer -----
Exposing Employer -----
Creating Employer -----
Correcting Employer -----

Sample Letter to Subcontractors

Re: Jobsite Safety

Gentlemen/Ladies:

The personal safety and health of each employee and worker on our projects is of primary importance. The prevention of occupationally induced injuries and illnesses is of such consequence that it should be given precedence over operating productivity whenever possible. To the greatest degree possible, Company Management should provide all mechanical and physical facilities required for personal safety and health.

Therefore, if your Company does not comply with our Field Management concerning safety, the following will occur:

First Violation: Written Notice

Second Violation: We will withhold your monthly payments until infraction is corrected.

Third Violation: Your Company will jeopardize possible future subcontracts with our Company.

If you have any questions and/or comments, please contact the undersigned.

Very truly yours,

Safety Director

Policies and Procedures for Contractor Coordination

1. It is our policy that all persons on our jobsite are entitled to information regarding the chemicals to which they are exposed in their work areas and that our employees are entitled to information regarding the chemicals to which they may be exposed as the result of the work processes of other contractors.
2. The Hazard Communication Coordinator or his/her jobsite designee is responsible for the coordination of information between our organization and any other contractors concerning all aspects of this Hazard Communication Program.
3. When the Hazard Communication Coordinator or jobsite designee is informed that contractors will be on our site, he/she will advise them in person of: any chemical hazards that may be encountered in the normal course of their work on the site; our labeling system; the protective measures required, the safe handling system; the protective measures required, the safe handling procedures necessary and our emergency alarm system(s). In addition, the Hazard Communication Coordinator or designee will notify these individuals of the location and availability of our material safety data sheets.
4. Each contractor bringing chemicals on site, must provide our Hazard Communication Coordinator with the appropriate hazard information on these substances, including labels used and the precautionary measures to be taken in working with those chemicals. The contractors must also inform the Hazard Communication Coordinator or jobsite designee as to where on our jobsite the contractor will maintain a chemical inventory list and appropriate SDS file.
5. The Hazard Communication Coordinator is also responsible for providing information to any relevant parties about any potentially hazardous substances we may bring into any jobsite at which we may work as contractors.
6. The Hazard Communication Coordinator or jobsite designee will use the checklist, which follows to implement the above policy.

COMPLIANCE ACTION SHEET

Project-----

Date -----

CORRECTED THE HAZARDS-----

REMOVED EMPLOYEES FROM THE HAZARDS-----

WRITTEN NOTICE SENT -----

**Multi-Employer Site
Pre-Job Hazcom Checklist**

Date: _____

Contractor: _____ Phone # () _____

Main Office Contact (Name): _____

On Site Contact (Name): _____

Answer ALL Questions:

Where will Contractor's work be performed? _____

How will contractor's workers enter and leave premises? _____

We have discussed with the contractor our:

_____ HazCom Plan	_____ Labeling System
_____ HazCom Plan Location	_____ Signs
_____ SDS File	_____ Alarm System
-----Lockout/ Tagout	----- Confine space entry program

Has the contractor worked at this facility before: _____ Yes _____ No

What hazards will contractor employees be exposed to?

What personal protective equipment will contractor need?

_____ gloves (type) _____
_____ respirators with cartridges for _____
_____ air-line respirators for _____
_____ hard hats _____ safety glasses _____ splash goggles
_____ face shields _____ aprons _____ dust suits _____ escape packs
_____ ear plugs _____ ear muffs _____ other _____

List special equipment contractor will need:

_____ventilation _____special disposal methods
_____other _____

What hazardous materials will the contractor bring onto the worksite? (Indicate type and quantity)

Where on site are contractor's SDSs available? _____

Does the contractor have a HazCom Plan? _____Yes _____No

If yes, where is it located? _____

If yes, is a chemical inventory list included _____Yes _____No

Do any of the hazardous materials the contractor will bring onsite present a danger to our employees or facility? _____Yes _____No

If yes, what protective measures will be taken to prevent an unwanted incident?

Explain: _____

Signed: _____ Date: _____

Hazard Communication Coordinator

Signature of Contractor: _____

8.0 TOOL BOX MEETINGS

Tool box talks of 5 to 10 minutes must be held by superintendents and/or foreman each week. Employees never receive too much training, and therefore our company relies upon jobsite management to provide ongoing and continuous employee training.

The subject to each training talk should be chosen to relate to the type of work that is being performed.

Some examples include:

- The use of safety glasses when using circular saws, grinders, table saws, radial arm saws, jack hammers, power actuated tools, etc.
- The proper set up and use of ladders.
- Hard hats and why they are necessary.
- A discussion of a recent accident and its cause(s).
- A discussion of an old accident.
- A discussion of disciplinary procedures for failure to comply with safety policies

A log of Tool Box Talks must be kept in accordance with the form that follows. One copy should be kept by jobsite management and the other kept on the file in the home office by jobsite location.

Jobsite Safety Meeting Report

Job Location: _____

Meeting Date: _____ Number of Employees Present _____

Names of Subcontractors Present: _____

Others Present: _____

Topics Discussed: _____

Remember - An employee will better understand and retain a safety message if you both show and tell the person. Lead by Example.

Signature Position Date

In attendance at this meeting were:

cc: Main Office - Original
Field

FIRST AID - BLOODBORNE PATHOGENS

The following are highlights of a Bloodborne Pathogens Program. Please refer to Company Safety & Health Consultants' *Bloodborne Pathogens Manual* for details on implementing a complete program.

Our company will provide first aid supplies at each work location and all personnel are to know procedures to follow in case of an emergency.

1. Report all injuries immediately, no matter how minor, to your foreman and/or jobsite office.
2. Emergency phone numbers for fire, police and ambulance will be posted.

Please note that if any employee renders first aid or uses a first aid kit to assist a co-worker (although such action is not required by anyone's duties) we would view this activity as a "Good Samaritan" act. Note: First aid kits are to be approved by a licensed medical doctor.

1. If there is a potential for death or serious physical harm (i.e.: stoppage of breathing and/or severe bleeding) and appropriate medical attention is not available within 3-4 minutes, then an employer is required to have a trained first aider on each shift.

The attached draft policy statement is to be used by those who do not expect an employee to assist co-workers and who meet the 3-4 minute medical response requirement.

To: All Employees

From:

Subject: Assisting Co-Workers In Medical Emergencies

The policy of this organization is that we do not expect, as part of any employee's duties, to assist a co-worker in a medical emergency. Since appropriate medical assistance is available within a reasonable time by calling the phone number posted at the job-site, employees are not required to assist co-workers.

The use of the First Aid Kits that may be available within our organization are for self-help. That is, an employee who is injured may use the materials in the first aid kit for self-administration.

Please note that if an employee uses a first aid kit to assist a co-worker (although such action is not required by anyone's duties) we would view this activity as a "Good Samaritan" act.

DAILY JOBSITE SAFETY CHECKLIST

Job Location: _____ Job #: _____
Signed by: _____
Date: _____ Performed by: _____

A = Acceptable
U = Unacceptable
NA = Not Applicable

I understand that falsification of this document may be a violation of federal, state and local laws.

The completed form should be turned into the home office by the end of each week.

Description

Status Date Abated

ADMINISTRATIVE

1. Jobsite Safety & Health Poster Displayed
2. OSHA Log Maintained
3. Emergency Phone List Posted

EMPLOYEE TRAINING

1. All Employees Received Hazard Identification Training
2. All Employees Trained In HazCom
3. All Employees Trained In Appropriate Fire Fighting Response
4. All Employees Trained in Evacuation Procedures
5. Lockout/Tagout Procedures For Appropriate Employees
6. Confined Space Training For Appropriate Employees
7. Stairway And Ladder Training
8. Fall Protection Training
9. Equipment Operator Training
10. Hazard Specific Training (LEAD , ASBESTOS ,ETC.)

SAFETY MEETINGS

1. Held Weekly
2. Signed By All In Attendance
3. Cover Topics Pertaining To Your Job

Description**Status Date Abated****HAZARD COMMUNICATION**

1. Written Program On Site
2. Chemical Inventory List Posted
3. MSDS Sheets On File
4. All Drums & Containers Labeled
5. Employees Trained

ELECTRICAL

1. GFCI In Place
2. Electric Cords Inspected - No Splices In Cord
3. Electric Power Tools Inspected

PERSONAL PROTECTIVE EQUIPMENT

1. Hard Hats
2. Work Area Protection, Signage, and Reflective Vests
Working Near Traffic
3. Eye Protection - Chipping, Burning, Conc. Etc.
4. Ear Protection
5. Personal Flotation Devices & Life Rings Working Near
Water
6. Gloves Used
7. Proper Work Shoes (No Sneakers or Open Toe Shoes)

TOOLS

1. Tool Casings In Safe Condition
2. Wiring For All Power Tools In Safe Condition
3. Electric Tools Grounded (Unless Double Insulated)
4. Extension Cords Grounded And In Safe Condition
5. Hands Tools In Safe Condition
6. Tools Stored In Designated Location
7. Ladders Free Of Cracks & Damage

Description

Status Date Abated

CONFINED SPACE

1. Air Monitoring
2. Power Ventilation
3. Stand By/Rescue Trained Person
4. Equipment & Electrical Lockout/Tagout

TRENCHING & EXCAVATION

1. Sheeting Or Proper Sloping Over 5 Feet
2. Ladder Every 25 Feet
3. Utility Company Notified If Necessary
4. Air Monitored In Trench
5. Excavated Material Stored Min. 2 Feet From Trench

SCAFFOLDING OVER 10 FEET

1. Top, Midrail & Toe boards
2. Mudsills
3. Supported On Solid Base
4. Cross Bracing Properly Installed
5. Fully Planked & Proper Overlay

LADDERS

1. Extended 36 Inches Above Landing
2. Secured - Tied Off
3. Solid Rungs - No Cracks In Rungs
4. Proper Angle - 1/4 Working Length Of Ladder
5. Provided At Breaks In Elevations 19" Or More

CRANES

1. Fire Extinguisher In Cab
2. Boom Angle Indicators Working Properly
3. Load Capacity Charts In Cab
4. Instructions & Warnings Posted
5. Annual Inspections On Site
6. Hand Signal Chart In Visible View Of Rigger
7. 2 Feet Radius Barricade Around Swing Radius Of Crane

Description**Status Date Abated****MACHINERY**

1. Point Of Operation Guards In Place
2. Pulley Belt Assemblies Guarded
3. Gear Assemblies Guarded
4. Shafts Guarded
5. Are There Any Oil Leaks
6. Two Hand Controls Working Properly
7. Is Electric Wiring In Safe Condition
8. Lockout Policy & Tag Procedures Used

WELDING EQUIPMENT AND OPERATIONS

1. Oxygen & Acetylene Welding Equipment Equipped With Flash Arrestors
2. Compressed Gas Cylinders Secured Upright & Capped When In Storage
3. Cylinders Mounted On A Card Or Secured In An Upright Position
4. Is Oxygen Separated From Flammables And Combustibles By At Least 20' Or A 5' High Non-Combustible Wall When Stored
5. Gas Hoses And Gauges In Safe Condition
6. Proper Eye Protection Available And Used

FIRE PROTECTION

1. Extinguishers Charged And Accessible
2. If Available, Standpipes, Hoses, Sprinkler Heads And Valves In Safe Condition And Accessible
3. Stairs Clear And In Safe Condition
4. Hollow Pan Stairways Filled
5. Exits And Exit Paths Clearly Marked
6. Flammables Properly Stored (Gasoline, Paint Solvents, Acetylene, Propane Tanks, Etc.)
7. Evacuation Plan As Required By OSHA Available

Description

Status Date Abated

HOUSEKEEPING

1. Aisles, Stairs & Floor Free Of Obstructions
2. Materials Supplies Stored And Piled In Designated Areas
3. Regular Removal Of Trash & Debris
4. Are All Work Areas Lighted
5. Work Areas Neat & Orderly

FALL PROTECTION

1. Perimeter Protection
2. Top, Midrail & Toe board, Nets &/Or Static Lines
3. Full Arrest Systems (Harness) On All Employees Exposed To Falls
4. Floor Openings Properly Protected

MATERIAL HANDLING EQUIPMENT

1. Carts In Safe Condition
2. Cart Wheels Free & Rolling Smoothly
3. Hoist Opening Equipped With Removable Railing
4. Hoist Cables & Hooks Inspected
5. Materials Secured Stacked
6. Employees Trained &/Or Certified To Operate Equipment

RESPIRATORY PROTECTION

1. Respirators selected on the basis of hazards (specific substance and concentration) to which the worker is exposed.
2. Exposure assessment performed to ensure maximum use concentration of a respirator is not exceeded.
3. Employees instructed and trained in proper use of respirators.
4. Respirators regularly cleaned and disinfected.
5. Respirators stored in a clean and sanitary location.
6. Respirators inspected during cleaning for worn or deteriorated parts.
7. Determine if employees are physically able to perform the work and use the respiratory equipment. Determined by a physician.

It is very important to understand that you are responsible for all "items" and sections of 29 CFR 1926.

MANAGEMENT AUDIT CHECKLIST

Yes No

A. Management Commitment and Leadership

- | | | | |
|----|---|-------|-------|
| 1. | Policy statement: goals established, issued and communicated to employees | _____ | _____ |
| 2. | Program reviewed annually | _____ | _____ |
| 3. | Participation in safety meetings, inspections, agenda items in meetings | _____ | _____ |
| 4. | Commitment of resources is adequate | _____ | _____ |
| 5. | Safety rules and procedures incorporated into the site operations | _____ | _____ |
| 6. | Management observes safety rules | _____ | _____ |

B. Assignment of Responsibilities

- | | | | |
|----|---|-------|-------|
| 1. | Safety designee on site, knowledgeable and accountable | _____ | _____ |
| 2. | Supervisors (including foremen) safety and health responsibilities understood | _____ | _____ |
| 3. | Employees adhere to safety rules | _____ | _____ |

C. Identification and Control of Hazards

- | | | | |
|----|---|-------|-------|
| 1. | Periodic site safety inspection program involves supervisors | _____ | _____ |
| 2. | Prevention controls in place (PPE, maintenance, and engineering controls, etc.) | _____ | _____ |
| 3. | Action taken to address hazards | _____ | _____ |
| 4. | Safety committee where appropriate | _____ | _____ |
| 5. | Technical references available | _____ | _____ |
| 6. | Enforcement procedures by management | _____ | _____ |

D. Training and Education

- | | | | |
|----|---|-------|-------|
| 1. | Supervisors provided with basic training | _____ | _____ |
| 2. | Specialized training provided when needed | _____ | _____ |
| 3. | Employee training program exists, is ongoing and is effective | _____ | _____ |

E. Recordkeeping and Hazard Analysis

- | | | | |
|----|--|-------|-------|
| 1. | Records maintained of employee illnesses, injuries, and posted | _____ | _____ |
| 2. | Accident investigations performed, determine causes and proposed corrective action | _____ | _____ |
| 3. | Injuries, near misses and illnesses are evaluated for trends, similar causes and corrective action initiated | _____ | _____ |

		Yes	No
F.	First Aid and medical Assistance		
	1. First aid supplies and medical services available	_____	_____
	2. Employees informed of medical results	_____	_____
	3. Emergency procedures and training where necessary	_____	_____

To determine the effectiveness of our company's safety and health program, our safety director will complete the self-evaluation recommended by OSHA. This information will be rated by the home office and kept on file. Superintendent/foremen will be provided with a copy and are expected to correct any deficiencies.

Remember, the OSHA inspection can result in a review of deficiencies, and where conditions warrant, a citation for one or more of the above standards. Annual completion of the self-evaluation is required by our company.

12.0

PROJECT SITE SPECIFIC SAFETY PROGRAM

The owner, construction manager or general contractor will conduct a pre-bid meeting to discuss and explain the project site safety program. This program should include at minimum the following:

A. **Purpose of The Plan**

The purpose of this Construction Safety and Health Plan is to establish practices and procedures to protect construction personnel and others during construction on the site.

Applicability

The provisions of the plan are mandatory for contractors and subcontractors engaged in any on-site construction activities.

A. **Site Description**

1. Proposed Project
2. Site Description and History
3. Risk Evaluation

B. **Emergency Information**

1. Emergency Contacts
 - Police
 - Fire
 - Ambulance

C. **Site Safety Work Plan**

1. Designation of Site Safety Coordinator
2. Recordkeeping Responsibilities
3. First Aid/Bloodborne Pathogens
4. Excavation/Trenching
5. Demolition
6. Responsibility for Fall Protection
 - Guard Rails (top rail, mid rail, toe boards)
 - Scaffolds
 - Ladders
 - Safety Nets

7. Responsibility for Lead Determination and Abatement
 8. Personal Protective Equipment
 - Hard Hats
 - Gloves
 - Safety Glasses/Goggles
 - Work Boots
 - Safety Belts and Lanyards
 9. Fire Protection and Prevention
 - Fire Extinguishers
 - Storage and Use of Flammable and Combustible Liquids
 10. Material Handling, Storage Use and Disposal
 11. Tools - Hand Power
 12. Welding and Cutting
 - Storage and Use of Oxygen and Acetylene Tanks
 13. Electrical
 - Ground Fault Circuit Interrupters
 14. Heavy Equipment/Fork Lifts
 15. Respiratory Protection Program
- F. **Safety Committee Meetings (Monthly)**
- Evaluation of Program
 - Address Safety Recommendations/Hazards
 - Review and Discuss Upcoming Construction

13.0 DRUG AND ALCOHOL PROGRAM

Policy Statement

Any employee caught possessing or using drugs or coming to work under the influence of drugs will be discharged with prejudice or severely disciplined.

Any employee who uses drugs on the job or works under the influence of drugs endangers himself/herself and other workers. This company will not tolerate drug use on the job.

Drug use is the direct cause of thousands of deaths every year. Drug use causes permanent brain damage and birth defects and usually leads to addiction. Intravenous drug use transmits AIDS, which is incurable and invariably fatal, as well as other serious diseases.

Possession of drugs, no matter how small an amount, is a crime, punishable by incarceration. Sales of drugs or possession of a significant quantity of drugs is a felony.

SUPERVISOR'S INVESTIGATION & REPORT OF INCIDENT

NAME OF INJURED (Last Name, First Name)		S.S.#:	D.O.B.:	SEX: M <input type="checkbox"/> F <input type="checkbox"/>
ADDRESS:		CITY/ZIP CODE	HOME PHONE #:	
DEPT.:		JOB TITLE:	WORK LOCATION:	
WHEN	Date and Time of Incident: / / <input type="checkbox"/> AM <input type="checkbox"/> PM			
	Date reported to supervisor: / / If delayed, Why? _____			
DESCRIPTION OF INCIDENT	Detail what employee was doing (i.e. - at risk behavior) and/or what physical objects (machines, equipment), material (chemical vapor, inhalant) (i.e. - unsafe conditions) were involved: _____ _____			
	Was employee doing something other than required duties: <input type="checkbox"/> NO <input type="checkbox"/> YES If yes, explain: _____			
WHAT	State body parts injured: _____ _____			
	Was treatment beyond first aid required? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, explain: _____			
	Fatality: <input type="checkbox"/> YES <input type="checkbox"/> NO When: _____ Lost Time <input type="checkbox"/> YES <input type="checkbox"/> NO			
WHERE	Exact location where incident occurred: _____			
	Was ambulance transport necessary? <input type="checkbox"/> YES <input type="checkbox"/> NO			
	To what facility? _____			
WITNESSES	(Last Name, First Name / Title/TEL. #:) _____ _____			
WHY	Comment on the causes of this incident: _____ _____ _____			
PREVENTION	What should be done and by whom to prevent recurrence of this type of incident? _____ _____			
	What action are you taking to see that this is done? _____ _____			
	SUPERVISOR/MANAGER'S Signature/Dept. _____			
	Phone # _____ Date of this report: _____			
	Employee Signature _____ Date ____/____/____ Comments: _____ _____			
SUPERVISOR - DO NOT WRITE BELOW THIS LINE Date Report Received by Safety Manager _____ Date forwarded to HR _____ C-2 Completed _____			# of Days Lost: _____ OSHA LOG # _____ OSHA notified? (fatality, 3 hospitalizations): _____ <input type="checkbox"/> CHECK HERE IF CONTINUED ON ADDITIONAL PAGES	

ACCIDENT REPORT
To Be Completed at Accident Scene

Driver's Name _____

Plate Number _____

GENERAL INSTRUCTIONS

1. STOP at the scene as quickly as possible.
2. Protect the scene. Use warning devices. Get help from bystanders. Turn off all engines. No smoking. Guard against fire. Check for fuel or cargo leaks.
3. Assist injured persons. Don't move them unless absolutely necessary. Summon ambulance if needed.
4. Get help. Use near by phone or send reliable passerby. Notify terminal, police and insurance company as instructed. Give location and nature of accident accurately.
5. Identify yourself and company. Show license, registration and insurance card on request.
6. BE COURTEOUS. Make no statement about accident except to police or company and insurance company representative.
7. Fill out and check all applicable information on this form BEFORE YOU LEAVE THE SCENE.

A. DATE, TIME, PLACE

Date _____ Time _____ AM
 _____ PM

In _____

 (City or Town) (County)
 (State)

On _____

 (Street or Highway)

At _____

 (Street Address or Intersection)

Distance and Direction from: _____

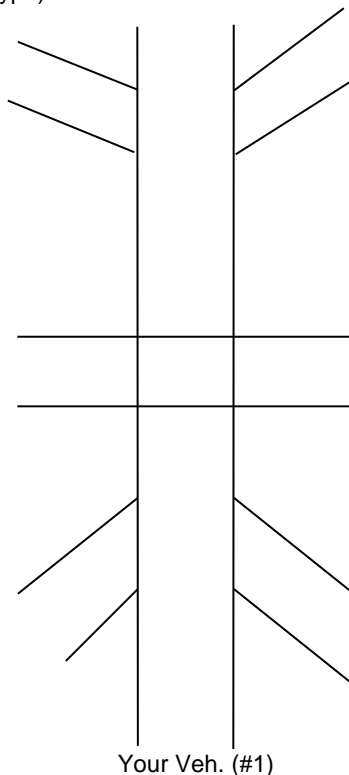
- Open Country Business-Shopping
 Residential

B. ACCIDENT SCENE

Instructions for Accident Diagram

Fill dotted lines to correspond with road at accident site. Show position of all vehicles, pedestrians etc. as follows:

Your vehicle 1
 Other vehicle(s) 2 num
 bered successively.
 Pedestrian
 Traffic Signal
 Traffic Sign []
 (indicate type)



Direction of Travel:

 Other (#2)

- Not at Intersection Bridge-Overpass
 Street Intersection
 Drive or Alley property Private
 Crosswalk off-street Other
 Traffic Control
 Stop Sign
 Light
 Yield Other:

C. OTHER VEHICLES

Driver Veh. #2 _____
 Address _____
 Driver's License No. _____

OTHER OCCUPANTS:

- A. Name _____ Address _____
 B. Name _____ Address _____

OWNER (IF NOT THE DRIVER):

A. Name _____
 Address _____

VEHICLE:

Make & Model _____
 Tag # and State _____
 Insurance Co. _____ Policy # _____

INJURIES:

Name & Injury _____
 Where taken _____
 Insurance Co. _____ Policy # _____

Driver Veh. #3 _____
 Address _____

Driver's License No. _____

OTHER OCCUPANTS:

- A. Name _____ Address _____
 B. Name _____ Address _____

OWNER (IF NOT THE DRIVER):

A. Name _____
 Address _____

VEHICLE:

Make & Model _____

Manufacturing-Industrial

Open
(Describe) _____

Prime Builders, LLC
D. PEDESTRIAN ACTION
DESCRIBE

E. WITNESS
Persons seeing the accident will be of service to our driver by giving their names and addresses.
NAME _____

ADDRESS _____
Phone _____
NAME _____

ADDRESS _____
Phone _____

License number and descriptions of first vehicles at scene.

Investigating Officer(s)
Name _____

Badge _____
Dept. _____

Police Report#

Name _____

G. PROPERTY DAMAGE
Describe damage to other vehicle:

Describe damage to your vehicle:

Cargo Damage:

Other Property Damage: _____

I. WHAT HAPPENED
At what distance did you first see danger? _____ Ft.
How fast were you going? _____ MPH
What was your speed far did your at impace? _____ MPH
How far did your at impace? _____ MPH
How fast were you going? _____ MPH
e go after _____
Impact? _____ Ft.

Describe in your own words the circumstances of the accident:

NOTE: This report should be handwritten at scene. Turned into Branch, signed and sent to Fleet

Tag # _____
and State _____
Insurance Co. _____ Policy # _____
INJURIES:
Name & Injury _____
Where taken _____

Insurance Co. _____ Policy # _____

Management within 24 hours.

Badge _____

Dept. _____

Citation: You _____

Other _____

Citation: You _____

Other _____

Driver _____

Signature

F. ROADWAY CONDITIONS AND CONTROLS

- Not Divided
 - Divided
 - Limited Access
- No. of Lanes 2 3 4 5 6

(Specify)

Weather _____
road

Condition of

Time _____

- Dry
- Wet
- Snow
- Traffic
- Other

Smooth



Appendix D – Approach to Recycling

Prime Builders understands the importance of protecting the environment, so we prioritize being eco-friendly. Our non-hazardous solid waste management plan includes donation and recycling whenever possible. We strive to divert as much as possible from the landfill. We separate materials (carpet, architectural, ferrous metals, non-ferrous, aggregate, plumbing fixtures, furniture, roofing, etc.) and take to appropriate recycling centers. We donate usable materials such as doors and lighting. Cardboards and plastics are brought back to our facility, where we have a dedicated container.

We have adopted a robust approach to sustainable construction efforts. This includes the identification of designated products as “key sustainable products,” waste stream management, high levels of recycled content, low use of virgin material, energy efficient water and electrical components, and low or no volatile organic emissions.

Appendix E – Key Personnel

Project Manager

Name: Prime Builders

Name: Paul Serda

Title: Project Manager/Estimator

of Years with the Firm: 7

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing

of Years as a Project Manager for Type of Construction Services Selected Above: 14

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 Paintin

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 Tony Silva **Title** UNM PDC Project/Construction Manager

Telephone: 505-382-5297 Email Address: tosilva@unm.edu

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

Agency's contact: Name Jaime Orona **Title** UNM PDC Associate Project/Construction Manager

Telephone: 505-321-1143 Email Address: jlorona@unm.edu



Paul Serda

8516 Calle Alameda NE
Albuquerque, NM 87113
(505) 924 - 0455
pserda@primebuilders.com

Professional Summary

Paul is an experienced employee with Prime Builders. He was hired as an Estimator/Project Manager in 2013. His experience leading crews on commercial projects has served as an asset to our company and the client. He has expertise in preparing cost proposals for small and large projects that fit the client's budget and time requirements. Prior to Prime Builders, Paul has 12 years of estimating and project management experience, and 23 total years in the construction industry. A majority of his construction experience was in hospital environments.

Skill Highlights

- Construction Management
- OSHA 30 Certified
- Team Leadership
- Project Management
- Estimation
- Material Management
- HSPD12 Clearance
- UNMH EC Training Completion

Past Project Experience

- Lovelace Medical Center – 2nd Floor Pain Clinic Remodel
- Lovelace Medical Center – 5th Floor Pulmonary Clinic Expansion
- UNMH – 2nd Floor ACC Neurology Department Remodel
- PNM Elevator Addition
- VBA Build Out
- Presbyterian Hospital 4th and 7th Floor Build Outs
- Lovelace Pharmacy Build Out
- ABQ Health Partners Clinic Build Out
- UNM Maxwell Museum of Anthropology – Halon 1301 Replacement

Appendix F – Key Personnel

Lead Superintendent

Name: Prime Builders

Name: Guillermo Jimenez

Title: Superintendent

of Years with the Firm: 13

Experience with the Following Type of Construction Services:

General Construction Electrical Mechanical Roofing

of Years as a Project Manager for Type of Construction Services Selected Above: 13

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 Tony Silva **Title** UNM PDC Project/Construction Manager

Telephone: 505-382-5297 Email Address: tosilva@unm.edu

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

Agency's contact: Name Jaime Orona **Title** UNM PDC Associate Project/Construction Manager

Telephone: 505-321-1143 Email Address: jlorona@unm.edu



Guillermo Jimenez

8516 Calle Alameda NE
Albuquerque, NM 87113
(505) 924 - 0455
gjimenez@primebuilders.com

Professional Summary

Guillermo has been a member of the Prime Builders team since 2010 as a Field Supervisor and Project Superintendent. He has an eye for detail and takes great care to ensure every project progresses smoothly. He performs job site safety meetings, monitors safety and prepares daily safety records. He has been instrumental to our success in completing projects on time and on budget.

Skill, Training & Certification Highlights

- Site Supervision
- Safety Monitor
- OSHA 30 Certified
- 4 Hour Fall Protection Awareness
- HSPD12 Clearance
- USMS Clearance
- UNMH EC Training Completion

Past Project Experience

- Lovelace Medical Center – 2nd Floor Pain Clinic Remodel
- Lovelace Medical Center – 5th Floor Pulmonary Clinic Expansion
- Lovelace Medical Center – 4th Floor Neurology Build Out
- UNMH – 2nd Floor ACC Neurology Department Remodel
- UNM Zollinger Library Elevator Addition and Mechanical Upgrades
- UNM Maxwell Museum of Anthropology – Halon 1301 Replacement

Appendix G – Key Personnel Safety Manager

Name: Prime Builders

Name: Eric Peterson

Title: General Manager/Safety Manager

of Years with the Firm: 13

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing

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

Check All Relevant Experience:

Projects for Higher Education Owners Laboratory Renovations Clinical / Medical Environment

General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades

Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Overhead Doors Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Landscaping Fencing Earthwork / Site Work Demolition Painting

ATTACH RESUME Yes

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

Agency's contact: Name Arturo Cardona **Title** Project Manager

Telephone: 505-401-9133 Email Address: arturocardona@gmail.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 Lydia Piper **Title** US District Court Project Manager

Telephone: 505-348-2088 Email Address: Lpiper@nmcourt.fed.us



Eric Peterson

8516 Calle Alameda NE
Albuquerque, NM 87113
(505) 924 - 0455
epeterson@primebuilders.com

Professional Summary

Eric has been with Prime Builders since its inception in 2010 as the General Manager. He will take on the role of Project Manager on unique projects that he feels require an extra level of attention to detail. Prior to Prime Builders, Eric was the founder and President of Builders Choice Painting. This company was founded in 1998 as a high quality, volume painting company with many divisions including a growing General Construction division. As the economy turned and the need for painting subcontractors decreased, Eric focused on construction rather than being a subcontractor in the painting field. In 2010, when Prime Builders was formed as a stand-alone General Construction company, Eric devoted the majority of his time to help develop this new company. After Builders Choice Painting closed in December of 2013, Prime Builders acquired all of the high-quality employees such as carpenters, painters, estimators, project managers and office staff for the new company with a focus on quality craftsmanship and attention to detail. This effort has led to the award of a 5-year GSA construction contract, a CES JOC contract as well as many other projects for many other satisfied customers in the community.

Skill, Training & Certification Highlights

- NM GB-98
- HSPD12 Clearance
- OSHA 30 Certified
- FBI Background Clearance
- USMS Clearance
- UNMH EC Training Completion

Past Project Experience

- NMRCFL for the FBI @ UNM
- Dennis Chavez Federal Building – Abatement and buildout of 22,000 sq. ft. space for the VBA
- Dennis Chavez Federal Building – ISA for FDA
- VA Hospital – Emergency Sewer Replacement
- United States Court of Appeals – Public signage replacement at two federal courthouses
- Lovelace Medical Center – 2nd Floor Pain Clinic Remodel
- Lovelace Medical Center – 5th Floor Pulmonary Clinic Expansion
- UNMH – 2nd Floor ACC Neurology Department Remodel
- UNM Maxwell Museum of Anthropology – Halon 1301 Replacement
- UNM Zollinger Library Elevator Addition and Mechanical Upgrades

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: University of New Mexico

Agency / Client Name: Office of University Legal Counsel

Project Name: Legal Counsel Remodel Suite 208

Project Number: PDC19183/PDC626 **Project Value:** \$162,311.30

Achieved or Anticipated Final Acceptance after January 1, 2021 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 (%): 20%
(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)

Renovation of Suite 209 to add additional office space for the Office of University Counsel. Trades involved included
demolition, framing and drywall, acoustical ceiling, flooring, asbestos abatement, concrete cutting, doors and door
frames, storefront windows, mechanical, and electrical.

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 Jaime Orona **Title** UNM PDC Associate Project/Construction Manager

Telephone: 505-321-1143 Email Address: jlorona@unm.edu

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

Legal Counsel Remodel Suite 208 Project Description

This project involved renovating the office suite of the UNM Legal Counsel department to add additional office space for the Office of University Counsel. The work included selective demolition of existing interior elements including limited removal of existing partitions. During demolition of the existing flooring, asbestos was discovered which had to be abated before work could continue. After abatement was complete we proceeded with new flooring, new framed walls and drywall, new door openings which required cutting through fourteen inches of concrete walls, mechanical, and electrical work. This project included Value Engineered options for mechanical components and light fixtures. This project required excellent communication with the customer regarding updates regarding the abatement and other scheduling information. The space was intermittently occupied so coordination with our contact in the space was critical. The final result was so satisfactory for the client that the staff wants additional renovations to be completed in the area. We hope to continue to update this space soon.

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: University of New Mexico

Agency / Client Name: Health Sciences Rio Rancho Campus

Project Name: HSRR Sim Lab Expansion

Project Number: PRO-JOCA-3966-21 **Project Value:** \$300,280.51

Achieved or Anticipated Final Acceptance after January 1, 2021 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 (%): 20%
(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)

Reconfigure existing classrooms into new simulation training space for nursing students. The work involved demolition,
new walls, repaired ceilings, paint, flooring, medical air/vacuum, plumbing, HVAC, electrical, low voltage, and audio
visual components.

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 Marisol Greene **Title** Director, Facilities Planning - HSC

Telephone: 505-272-4450 Email Address: mmgreene@salud.unm.edu

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

HSRR Sim Lab Expansion Project Description

This project involved converting existing classroom spaces into a high tech simulation lab for nursing students. The lab provides an interactive space where students practice real-life scenarios with actual medical equipment while instructors observe from a control room. We created spaces for 8 hospital beds, complete with functioning headboards with medical gas and all necessary accessories. This project required collaboration with the architect and nursing school staff as there were many specific, technical components to this design. The school was occupied and functioning during construction, and we took special care to contain dust and debris and minimize disruption to staff and students.

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: University of New Mexico

Agency / Client Name: UNM Athletic Department

Project Name: Tow Diehm Athletic Facility Office Shower

Project Number: PRO-JOCA-3717-21 **Project Value:** \$203,088.13

Achieved or Anticipated Final Acceptance after January 1, 2021 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 (%): 20%
(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)
Renovation of Office 225 into a locker room and shower. Trades involved in this project were demolition, framing and drywall, doors and door frames, acoustical ceiling, paint, ceramic tile, casework, plumbing/HVAC, and electrical.

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 Greg Skinner **Title** UNM PDC Associate Project/Construction Manager

Telephone: 505-270-7298 Email Address: skinnerg@unm.edu

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

Tow Diehm Athletic Facility Office Shower Project Description

This project involved renovating an office suite on the second floor of the Tow Diehm Athletic Facility into a locker room and shower for the personal use of the UNM Lobos football head coach. The work consisted of selective demolition of existing interior elements including limited removal of existing partitions and complete removal of existing ceilings, limited doors and door frames with hardware, and glazing work. New gypsum board was installed on new metal framed walls and ceilings. New casework was installed to create a locker room space and a private shower and toilet were installed, which included new finishes, tile work, paint, electrical, plumbing, and HVAC. This project required extensive communication and coordination with the customer. The project space was directly adjacent to the coach's office which needed to remain functional. We created temporary barriers to separate the construction area and to minimize disruption. The customer was happy with the final outcome of the project.

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: University of New Mexico

Agency / Client Name: Bratton Law School

Project Name: Bratton Wellness Renovation

Project Number: PDC19089 **Project Value:** \$180,977.31

Achieved or Anticipated Final Acceptance after January 1, 2021 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 (%): 20%
(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)

Reconfiguration of an existing office and meeting area into a fitness and meditation room. The work consisted of
removal of walls, doors and finishes in the work area. The new work consisted of addition of walls, doors, new finishes,
and reworking the existing mechanical and electrical for the new layout.

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 Maria Probasco **Title** UNM PDC Project/Construction Manager

Telephone: 505-288-8220 Email Address: mprobasco@unm.edu

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

Bratton Wellness Renovation Project Description

This project involved reconfiguring an area consisting of offices and meeting rooms into a space containing a workout room, a meditation room, and a changing area within the law school. The law school was in session and remained functional while the construction work occurred. We created temporary barriers to contain dust and debris and to minimize disruption to surrounding areas. The work for this project included creating a new storefront entrance, reconfiguring walls, and upgrading the space to accommodate fitness equipment. Special gym flooring was installed and a meditation room was created, which contained lighting controls and custom resin panels to promote a calm environment. Challenges were introduced with this project as it occurred when the Covid pandemic was beginning. There were a few occasions when the building had to be closed with little notice, due to positive cases. We complied with the University's and the State's requirements while maintaining the project schedule. The customer was thrilled with the final outcome of the project.

Appendix H – Comparable Construction Experience General Construction Projects

Applicable to Firms Submitting a Proposal for General Construction Contracts

Proponent's Name: Lovelace UNM Rehabilitation Hospital

Agency / Client Name: Lovelace UNM Rehabilitation Hospital

Project Name: Patient Room Refresh

Project Number: 177820 **Project Value:** \$967,393.99

Achieved or Anticipated Final Acceptance after January 1, 2021 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 (%): 20%
(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)

Renovate 13 double occupancy patient rooms. Work includes demolition, framing and drywall, windows and frames,
widening doorways, stucco repair, casework, ceramic tile, floor seal, paint, plumbing, and electrical.

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 Elizabeth Beaulac **Title** Controller

Telephone: 505-727-4725 Email Address: elizabeth.sambrano@lovelace.com

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

Lovelace Rehab Patient Room Refresh Project Description

This project involved renovating and upgrading 13 double occupancy patient rooms in the Lovelace Rehab Hospital. The hospital is only able to shut down 2 rooms at a time, so we worked in 7 phases to complete a set of rooms from start to finish, then proceeded to the next set. The work included demolishing existing casework, fixtures, flooring and installing new and upgraded cabinetry, vanities, flooring, and bathroom fixtures. This project involved extensive communication with hospital staff to ensure all hospital needs were met and that hospital specific safety protocols were followed. The customer is very satisfied with our work. This is the second set of rooms we have remodeled in this hospital, as we completed 9 rooms last year. We are also on track to work on 12 more rooms next year.

Appendix K – Indefinite Quantity Contract Experience

General

1. Agency Name: UNM Job Order Contract
2. Contract Number: PRO-JOCA-2032-20

Reference Information

3. Reference Name, Position: Bruce Cherrin, Chief Procurement Officer
4. Address: 1700 Lomas Blvd NE, Suite 2600
5. City, State, Zip Code: Albuquerque, NM 87106
6. Phone Number: 505-277-1740
7. Email Address: cherrin@unm.edu

Contract Time:

8. Potential Maximum Time:* 3 years
9. Award Date: 7/1/2020
10. Expiration/Termination Date(or still active): Still active until 6/30/2023

Contract Amounts:

11. Potential Maximum Amount:** \$10,000,000.00
12. Total Amount of Work Issued (\$): \$3,139,925.00
13. Total Number of Job Orders Issued (#): 46

Key Personnel

14. Name and Position: Paul Serda, Project Manager
15. Name and Position: Taylor Peterson, Project Coordinator
16. Name and Position: Guillermo Jimenez, Superintendent
17. Name and Position: Meryl Linely, Office Administrator
18. Yes or No, Did any of the key personnel proposed for this contract work on the contract referenced? Yes
19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

***Potential Maximum Time** shall mean 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

Appendix K – Indefinite Quantity Contract Experience

General

1. Agency Name: UNM On Call
2. Contract Number: PRO-CCA-2269-20

Reference Information

3. Reference Name, Position: Bruce Cherrin, Chief Procurement Officer
4. Address: 1700 Lomas Blvd NE, Suite 2600

5. City, State, Zip Code: Albuquerque, NM 87106
6. Phone Number: 505-277-1740
7. Email Address: cherrin@unm.edu

Contract Time:

8. Potential Maximum Time:* 4 years
9. Award Date: 6/22/2020
10. Expiration/Termination Date(or still active): Still active until 6/21/2023

Contract Amounts:

11. Potential Maximum Amount:** \$10,000,000.00
12. Total Amount of Work Issued (\$): \$100,719.90
13. Total Number of Job Orders Issued (#): 1

Key Personnel

14. Name and Position: Paul Serda, Project Manager
15. Name and Position: Taylor Peterson, Project Coordinator
16. Name and Position: Guillermo Jimenez, Superintendent
17. Name and Position: Meryl Linley, Office Administrator
18. Yes or No, Did any of the key personnel proposed for this contract work on the contract referenced? Yes
19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

***Potential Maximum Time** shall mean 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

Appendix K – Indefinite Quantity Contract Experience

General

1. Agency Name: General Services Administration
2. Contract Number: 47PH0818D0024

Reference Information

3. Reference Name, Position: Samuel Lopez, Supervisory Project Manager
4. Address: 721 Golde Ave SE, Suite 400

5. City, State, Zip Code: Albuquerque, NM 87102
6. Phone Number: 505-248-7357
7. Email Address: samuel.lopez@gsa.gov

Contract Time:

8. Potential Maximum Time:* 5 years
9. Award Date: 5/23/2019
10. Expiration/Termination Date(or still active): Still active until 2024

Contract Amounts:

11. Potential Maximum Amount:** \$25,000,000.00
12. Total Amount of Work Issued (\$): \$3,316,408.00
13. Total Number of Job Orders Issued (#): 38

Key Personnel

14. Name and Position: Eric Peterson, Project Manager
15. Name and Position: Juan Grande, Superintendent
16. Name and Position: Leila Armstrong, Project Coordinator
17. Name and Position: Meryl Linley, Office Administrator
18. Yes or No, Did any of the key personnel proposed for this contract work on the contract referenced? Yes

19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

***Potential Maximum Time** shall mean 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

Appendix K – Indefinite Quantity Contract Experience

General

1. Agency Name: General Services Administration
2. Contract Number: GS07P14HHD0018

Reference Information

3. Reference Name, Position: Samuel Lopez, Supervisory Project Manager
4. Address: 721 Gold Ave SE, Suite 400

5. City, State, Zip Code: Albuquerque, NM 87102
6. Phone Number: 505-248-7357
7. Email Address: samuel.lopez@gsa.gov

Contract Time:

8. Potential Maximum Time:* 5 years
9. Award Date: 4/10/2014
10. Expiration/Termination Date(or still active): 4/10/2019

Contract Amounts:

11. Potential Maximum Amount:** \$10,000,000.00
12. Total Amount of Work Issued (\$): \$4,758,651.67
13. Total Number of Job Orders Issued (#): 34

Key Personnel

14. Name and Position: Eric Peterson, Project Manager
15. Name and Position: Paul Serda, Project Manager
16. Name and Position: Juan Grande, Superintendent
17. Name and Position: Guillermo Jimenez, Superintendent
18. Yes or No, Did any of the key personnel proposed for this contract work on the contract referenced? Yes
19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

*Potential Maximum Time shall mean 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

Appendix K – Indefinite Quantity Contract Experience

General

1. Agency Name: State of New Mexico General Services Department
2. Contract Number: 10-35000-20-08697AN

Reference Information

3. Reference Name, Position: Anna Silva, Director Facilities Management Division
4. Address: 2542 Cerrillos Road

5. City, State, Zip Code: Santa Fe, NM 87505
6. Phone Number: 505-827-2141
7. Email Address: anna.silva@state.nm.us

Contract Time:

8. Potential Maximum Time:* 3 years
9. Award Date: 7/20/2021
10. Expiration/Termination Date(or still active): Still active until 6/12/2023

Contract Amounts:

11. Potential Maximum Amount:** \$12,500,000.00
12. Total Amount of Work Issued (\$): \$0
13. Total Number of Job Orders Issued (#): We have not had the opportunity to do work under this contract yet.

Key Personnel

14. Name and Position: Paul Serda, Project Manager
15. Name and Position: Eric Peterson, Project Manager
16. Name and Position: Guillermo Jimenez, Superintendent
17. Name and Position: Juan Grande, Superintendent
18. Yes or No, Did any of the key personnel proposed for this contract work on the contract referenced? Yes

19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

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

****Potential Maximum Amount** shall be the sum of the potential Maximum for the base term and all possible option terms

Expressed as a dollar amount.

Appendix L – Price Proposal

University of New Mexico

BID FOR JOB ORDER CONTRACT (PRICE PROPOSAL)

Date of Bid: 11/17/2022

New Mexico State Contractor's License No. 365323

Resident Contractor's Preference Certificate No. L0781423024

Contractor's New Mexico Gross Receipts Tax No. 03-180206-00-0

Contractor's Federal Employee Identification No. 27-1775195

Dept. Workforce Solutions Registered Contractors Number 002496820120723

UNM _____

Request for Proposals No. RFP-2379-23

Bid (Price Proposal) of (company name): Prime Builders LLC
(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? Whenever possible - the majority of everything we order is from NM businesses.

Business Size / Classification:

Small Business Concern

Disadvantaged Business Concern

Large Business Concern

Women Owned Business Concern

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

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

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

PART 1: SCHEDULE OF PRICES:

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

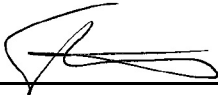
Has the Part 1: Schedule of Prices been attached to this Appendix L: Yes No

PART 2: SIGNATURES

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

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

Respectfully Submitted,

By:(Authorized Signature)  Date: 11/17/2022

By:(Same Name, Printed or Typed) Eric Peterson

Title: General Manager

Company: Prime Builders LLC

Address: PO Box 91480, Albuquerque, NM

Zip: 87199

Phone: 505-924-0455 Fax: 505-898-9293 Email: epeterson@primebuildersnm.com

(Affix Corporate Seal if response by Corporation):

Part 1 Schedule of Prices

Attach this schedule of Prices to Appendix L

OFFEROR'S NAME: Prime Builders

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 proposed 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%)	1.34		
	Other Than Normal Working Hours (30%)	1.37		
	Non Pre-Priced (10%)	1.34		
	Award Criteria Figure	1.3490	0.0000	0.0000
Northern New Mexico Branch Campuses	Normal Working Hours (60%)	1.365		
	Other Than Normal Working Hours (30%)	1.38		
	Non Pre-Priced (10%)	1.365		
	Award Criteria Figure	1.3695	0.0000	0.0000
Southern New Mexico Branch Campuses	Normal Working Hours (60%)	1.365		
	Other Than Normal Working Hours (30%)	1.38		
	Non Pre-Priced (10%)	1.365		
	Award Criteria Figure	1.3695	0.0000	0.0000

NOTES TO OFFERERS

1. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.

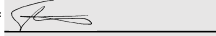
2. The Non Pre-Priced Adjustment Factor must be greater than or equal to 1.000

3. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the owner that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.

4. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being Performed.

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

By: Authorized Signature:



By: Same Name and title Printed or typed:

Eric Peterson

Date:

11/17/2022

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 proposed 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%)	1.467		
	Other Than Normal Working Hours (30%)	1.517		
	Non Pre-Priced (10%)	1.467		
	Award Criteria Figure	1.4820	0.0000	0.0000
Region #2	Normal Working Hours (60%)	1.44		
	Other Than Normal Working Hours (30%)	1.465		
	Non Pre-Priced (10%)	1.44		
	Award Criteria Figure	1.4475	0.0000	0.0000
Region #3	Normal Working Hours (60%)	1.467		
	Other Than Normal Working Hours (30%)	1.517		
	Non Pre-Priced (10%)	1.467		
	Award Criteria Figure	1.4820	0.0000	0.0000
Region #4	Normal Working Hours (60%)	1.467		
	Other Than Normal Working Hours (30%)	1.517		
	Non Pre-Priced (10%)	1.467		
	Award Criteria Figure	1.4820	0.0000	0.0000
Region #5	Normal Working Hours (60%)	1.517		
	Other Than Normal Working Hours (30%)	1.567		
	Non Pre-Priced (10%)	1.517		
	Award Criteria Figure	1.5320	0.0000	0.0000

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: US Women's Chamber of Commerce

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: Small Business Administration

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)
09/27/2022

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Assurance 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600	CONTACT NAME: Rick Lackey PHONE (A/C, No, Ext): (505) 265-8481 FAX (A/C, No): (505) 266-3500 E-MAIL ADDRESS: Rlackey@westernassurance.com																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B :</td> <td>Builders Trust</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Cincinnati Insurance Company	10677	INSURER B :	Builders Trust		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A :	Cincinnati Insurance Company	10677																			
INSURER B :	Builders Trust																				
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Prime Builders LLC PO Box 91480 Albuquerque NM 87199																					

COVERAGES**CERTIFICATE NUMBER:** 22/23 Master w/Forms**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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSD	WVD						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EPP0332926	06/15/2022	06/15/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:		Y					MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								PERSONAL & ADV INJURY
OTHER:					GENERAL AGGREGATE	\$ 2,000,000			
					PRODUCTS - COMP/OP AGG	\$ 2,000,000			
A	AUTOMOBILE LIABILITY			EPP0332926	06/15/2022	06/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>		EPP0332926	06/15/2022	06/15/2023	Uninsured motorist	\$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>					COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 4,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>					AGGREGATE	\$ 4,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC1000005783	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
									E.L. DISEASE - POLICY LIMIT

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

Project: North Meteorites & Museums Silver Family Renovation

CERTIFICATE HOLDER**CANCELLATION**

The Regents of the University of New Mexico, the University of New 700 Lomas Blvd NE #2600 MSC01 1240 Albuquerque NM 87131-0001	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS
AND AUTOMATIC WAIVER OF SUBROGATION
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

(1) 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

(2) 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; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in*

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This 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 surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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 the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

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

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or
- 2. 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.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H.** **Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure To Disclose Hazards.....	9
3. Damage To Premises Rented To You.....	9
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations.....	10
7. Waiver Of Subrogation.....	11
8. Automatic Additional Insured - Specified Relationships:.....	11
• Managers Or Lessors Of Premises;	
• Lessor Of Leased Equipment;	
• Vendors;	
• State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises; and	
• Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment.....	14
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services.....	15
11. Broadened Notice Of Occurrence.....	15
12. Nonowned Aircraft.....	15
13. Bodily Injury Redefined.....	15
14. Expected Or Intended Injury Redefined.....	15
15. Former Employees As Insureds.....	15
16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage.....	16
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property.....	17
18. Alienated Premises.....	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage To Premises Rented To You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500

b. Loss Of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)

Limits Of Insurance

Coverage a.

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody Or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages:**

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who Is An Insured** is replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) 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 interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits Of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a.** Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b.** Interpreting the "employee benefit programs";
- c.** Handling records in connection with the "employee benefit programs"; or
- d.** Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage To Premises Rented To You Limit** as described in **Section III - Limits Of Insurance.**

b. The insurance provided under **Section I - Coverage A - Bodily Injury And Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

- 2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (iii) Water under the ground surface pressing on, or flowing or seeping through:

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage To Premises Rented To You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph 5. above, the **Damage To Premises Rented To You** Limit is the most we will pay under **Coverage A - Bodily Injury And Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in **Section B. Limits Of Insurance, 3. Damage To Premises Rented To You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A And B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits Of Insurance, 4.a.** Bail Bonds of this endorsement 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.

- b. Paragraph 4. is replaced by the following:

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 the limit shown in **Section B. Limits Of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits Of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after

you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to 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). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- 6) Demonstration, installation, servicing

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part

or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) 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
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described

in Paragraph 8.a.(1) of this endorsement; or

- (2) 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.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage To Property** under **Sec-**

tion I - Coverage A - Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits Of Insurance, 9. Property Damage To Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

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

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:
- 1) The "property damage" takes place in the "coverage territory"; and
 - 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions**, except for **j. Damage To Property**, paragraphs (3), (4), (5) and (6), **k. Damage To Your Product**, and **l. Damage To Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody Or Control Liability Coverage** in this endorsement only:

(1) **Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which **Care, Custody Or Control Liability Coverage** provides cover-

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;

(b) The **Care, Custody Or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody Or Control Liability Coverage**;

because of all "property damage" arising out of any one "occurrence".

(3) The **Voluntary Property Damage Coverage**, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) **Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2.j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury And Property Damage Liability** does not apply if the premises are "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "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 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
- b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
- c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. Fellow Employee is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. 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 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; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. 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, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

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

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition 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. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H. "Insured contract", 1.c.** is deleted in its entirety and replaced by the following:
 - c. An easement or license agreement;
2. **SECTION V - DEFINITIONS, H. "Insured contract", 2.a.** is deleted.



WAIVER OF SUBROGATION

Insured Name: PRIME BUILDERS, LLC
Insured Policy Number: WC100-0005783-2022A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/8/2021

Countersigned by Randy L. Alvin

Agency Number: 26 – 30
Agency Name: Western Assurance Corporation

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: **PRIME BUILDERS LLC**

DBA: **PRIME BUILDERS LLC**
PO BOX 91480
ALBUQUERQUE, NM 87199-1480

Expires: **12-Feb-2024**

Certificate Number:

L0781423024



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

EXHIBIT B

SMALL AND SMALL DISADVANTAGED BUSINESS CERTIFICATION

The University of New Mexico participates in the Government's Small and Small Disadvantaged Business programs. This requires written certification from our suppliers and contractors as to their business status. Please furnish the information requested below.

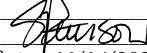
- 1.0 Small Business – An enterprise independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration. See 13 CFR 121.201
- 1.a Small Disadvantaged Business – a Small Business Concern owned and controlled by socially and economically disadvantaged individuals; and
- (1) Which is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals and
 - (2) Whose management of daily operations is controlled by one or more such individuals. The contractor shall presume Black Americans, Hispanic Americans, Native Americans (such as American Indians, Eskimos, Aleuts and Native Hawaiians), Asian-Pacific Americans and other minorities or any other individual found to be disadvantaged by the Administration pursuant to Section 8 (a) of the Small Business Act and
 - (3) Is certified by the SBA as a Small Disadvantaged Business.
- 1.b Women-Owned Business Concern – A business that is at least 51% owned by a woman or women who also control and operate it. Control in this context means exercising the power to make policy decisions. Operate in this context means being actively involved in the day-to-day management.
- 1.c HUBZone Small Business Concern – A business that is located in historically underutilized business zones, in an effort to increase employment opportunities, investment and economic development in those areas as determined by the Small Business Administration's (SBA) List of Qualified HUBZone Small Business Concerns.
- 1.d Veteran-Owned Small Business Concern – A business that is at least 51% owned by one or more veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more veterans and the management and daily business operations of which are controlled by one or more veterans.
- 1.e Service Disabled Veteran-Owned Small Business – A business that is at least 51% owned by one or more service disabled veterans; or in the case of any publicly owned business, at least 51% of the stock of which is owned and controlled by one or more service disabled veterans and the management and daily business operations of which are controlled by one or more service disabled veterans. Service disabled veteran means a veteran as defined in 38 U.S.C. 101(2) with a disability that is service connected as defined in 13 U.S.C. 101(16).

Company Name: Prime Builders Telephone: 505-924-0455
Street Address: 8516 Calle Alameda NE County: Bernalillo
City: Albuquerque State & Zip: NM, 87113
Is this firm a (please check): Division Subsidiary Affiliated? Primary NAICS Code: 236220
If an item above is checked, please provide the name and address of the Parent Company below:

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:



Date 11/14/2022 President

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 or you may contact the SBA Government Contracting Office at 817-684-5301. (Rev. 6/2002)