

Appendix K – Indefinite Quantity Contract Experience

General

- 1 Agency Name: University of New Mexico
- 2 Contract #: PROC 000422

Reference Information

- 3 Reference Name, Position: Ronald R. Mattingly, Contract Administrator (retired)
- 4 Address: UNM Business Center, Suite 2600
- 5 City, State Zip Code: Albuquerque, NM 87131
- 6 Phone Number: (505) 277-2036
- 7 E-mail Address: rmattingly@unm.edu

Contract Time:

- 8 Potential Maximum Time:* 4 years - 2012-2016
- 9 Award Date: 8/3/2012
- 10 Expiration / Termination Date (Or Still Active): 7/31/2016

Contract Amounts:

- 11 Potential Maximum Amount:** \$2,000,000.00
- 12 Total Amount of Work Issued (\$): \$ 750,000.00
- 13 Total Number of Job Orders Issued (#): _____

Key Personnel

- 14 Name and Position: Brian Orona, Service Manager
- 15 Name and Position: Patrick 'Pat' Perea, Foreman
- 16 Name and Position: Douglas Patterson, Service Technician
- 17 Name and Position: Michael Vigil, Journeyman Electrician
- 18 Yes or No, Did Any of the Key Personnel Proposed for the Naperville Contract Work on this Contract? No
- 19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:
- _____
- _____
- _____

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

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

Appendix K – Indefinite Quantity Contract Experience

General

1 Agency Name: Cooperative Educational Services (CES)

2 Contract #: Several over 15 years

Reference Information

3 Reference Name, Position: Robin Strauser

4 Address: 10601 Research Rd SE

5 City, State Zip Code: Albuquerque, NM 87123

6 Phone Number: (505) 344-5470

7 E-mail Address: robin@ces.org

Contract Time:

8 Potential Maximum Time:* 4 years

9 Award Date: _____

10 Expiration / Termination Date (Or Still Active): still active

Contract Amounts:

11 Potential Maximum Amount:** _____

12 Total Amount of Work Issued (\$): \$ 3,500,000 over several contracts

13 Total Number of Job Orders Issued (#): over 10

Key Personnel

14 Name and Position: Ray Moya, Vice President

15 Name and Position: Patrick 'Pat' Perea, Foreman

16 Name and Position: Michael Vigil, Journeyman Electrician

17 Name and Position: _____

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

19 If Answer to Above Question is "Yes," and if Those Individuals are NOT Listed as a Key Personnel Above, List the Name and Position Below:

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

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

Appendix I – Comparable Construction Experience Mechanical, Electrical, and Plumbing (MEP) Projects

Applicable to Firms Submitting a Proposal for the Mechanical, Electrical, and Plumbing (MEP) Contract

Proponent's Name: Cupertino Electric Inc.

Agency / Client Name: Meta Facebook

Project Name: IBOS

Project Number: 22-005 Project Value: \$4.8 million

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

Company Role: Sub Contractor Prime / JV Contractor

Agency: Public Private

Location: On a UNM Campus Within State of New Mexico

Estimated Self Performance (%): 100%
(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

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

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

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

Provide and install electrical main distribution panels, branch panels, and associated raceway, wire, junction boxes, testing and termination.

Provide and install LED lighting design, fixtures and terminations.

Provide and install LED Parking Lot lighting and raceway.

Provide and install all raceways for Security, Fire Alarm, and Network systems.

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 Anthony Held Title Senior Project Manager

Telephone: (562) 852-1766 Email Address: anthony_held@CEI.com

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

Appendix B – Contractor’s Statement of Qualification

1. ORGANIZATION

Name: Prime Electric, Inc.

Address: 3312 Girard Blvd NE, Albuquerque, NM 87107

Principal Office: same

Corporation Partnership Sole Proprietorship Joint
Venture
 Other

a. How many years has your organization been in business as a contractor? 24 years

b. How many years has your organization been in business under its present business name? 24 years

c. Under what other or former names has your organization operated? n/a

d. Department of Work Force Solutions Contracting Registration # 1635720141022

Effective Dates: 10/24/2022 to 10/24/2024

e. Submit FEIN and Dunn & Bradstreet report.

FEIN 85-0455117

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

g. Felony Conviction Notice: Indicate if the supplier n/a

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

h. Describe any debarment or suspension actions taken against supplier
n/a

2. LICENSING

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

Weldon Claunch II & Raymond A. Moya

- b. License Classification: EE98, EL01, GB98 License Code: _____
- c. License Number: 80707
- d. Issue Date: _____ Expiration Date: 09/30/2025
- 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: L0499465904 Jurisdiction: State of New Mexico
Name of License Holder, exactly as it appears on file with jurisdictional authorities.
Prime Electric, Inc.
Issue Date: _____ Expiration Date: _____
 - License Number: BRC-2002-287126 Jurisdiction: City of Albuquerque
Name of License Holder, exactly as it appears on file with jurisdictional authorities.
Prime Electric, Inc.
Issue Date: 03/01/2022 Expiration Date: 02/28/2023
 - 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: 66C37 Issue Date: _____
Name of number holder, exactly as it appears on file with State Purchasing.
Prime Electric, Inc.
- h. Is your firm free from formal debarment from public works, federal, state or local jurisdictions?
 Yes No (attach explanation*)

3. CAPACITY AND CAPABILITY TO PERFORM THE WORK

a. Resources.

(1) Total number of current employees:		
Project Managers	4	
Estimators	3	

Superintendents	<u>2</u>
Foremen	<u>5</u>
Tradesmen	<u>16</u>
Administration	<u>7</u>
Others	<u> </u>

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

Yes

No

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

n/a

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

Average \$2,622,640 annually

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

3 year total \$2,510,975

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

Prime Electric market's itself through the daily contacts and outreach that is performed by ALL employees of the company. All employees of Prime Electric are "salespersons" within the company that seek new work and market share in the community on a daily basis. Active participation is organizations/associations and networking strategies with potential customers are continually ongoing. Prime Electric actively pursues work that is not just available to the public, but by marketing with individuals and companies that are "off the beaten path". Prime Electric is constantly meeting and offering services to building managers, contractors and owners in all areas where construction work is performed.

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

Prime Electric has always strived to be the very BEST electrical contractor in the marketplace. Being the best means the most successful and always giving the customer a 100% satisfaction quality project. Our warranty callbacks are very few, and when Prime has a warranty issue, it is taken care of in the most expeditious manner possible. The quality of work is second to none. Prime Electric has ALWAYS completed every job they have started and has ALWAYS given the owner the BEST job possible. Prime Electric can provide the necessary QUALITY manpower required and performs work in the most professional manner possible. Prime Electric's reputation is second to none in the industry and always make sure the owner is 100% satisfied with the end product. Timeliness and communication with all parties involved in the project are what makes Prime Electric superior in accomplishing the work required in the most cost effective and highest quality of work possible.

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

Prime Electric strives to be as environmentally responsible as it possibly can be. The use of products that are environmentally sound are a priority in construction a project. Energy efficient LED lighting and controls are always used where practical. Recycling during demolition, recycling of packaging materials and recycling of scrap construction materials is part of the construction process Prime Electric, implements. Prime Electric

will help obtain a LEED certification of any building project that meets the criteria of that certain project. Protection of the environment is paramount during the design and construction process

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

Material ordering is achieved through the direction of the project manager and procurement manager as necessary for any project. Once a project is under contract, materials are ordered, submittals are sent on to the approving authority for review, once approved the materials are released for manufacture and shipment and materials are tracked on a regular basis for shipping dates and completeness. Prime Electric will make every effort to make sure that orders are being handled in the most expeditious way possible with all parties (contractor, distributor, manufacturer, freight line, etc.). In this day of "supply chain issues" these challenges are ever increasing. Price escalation is also a big challenge in these times as well. Prime Electric will make every effort to make sure that the owner is appraised of the status of all material orders and price escalation due to material delays and shortages. Prime Electric will always seek out the best price possible by obtaining multi quotes from material suppliers. Others factors such as delivery status and warranty will also help determine what the best value for the customer is. Regarding payment terms, Prime Electric will take advantage of cash discounts from the suppliers on a regular basis. Prime Electric ALWAYS takes advantage of the cash discounts offered as an effort to keep costs low, obtain the most competitive prices available and pass the savings on to the owner by the discounts and terms afforded to the owner during the pricing and contractual process.

- (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: The Cincinnati Insurance Company
- b. Will this surety be used for the construction contract for this project?
 Yes
 No (attach explanation*)

Contact Agent: William W. Burke Jr. Telephone: (505) 377-4387

Years utilizing this surety: 12 years Maximum capacity: \$10M single, \$20M aggregate

Aggregate Total of current surety in force: \$0 in force, ALL \$20M aggregated is currently available

- c. Is the surety company to be used on this project licensed to do business in the State of New Mexico?
 Yes No (attach explanation*)
- d. 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*)

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

5. SAFETY

- a. Does your firm have a written safety program compliant with current state regulations?
 Yes No (attach explanation*)
(NOTE: Selected contractor will be required to provide a copy of their firm's written safety program at the time of contracting.)
- b. Provide the Recordable Incident Rate for the past calendar year: 0.99
- 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.

6. INSURANCE & CLAIMS HISTORY

- a. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer, is or was party?
 Yes No (attach explanation*)
- b. Has your firm during the past five (5) years been free of a determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity?
 Yes No (attach explanation*)
- c. Does your firm have the ability to provide the required insurance in the limit stated in the project documents?
 Yes No (attach explanation*)
- d. **Complete Attachment B** by providing a letter from an insurance carrier stating that the firm is able to obtain insurance in the limits required in the RFP.

7. QUALITY ASSURANCE

- a. Does your firm have a written Quality Assurance Program?
 Yes No (attach explanation*)
- b. **Complete Attachment C** by providing a copy of the written Quality Assurance Program.

10. **VALUE STATEMENT**

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

11. **CONTRACTOR'S COMMENTS**

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

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

Signature of authorized representative  _____

Printed or typed name Ray Moya

Title Vice President

Date 11/17/2022

Company name Prime Electric, Inc.

Address 3312 Girard Blvd NE

City/State/Zip Albuquerque, NM 87107

Telephone (505) 856-9500 Fax (505) 856-9400

Email rmoya@prime-electricusa.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)

LIVE REPORT

PRIME ELECTRIC, INC.

Tradestyle(s): -

ACTIVE SINGLE LOCATION

D-U-N-S Number: 04-438-3573
Phone: +1 505 856 9500

Address: 3312 Girard Blvd Ne, Albuquerque, NM, 87107, United States Of America
Web: www.prime-electricusa.com
Endorsement: PDF

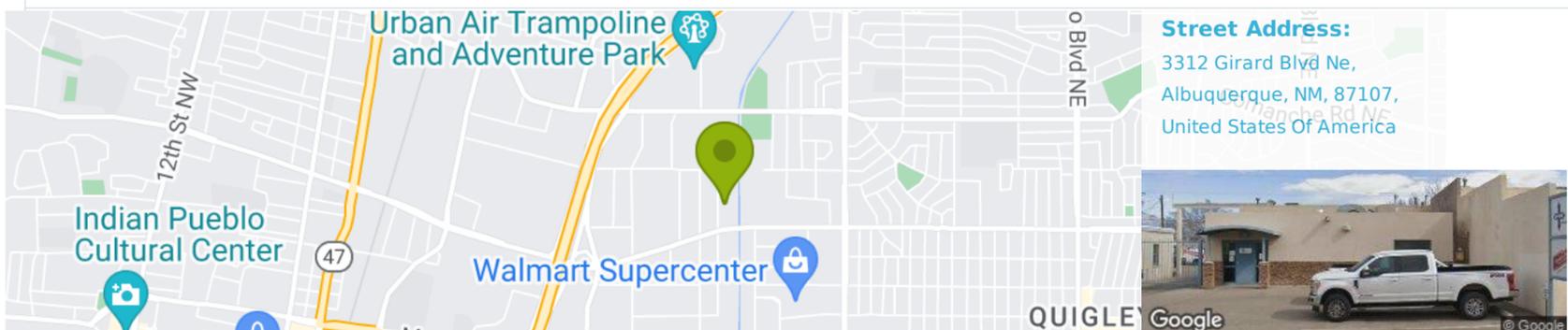
Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)

KDE Name		Current Status	Details
PAYDEX®	↓	78	3 days beyond terms
D&B Rating		1R2	1R indicates 10 or more Employees, Credit appraisal of 2 is good
Bankruptcy Found		● No	
Failure Score	↑	69	Low to Moderate Risk of severe financial stress.
Delinquency Score	↑	86	Low to Moderate Risk of severe payment delinquency.

COMPANY PROFILE

D-U-N-S 04-438-3573	Mailing Address UNITED STATES	Annual Sales 1,000,000
Legal Form Corporation (US)	Telephone +1 505 856 9500	Employees 20+
History Record Clear	Website www.prime-electricusa.com	Age (Year Started) 24 Years (1998)
Date Incorporated 09/02/1998	Present Control Succeeded 1998	Named Principal Weldon T Claunch, PRES-CEO
State of Incorporation NEW MEXICO		Line of Business Electrical contractor
Ownership Not publicly traded		SIC 17319903
		NAICS 238210



OVERALL BUSINESS RISK

Dun & Bradstreet thinks...



Overall assessment of this organization over the next 12 months:	Stable Condition
Based on the predicted risk of business discontinuation:	High Likelihood Of Continued Operations
Based on the predicted risk of severely delinquent payments:	Low Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION ⓘ

MAXIMUM CREDIT RECOMMENDATION

US\$ 75,000

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

FAILURE SCORE ⓘ (Formerly Financial Stress Score)

Company's Risk Level

LOW-MODERATE

Probability of failure over the next 12 months
0.14 %



Past 12 Months



DELINQUENCY SCORE ⓘ (Formerly Commercial Credit Score)

Company's Risk Level

LOW-MODERATE

Probability of delinquency over the next 12 months
1.93 %



Past 12 Months



VIABILITY RATING SUMMARY ⓘ

Viability Score



Data Depth Indicator

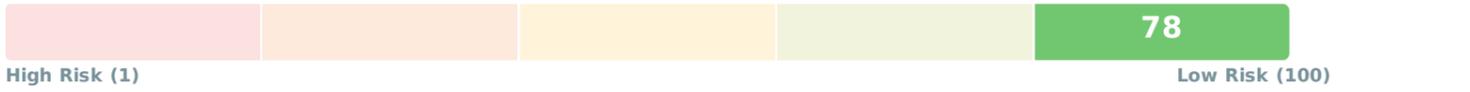


Portfolio Comparison



High Risk (9)	Low Risk (1)
Financial Data	Unavailable
Trade Payments	Available: 3+Trade
Company Size	Large: Employees:50+ or Sales: \$500K+
Years in Business	Established

D&B PAYDEX® ⓘ

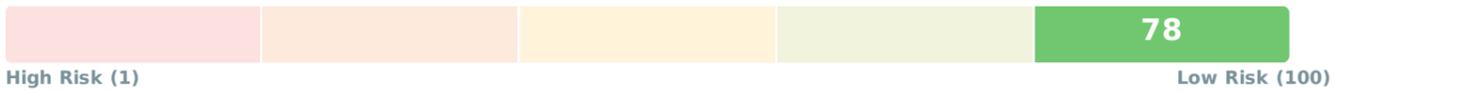


3 days beyond terms

Past 24 Months

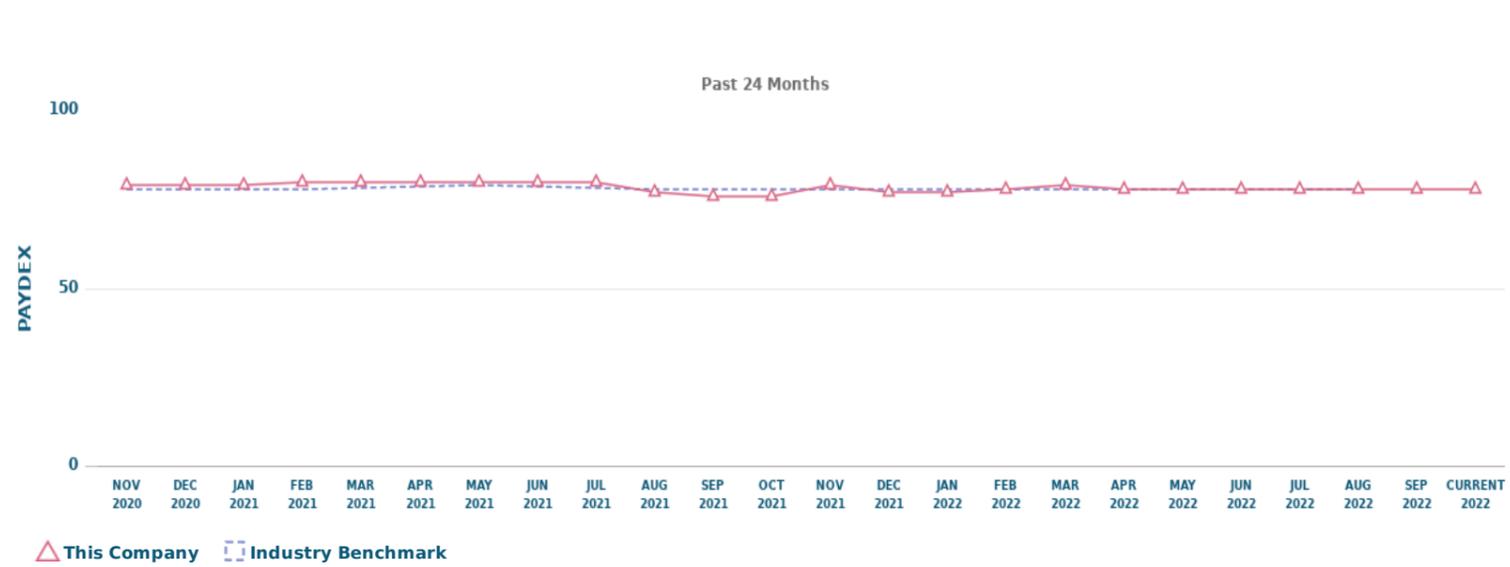


D&B PAYDEX - 3 MONTHS ⓘ



3 days beyond terms

PAYDEX® TREND CHART ⓘ



SBRI ORIGINATION



No SBRI Origination Score data is currently available.

D&B RATING ⓘ

Employee Size
1R: 10 employees and over

Risk Indicator
2: Low Risk

Current Rating as of 07/20/2020

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	5	09/12/2019

DETAILED TRADE RISK INSIGHT™

Days Beyond Terms
0 Days

3 Months
From Sep-22 to Nov-22



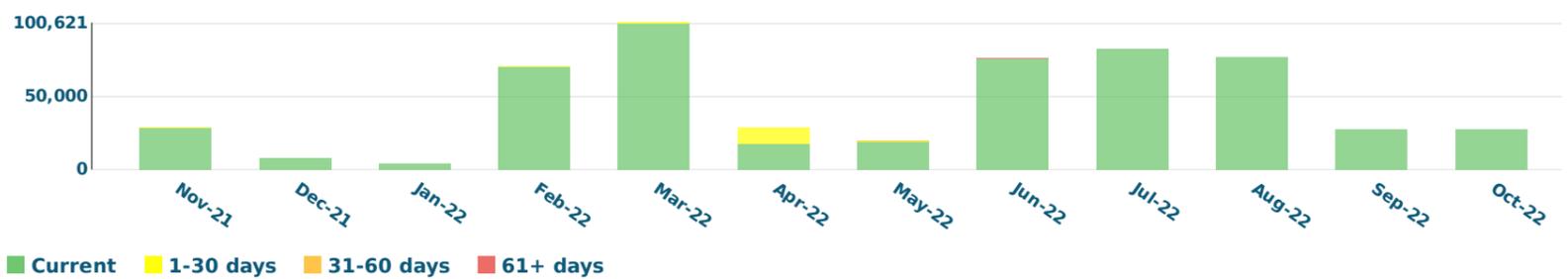
Dollar-weighted average of **11** payment experiences reported from **10** companies.

Recent Derogatory Events

Status	Sep-22	Oct-22	Nov-22
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

DETAILED TRADE RISK INSIGHT™ 13 MONTH TREND

Total Amount Current and Past Due -



FINANCIAL OVERVIEW - BALANCE SHEET

1. 07/12/2013
2. ()
Source: D&B

TRADE PAYMENTS

Highest Past Due:

0

Highest Now Owing 20,000	Total Trade Experiences 28	Largest High Credit 85,000
------------------------------------	--------------------------------------	--------------------------------------

FINANCIAL OVERVIEW - PROFIT AND LOSS

1. 07/12/2013
2. ()
Source: D&B

OWNERSHIP

This company is a Single Location.

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

ALERTS



There are no alerts for this D-U-N-S Number.

WEB & SOCIAL POWERED BY FIRSTRAIN



No Data Available

COUNTRY/REGIONAL INSIGHT



United States Of America

Near-term economic outlook has deteriorated as the Fed pursues aggressive rate hikes; damage from hurricane Ian expected to disrupt business continuity in and around Florida for weeks to come.

Risk Category



Available Reports

[Country Insight Snapshot \(CIS\)](#)

High-level view of a single country's cross-border risk exposure, with particular focus on the current political, commercial, and macroeconomic environments.

[Country Insight Report \(CIR\)](#)

In-depth analysis of the current risks and opportunities within a single country and its regional and global context.

STOCK PERFORMANCE

History

Daily High

52-Week High

Performance

P/E:

EPS:

Div/Yield

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

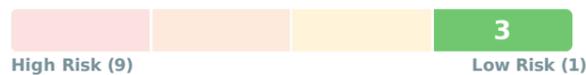
D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

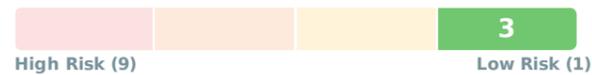
- Level of Risk: **Low Risk**
- Businesses ranked **3** have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked **3**: **15 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**



Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **Low Risk**
- Businesses ranked **3** within this model segment have a probability of becoming no longer viable: **3 %**
- Percentage of businesses ranked **3** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**



Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

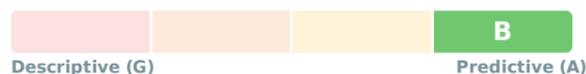
Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below.

Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.



Company Profile:

Company Profile Details:

- Financial Data: **False**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**

G

Financial Data

False

Trade Payments

Available:
3+Trade

Company Size

Large

Years in Business

Established

D&B PAYDEX



When weighted by amount, Payments to suppliers average days_beyond_terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

D&B 3 MONTH PAYDEX

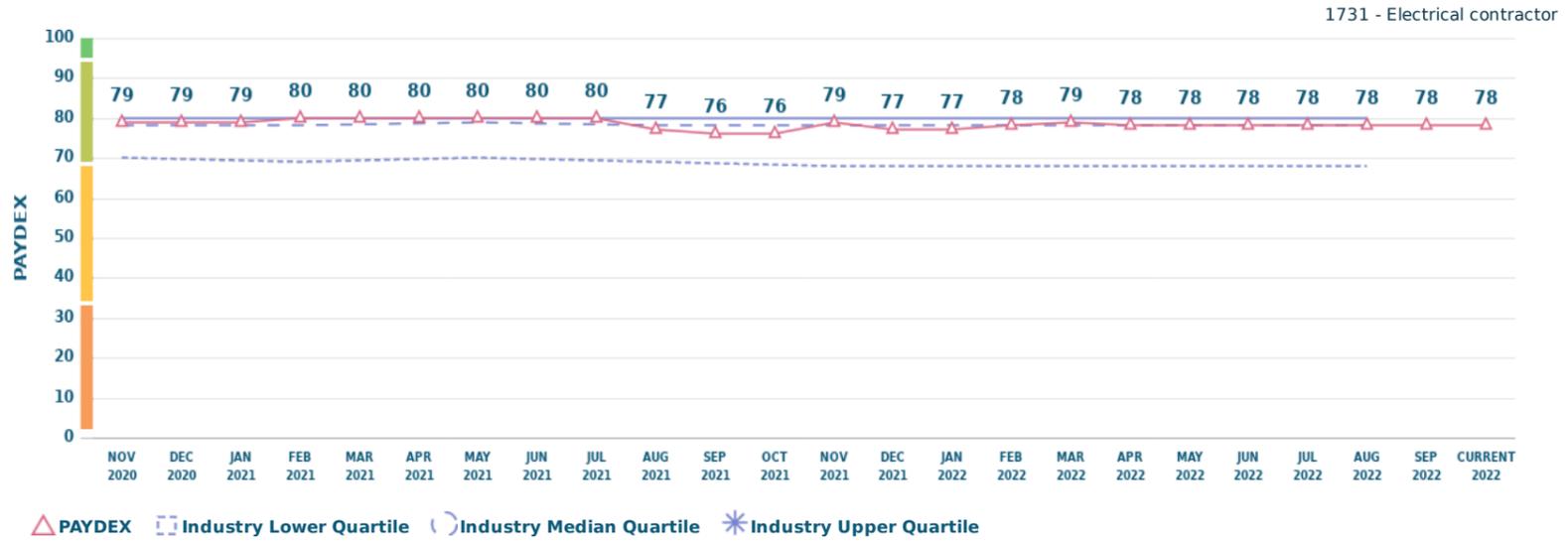


Based on payments collected 3 months ago.
When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78
Equals 3 Days Beyond Terms

Business and Industry Trends



Equals

D&B RATING

Current Rating as of 07/20/2020

Employee Size
1R : 10 employees and over

Risk Indicator
2 : Low Risk

Previous Rating

Employee Size
1R : 10 employees and over

Risk Indicator
3 : Moderate Risk

History since 03/04/2003

Date Applied	D&B Rating
03/02/2012	1R3
12/18/2008	3A3
01/15/2008	3A2
03/13/2007	2A2
03/16/2006	2A3

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

Overall Payment Behaviour
3
Days Beyond Terms

Highest Now Owing:
US\$ 20,000

% of Trade Within Terms
91%

Total Trade Experiences:
28
Largest High Credit:
US\$ 85,000
Average High Credit:
US\$ 5,280

Highest Past Due
US\$ 0

Total Unfavorable Comments :
0
Largest High Credit:
US\$ 0
Total Placed in Collections:
0
Largest High Credit:
US\$ 0

D&B PAYDEX



D&B 3 MONTH PAYDEX



High Risk (1)

Low Risk (100)

When weighted by amount, Payments to suppliers average days_beyond_terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

Equals 3 Days Beyond Terms

High Risk (1)

Low Risk (100)

Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 3 days beyond terms

- High risk of late payment (Average 30 to 120 days beyond terms)
- Medium risk of late payment (Average 30 days or less beyond terms)
- Low risk of late payment (Average prompt to 30+ days sooner)

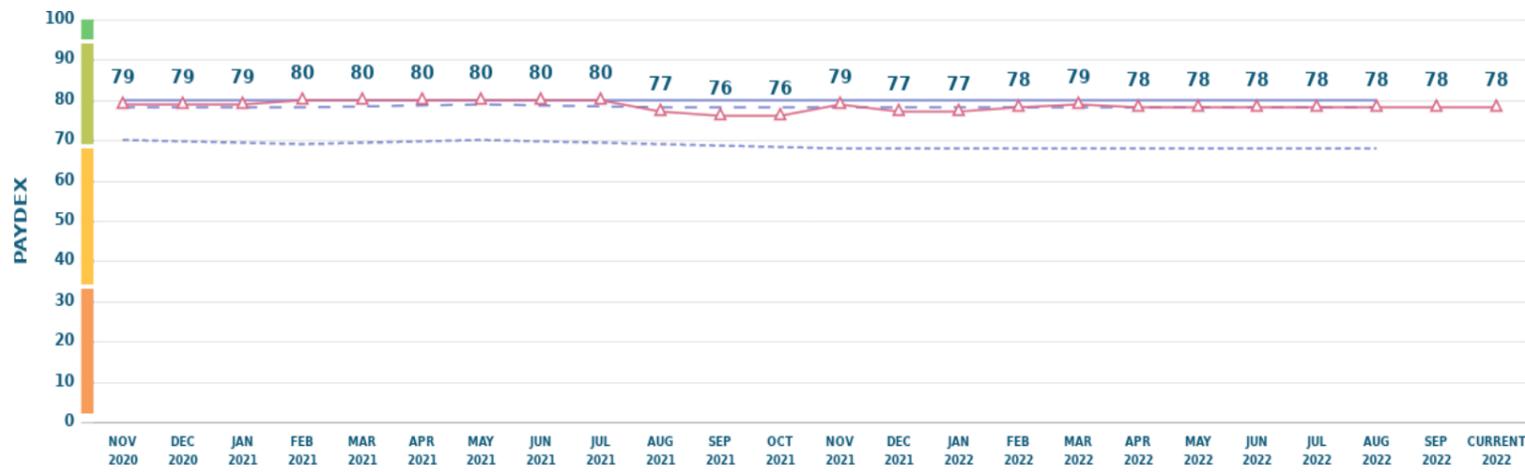
Industry Median 78

Equals 3 Days Beyond Terms

BUSINESS AND INDUSTRY TRENDS

Based on 24 months of data

1731 - Electrical contractor



△ PAYDEX - - - Industry Lower Quartile () Industry Median Quartile * Industry Upper Quartile

	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21	10/21	11/21	12/21	1/22	2/22	3/22	4/22	5/22	6/22	7/22	8/22	9/22	10/22	Current 2022
This Business	79	79	79	80	80	80	80	80	80	77	76	76	79	77	77	78	79	78	78	78	78	78	78	78
Industry Quartile																								
Upper	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-	80	-	-
Median	78	-	-	78	-	-	79	-	-	78	-	-	78	-	-	78	-	-	78	-	-	78	-	-
Lower	70	-	-	69	-	-	70	-	-	69	-	-	68	-	-	68	-	-	68	-	-	68	-	-

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	0	US\$ 0	0
50,000 - 99,999	1	US\$ 85,000	100
15,000 - 49,999	1	US\$ 15,000	50
5,000 - 14,999	1	US\$ 5,000	100
1,000 - 4,999	9	US\$ 13,500	100
Less than 1,000	11	US\$ 2,950	87

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)

[Collapse All](#) | [Expand All](#)

Industry Category-	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼35 - Industrial and Commercial Machinery and Computer Equipment	2	2,500	100	0	0	0	0
3572 - Mfg computer storage	2	2,500	100	0	0	0	0

▼45 - Transportation by Air	1	100	100	0	0	0	0
4513 - Air courier service	1	100	100	0	0	0	0
▼48 - Communications	5	1,000	100	0	0	0	0
4813 - Telephone communicatns	3	1,000	100	0	0	0	0
4812 - Radiotelephone commun	2	1,000	100	0	0	0	0
▼50 - Wholesale Trade - Durable Goods	5	85,000	47	4	0	0	0
5063 - Whol electrical equip	4	85,000	93	7	0	0	0
5085 - Whol industrial suppl	1	0	0	0	0	0	0
▼55 - Automotive Dealers and Gasoline Service Stations	1	250	50	0	50	0	0
5531 - Ret auto supplies	1	250	50	0	50	0	0
▼60 - Depository Institutions	1	100	100	0	0	0	0
6021 - Natnl commercial bank	1	100	100	0	0	0	0
▼61 - Nondepository Credit Institutions	3	250	75	25	0	0	0
6159 - Misc business credit	2	250	100	0	0	0	0
6153 - Short-trm busn credit	1	50	50	50	0	0	0
▼73 - Business Services	5	5,000	100	0	0	0	0
7389 - Misc business service	3	5,000	100	0	0	0	0
7359 - Misc equipment rental	2	2,500	100	0	0	0	0
▼87 - Engineering Accounting Research Management and Related Services	1	750	100	0	0	0	0
8741 - Management services	1	750	100	0	0	0	0

TRADE LINES

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/22	Pays Promptly	-	5,000	5,000	0	1
10/22	Pays Promptly	-	2,500	750	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/22	Pays Promptly	N30	2,500	0	0	Between 2 and 3 Months
10/22	Pays Promptly	-	1,000	500	0	1
10/22	Pays Promptly	-	750	0	0	Between 2 and 3 Months
10/22	Pays Promptly	-	100	100	0	1
10/22	Pays Prompt to Slow 30+	-	50	0	0	Between 4 and 5 Months
10/22	-	-	100	100	0	1
09/22	Pays Promptly	-	85,000	20,000	0	1
09/22	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
09/22	Pays Promptly	-	1,000	750	0	1
09/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
09/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
09/22	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
09/22	Pays Promptly	-	1,000	0	0	Between 4 and 5 Months
09/22	Pays Promptly	-	750	0	0	Between 2 and 3 Months
09/22	Pays Promptly	-	250	250	0	1
09/22	Pays Promptly	-	100	0	0	Between 4 and 5 Months
09/22	Pays Promptly	-	50	0	0	Between 2 and 3 Months
09/22	Pays Prompt to Slow 30+	-	15,000	1,000	0	1
09/22	Pays Prompt to Slow 60+	-	250	0	0	Between 4 and 5 Months
09/22	-	Cash account	500	0	0	1
06/22	-	Cash account	0	0	0	Between 6 and 12 Months
05/22	Pays Promptly	N30	0	0	0	Between 6 and 12 Months
04/22	-	Cash account	100	0	0	Between 4 and 5 Months
02/22	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/21	Pays Promptly	-	100	100	0	1
12/20	Pays Prompt to Slow 90+	-	500	0	0	Between 6 and 12 Months

OTHER PAYMENT CATEGORIES		
Other Payment Categories	Experience	Total Amount
Cash experiences	3	US\$ 600
Payment record unknown	1	US\$ 100
Unfavorable comments	0	US\$ 0
Placed for collections	0	US\$ 0
Total in D&B's file	28	US\$ 122,150

Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed. Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc. Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported.

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.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	0 Latest Filing: -	0 Latest Filing: -	0 Latest Filing: -	5 Latest Filing: 09/12/2019

EVENTS

UCC Filing - Continuation

Filing Date	09/12/2019
Filing Number	20199747667E
Received Date	09/23/2019
Original Filing Date	09/18/2014
Original Filing Number	20140021836F
Secured Party	CENTURY BANK, SANTA FE, NM
Debtors	PRIME ELECTRIC INC
Filing Office	SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

UCC Filing - Original

Filing Date	09/18/2015
Filing Number	20150033523I
Received Date	10/06/2015
Collateral	All Account(s) - All General intangibles(s) - All Equipment - All Chattel paper
Secured Party	CENTURY BANK, ALBUQUERQUE, NM
Debtors	PRIME ELECTRIC, INC.
Filing Office	SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

UCC Filing - Original

Filing Date	09/18/2014
Filing Number	20140021836F
Received Date	10/14/2014
Collateral	All Account(s) - All General intangibles(s) - All Equipment - All Chattel paper
Secured Party	CENTURY BANK, SANTA FE, NM
Debtors	PRIME ELECTRIC INC
Filing Office	SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

UCC Filing - Amendment

Filing Date	08/30/2010
Filing Number	20100012842A
Received Date	10/06/2010

Collateral	All Account(s) and proceeds - All General intangibles(s) and proceeds - All Fixtures and proceeds - All Equipment and proceeds - All Chattel paper and proceeds
Original Filing Date	04/28/2009
Original Filing Number	20090006775H
Secured Party	CENTURY BANK, SANTA FE, NM
Debtors	PRIME ELECTRIC, INC.
Filing Office	SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

UCC Filing - Original

Filing Date	04/28/2009
Filing Number	20090006775H
Received Date	05/22/2009
Collateral	All Accounts receivable and proceeds - All Account(s) and proceeds - All General intangibles(s) and proceeds - All Fixtures and proceeds - All Equipment and proceeds
Secured Party	CENTURY BANK, SANTA FE, NM
Debtors	PRIME ELECTRIC, INC.
Filing Office	SECRETARY OF STATE/OPERATIONS BUREAU/UCC DIVISION, SANTA FE, NM

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There may be additional UCC Filings in D&Bs file on this company available by contacting 1-800-234-3867.

Special Events

SPECIAL EVENTS

Date	Event Description
12/15/2020	PRIME ELECTRIC INC was reported by the SBA as a recipient of a loan for \$250,000 from Accion on 05/05/2020 under the Paycheck Protection Program as authorized under the CARES Act of 2020.
07/17/2020	On July 6, 2020, the SBA announced that this business was approved for a loan between \$150K - \$350K from Accion through the SBA's Paycheck Protection Program, as part of the CARES Act, in response to the COVID-19 pandemic. The amount of the actual loan may vary from the approved amount.
07/12/2013	The Chief Executive Officer is now Weldon T Claunch, Pres-CEO.

Financials - D&B

A detailed financial statement is not available from this company for publication.

A detailed financial statement is not available from this company for publication.

Financial Ratios

Source: D&B | Currency: All figures shown in USD unless otherwise stated

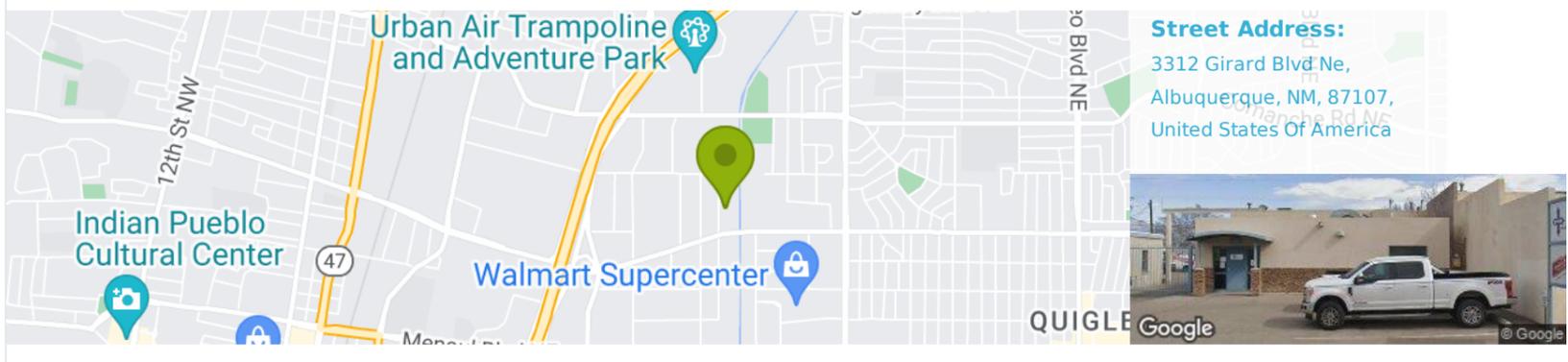
KEY BUSINESS RATIOS

Statement date	Based on Number of Establishments	Ratio for the business	Industry Median	Industry Quartile
07/12/2013	16			

	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return On Assets	1.6	4.8	3
Return on Net Worth	4.1	10.7	3
Return on Sales	0.9	1.7	3
Short Term Solvency			
Current Liabilities to Inventory	-	823.0	-
Current Liabilities Over Net Worth	146.0	59.4	1
Current Ratio	1.2	2.2	4
Quick Ratio (excl. Short Term Investments)	1.2	1.5	3
Efficiency			
Accounts Payable to Sales	3.2	4.8	1
Assets Over Sale	54.4	33.3	1
Collection Period	23.6	52.2	4
Sales to Inventory	-	54.3	-
Sales Over Net Working Capital	13.1	7.4	1
Utilization			
Total Liabilities Over Net Worth	148.8	70.8	1

Company Profile

COMPANY OVERVIEW		
D-U-N-S 04-438-3573	Mailing Address UNITED STATES	Annual Sales US\$ 1,000,000
Legal Form Corporation (US)	Telephone +1 505 856 9500	Employees 20+
History Record Clear	Website www.prime-electricusa.com	Age (Year Started) 24 Years (1998)
Date Incorporated 09/02/1998	Present Control Succeeded 1998	Named Principal Weldon T Claunch , PRES-CEO
Business Commenced On 1998	SIC 17319903	Line of Business Electrical contractor
State of Incorporation NEW MEXICO	NAICS 238210	
Ownership Not publicly traded		



BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2022-11-01
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	PRIME ELECTRIC, INC.
Corporation Type	Corporation (US)
State of Incorporation	NEW MEXICO
Date Incorporated	09/02/1998
Registration ID	1954692
Registration Status	ACTIVE
Filing Date	09/02/1998
Where Filed	NEW MEXICO PUBLIC REGULATION COMMISSION

Registered Agent

Name	WELDON T. CLAUNCH
Address	3312 GIRARD NE, ALBUQUERQUE, NM, 871070000

Registered Principal

Name	MOYA, RAYMOND A.
Title	Director
Address	-

Name	CLAUNCH, WELDON T.
Title	Director
Address	-

Name	WELDON CLAUNCH
Title	President
Address	-

Name	RAYMOND MOYA
Title	Secretary
Address	-

Name	WELDON CLAUNCH
Title	Treasurer
Address	-

Name	RAYMOND MOYA
Title	Vice President
Address	-

PRINCIPALS**Officers**

WELDON T CLAUNCH, PRES-CEO
RAYMOND MOYA, V PRES-SEC

Directors

DIRECTOR(S): THE OFFICER(S)

COMPANY EVENTS

The following information was reported on: 12/15/2020

The New Mexico Secretary of State's business registrations file showed that Prime Electric, Inc. was registered as a Corporation on September 2, 1998.

Business started 1998 by officers. 50% of capital stock is owned by Weldon T Claunch. 50% of capital stock is owned by Raymond Moya.

WELDON T CLAUNCH born 1948. 1998-present active here. 1988-1998 Hughes Electric Inc, Hobbs, NM as Manager.

RAYMOND MOYA born 1957. 1998-present active here. 1985-1998 Hughes Electric Inc, Hobbs, NM.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 12/15/2020

Business Information

Description	Contractor of general electrical work (100%). Has 45 account(s). Terms are Net 30 days. Sells to commercial concerns. Territory : Statewide.
Employees	20-50 which includes officer(s).
Financing Status	Secured
Seasonality	Nonseasonal.
Tenure	Owns
Facilities	Owns 7,600 sq. ft. in a one story cinder block building.
Location	Central business section on side street.

Related Concerns

SIC/NAICS Information

Industry Code	Description	Percentage of Business
1731	Electrical contractor	-
17319903	General electrical contractor	-

NAICS Codes	NAICS Description
238210	Electrical Contractors and Other Wiring Installation Contractors

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

Federal Information

FEDERAL EMPLOYER IDENTIFICATION NUMBER

DUN & Bradstreet, Inc. has compiled the following FEIN numbers for the business name in this report from the sources below. Dun & Bradstreet, Inc. provides this information "AS IS" with no guarantee as to its accuracy.

FEIN	Business Name	Address	Source	Date
85-0455117	PRIME ELECTRIC, INC.	3312 GIRARD BLVD NE, ALBUQUERQUE, NM, 87107	DEPARTMENT OF LABOR	12/31/2003
85-0455117	PRIME ELECTRIC, INC. PROFIT SHARING PLAN	3312 GIRARD BLVD NE, ALBUQUERQUE, NM, 87107	DEPARTMENT OF LABOR	10/01/2006

REPORTED U.S. GOVERNMENT CONTRACT ACTIONS

No government activity has been found in this section.

REPORTED FEDERAL LOANS AND LOAN GUARANTEES

No government activity has been found in this section.

CLAIMS, FEES, FINES, OVERPAYMENTS, PENALTIES AND OTHER MISC. REPORTED DEBTS TO FEDERAL AGENCIES

No government activity has been found in this section.

REPORTED PARTY EXCLUDED FROM FEDERAL PROGRAM(S)

No government activity has been found in this section.

REPORTED U.S. GOVERNMENT GRANT AWARDS

No government activity has been found in this section.

Last Login : 11/07/2022 11:54:58 AM

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1690 S. Telshor Blvd.
Las Cruces, NM 88011
575-524-2222 • 575-525-1716 (FAX)

September 21, 2022

Prime Electric, Inc.
3312 Girard NE
Albuquerque, New Mexico 87107

Re: Bonding Capacity Letter

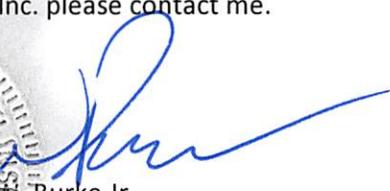
To Whom It May Concern:

Burke Insurance Group LLC is the surety agent for Prime Electric Inc. Bonding credit is provided through The Cincinnati Insurance Company of Fairfield, Ohio. The Cincinnati Insurance Company is a listed surety with the Department of the Treasury.

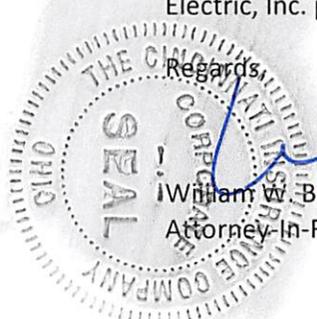
At the present time, The Cincinnati Insurance Company has agreed to favorably consider extending bonding credit for the Prime Electric, Inc. for single bonding capacity of \$10 million and an aggregate of \$20 million. Any specific requests for bonds will be underwritten on its own merits and will be based on the financial position of the company and the underwriting information available at the time that bonds are requested. Prime Electric, Inc. has not had a surety payment or default on any work in the past five years.

If you should need additional information regarding the bonding capacity for this project for Prime Electric, Inc. please contact me.

Regards,


William W. Burke Jr.

Attorney-In-Fact, The Cincinnati Insurance Company





1690 S. Telshor Blvd
Las Cruces, NM 88011
575-524-2222

November 16, 2022

Prime Electric, Inc.
and Gamblin Rodgers Electrical Services
3312 Girard Blvd NE
Albuquerque, NM 87107

Re: Letter of Insurability

General Liability: \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate Limit

Auto Liability: \$1,000,000 Combined Single Limit

Workers Compensation: \$1000,000/\$1,000,000/\$1,000,000 Limit

The additional insured and waiver of subrogation endorsements are included with the general liability, auto and workers compensation policies and will be provided if the contract requires them.

Other coverages may be obtained upon request.

Should you have any questions or need additional information please feel free to contact Dianne Dawkins at (575) 524-2222 Ext. 1.

Sincerely,
Dianne Dawkins
Burke Insurance Group LLC
(575) 524-2222 ext. 1



Prime Electric, Inc. Quality Assurance Plan

Review: January 10, 2021
Revised: January 1, 2022

Prime Electric, Inc.'s mission is to provide the highest standard and quality assurance installation, service and professionalism on all projects which include small to large commercial and industrial projects throughout the State of New Mexico. Prime Electric is a Labor Agreement Contractor which offers stability, quality, with a highly skilled, well trained work force, offering our customers the highest assurance in quality installation.

Prime Electric takes pride in the fact that top level management is directly involved at every phase of the project, from quotations to final acceptance.

Prime Electric achieves its objectives through strategic planning meetings held bi-weekly with our field supervision. These meetings provide a structured program that will lead to the success and realization of our corporate goals, reflected in our Mission Statement.

All potential employees receive a pre-hire package, which includes company policy, safety plan, and I-9 documentation. All potential employees must be in possession of a valid driver's license, social security card, and must pass a drug-alcohol test prior to being hired. All journeyman shall possess a State issued journeyman's license. All apprentices must be indentured in a State approved training program.

The corporate level responsibility for quality at Prime Electric is the Quality Steering Committee which consists of the following members.

W.T. Claunch	President - Chief Financial Officer and Safety Officer
Raymond Moya	Vice President - Estimating and Project Management
Mark Golleher	Vice President - Special Projects
Amore Sanchez	Estimating and Project Management
Gary Reagan	Safety Director

Our Project Managers are responsible for overseeing quality installation in the field, along with Field Supervisors and the Field Operation Manager and Safety Officer. Prior to starting any project the Project Manager will meet with the Foreman (Foremen) to review drawings and specifications of the project. This review will go over material and equipment along with shipment dates (if available). The Project Manager will adhere to schedules and schedule up-dates and will advise the Foreman of any changes as required by the contract documents. The Project Manager and/or his representative (Foreman) will attend all progress meeting.

The objective of Prime Electric is to provide a quality installation that meets the customer's needs and expectations as expressed in the contract documents. It is a Prime Electric goal to avoid rework and delays during construction through early detection and correction of problems. A priority of Prime Electric is to provide

a safe and productive work environment for not only Prime Electric employees, but for all workers on the project. It is our company goal to practice Quality Assurance and Quality Control on all projects, and to assure installation per the drawings and specifications is done right, the first time.

Prime Electric's quality program consists of Contract Document Review, Document Control, Design Management, Procurement and Expediting, Tool and Equipment Maintenance, Calibration, and Testing, Material and Installation Equipment Management, Construction Management, Inspection, Testing, and Startup.

Site visits will be conducted by the Operations Manager, on a weekly basis. The purpose of the site visit is to become familiar with the site and conditions and to assist investigating project logistics and conditions that may impact the construction process. This will help in quick resolution of problems in design and installation.

Prime Electric will attend any per-bid meeting in order to interact with the customer and clarify the project scope requirements. When no formal pre-bid meeting is scheduled, Prime Electric will contact the customer to resolve any questions concerning the project scope and requirements prior to bidding.

Design documentation for electric power, communications, and control systems is divided as follows: Power Distribution Systems, Lighting Systems, Communication and Data Processing Systems, Life Safety and Security Systems, Lightning Protection Systems, Grounding, Systems, and Instrumentation Systems. Prime Electric is a licensed and a qualified contractor qualified to perform installation of all the above listed systems, with trained personnel capable to install these systems as well.

Prime Electric will use only material and equipment that are acceptable to the customer as defined in the contract documents and specifications. Prime Electric will only use material distributors based on past experience, which have a commitment to quality, service, support and which are capable of meeting the project schedule.

Subcontractors are assessed on their expertise, past experience, commitment to quality and customer satisfaction, and their ability to meet the construction schedule.

Submittals, shop drawings, catalog cut sheets, and test and inspection data required to be submitted to the customer for approval by Prime Electric, will be thoroughly reviewed for completeness and technical requirements, prior to submission. Prime Electric will stamp each submittal as having been reviewed. The goal of this procedure is to avoid delays due to inadequate or erroneous submittals.

Regarding Owner Furnished Material and Equipment, Prime Electric will work with the owner to ensure that owner-furnished material and equipment meet the technical requirements of the project. Prime Electric will provide the customer with schedule milestones and information, so that the owner-furnished materials and equipment do not delay or otherwise affect the construction schedule.

Prime Electric involves management of materials and equipment from the time they are received onsite until they are incorporated in the work. This process is to insure that the right material and equipment are delivered and they are protected from damage and deterioration until installed. Prime Electric will be responsible for proper storage and protection of material and equipment to prevent damage.

The Project Manager along with the Field Operations Manager is ultimately responsible for quality in the field. Prime Electric also believes that in order for quality to be controlled, it must be "built" into the project by the employee performing the work. Therefore, field quality is everyone's responsibility. Prime Electric employs only the best employees with training, skills and experience necessary to perform the work assigned. Each

employee is held responsible for quality of his or her own work and has the authority to alter or correct work when it does not comply with specified requirements and codes.

Prime will coordinate its work with all other participants as required.

Prime Electric will plan and schedule work within the timeframe of the customer and other crafts as required by the schedule and contract documents.

Prime Electric is dedicated to a safe work place. Accident prevention is synonymous with the quality at the site. The Project Manager and the Site Supervisor are responsible, along with the Safety Officer for the safety program at the construction site. This program includes regular review of construction means and methods for safety, inspection of the condition of tools, installation equipment, proper personal protective equipment and the scheduling of a weekly safety meeting at the site. Records of the weekly safety meeting will be kept at the site for inspection.

As-built construction drawings and documentation will be maintained throughout the project at the site. At the end of the project, these as-built construction documents will be provided to the customer in accordance with the contract documents.

Prime Electric will perform ongoing inspection and testing of work in progress according to the manufactures recommendation, specified requirements, and quality assurance procedures. This also reduces punch list items at the end of the project, thus expediting completion of the project.

Prime Electric will perform final inspection and testing on all completed work in accordance with manufacturer's recommendations, specified requirements, and Prime Electric quality assurance procedures, which include proper installation, operation and function in accordance with all governing codes.

Prime Electric will assist third parties such as the owner, owner representative, architect, and/or engineer, manufacturer, code officials, or others, in the performance of required inspection and testing of work in progress and completed work.

Prime Electric will startup and test materials, equipment, and systems in accordance with manufacturer's recommendations, and technical specifications. A manufacturer's representative will be brought to the site to inspect the installation, perform final adjustments, perform required tests, and/or startup the equipment or system, where required by the contract documents, or for warranty compliance.

Prime Electric will conduct ongoing inspection and testing of work in progress throughout construction in accordance with the manufactures recommendations. All irregularities will be recorded and kept on file for inspection at the job site and will be reported at the next progress meeting following discovery.

Prime Electric will correct any nonconforming material, equipment, and work in place by rework or modifications in order to meet specified requirements, removal and replace in total, or achieve acceptance with or without rework or modification by the owner, owner's representative, architect and/or engineer, or other authorized person. When nonconforming material, equipment, or work is accepted as is, Prime Electric will document such acceptance. All nonconforming material, equipment, and work in place by rework or modifications shall be inspected and tested in accordance with the manufactures recommendations.

Prime Electric will insure that all requirements to place warranties and guarantees in force are met. Copies of all warranties and guarantees will be provided to the owner in accordance with the contract documents.

Name of Firm: Prime Electric, Inc.

Address: 3312 Girard Blvd NE Albuquerque, NM 87107

Project

Reference: UNM Job Order Contracting (JOC)

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 Electric, Inc. (PEI) hereby states that PEI Has,

During the past five years, been free of any determinations by a court or an administrative agency, of repeated or willful violation so laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices of public works projects.

W.T. Claunch

11/16/2022

Signature

Date

W.T. Claunch

Name

President

Title

Notary)

State of New Mexico)

County Of Bernalillo)

Signed or attested before me on 11/16/2022 by W.T. Claunch

Seal



Rebecca Carsten

Rebecca Carsten

My Commission Expires : 09/19/2023

Attachment E

Having been in business for 24 years, **Prime Electric, Inc.** has many positive accomplishments and traits that makes us unique to the construction industry and unique in the **Electrical** contracting trade. Following is a list of some of the points about Prime Electric that are worth mentioning.

- We live by and perform work by our tagline of “**Quality, Integrity, Excellence**”
- We have an outstanding reputation of being a fair, honest and “easy to work with” contractor within the construction community.
- Have performed many contracts over the years and have performed with 100% satisfaction to the owner/customer
- We have sustained a consistent customer base throughout the company’s existence while adhering to the customer satisfaction
- Company leadership promotes and maintains active roles in both National and Local construction industry organizations.
- Our relationships with vendors, subcontractors and general contractors are solid
- Our ability to work with customers to develop budget pricing, plan out projects, finalize construction pricing and perform the work in a timely manner is outstanding

- We have an average of 43 years of experience amongst the 3 principle owners of Prime Electric (129 years combined experience)
- We have an average of 29 years of experience amongst the 5 main field leadership personnel of Prime Electric (146 years combined experience)

- Signatory to International Brotherhood of Electrical Workers (IBEW) Local 611 since company inception in 1998. This allows us to draw our manpower from a pool of highly qualified electricians and apprentices.
- Members of The American Subcontractors Association of New Mexico (ASA-NM) and ASA National
- Recipient of ASA-NM Subcontractor of the Year award, 7 years running
- Recipient of several ASA-NM Member of the Year and President’s Award by company leadership
- Owners are active participants in the business and can be reached as needed.
- Recipient of AGC Safety Award for many years

- Always able to take our cash discounts with our vendors
- Have always completed every job we have started
- Have never had a lawsuit or judgement against us
- Never been charged for liquidated damages on a project
- Never defaulted on a warranty call
- Have never had any entity file against our Bond

Work History with The University of New Mexico

Prime Electric, Inc. has had several contracts with UNM over the years both as Prime Electric and Gamblin-Rodgers Electrical Services.

Prime Electric has had strong working relationships with several UNM Area Managers and Engineers.

References to corroborate our qualifications are David Penasa, Angel Becerra, Charles Franks, Donald Martinez, Frank Bonano (retired), Larry White (retired) and Dirk Coffman (retired)

Associations, Organizations and Awards

National Electrical Contractors Association (NECA) – Member 1998 to 2015

American Subcontractors Association (ASA) – Member 2007 to Present

ASA-NM Board Member 2009 to 2017

ASA-NM Chapter President 2015 to 2016

ASA National Board Member 2017 to Present

ASA National Executive Board 2021 to 2022

ASA National Executive Board (Secretary / Treasurer) 2022 to 2023

ASA-NM Small Subcontractor of the Year 2016, 2017, 2018, 2019, 2020, 2021, 2022

Associated General Contractors (AGC) – Member 2001 to Present

AGC-NM Excellence in Safety Award – 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Terms and provisions of this endorsement shall supercede any inconsistent language in any other coverage form

1. Section II – Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of "your work" specified in the "written contract" and included in the "products-completed operations hazard".

However:

- (1) The insurance afforded to such additional insureds only applies to the extent permitted by law;
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (3) Such coverage will not apply subsequent to the first to occur of the following:
 - i. The expiration of the period of time required by the "written contract"; or
 - ii. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".

- c. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance :

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

- a. Required by the contract or agreement; or
- b. 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.

3. Only for the purpose of the insurance provided by this endorsement, SECTION V – DEFINITIONS is amended to add the following definition:

"Written Contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

- a. Is currently in effect or becoming effective during the term of this policy; and
- b. Was executed prior to:
 - (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury", for which the additional insured seeks coverage under this coverage part.

ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At 2. Exclusions exclusion a. **Expected or Intended Injury** is replaced with the following:

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

2. Expanded Fire Legal Liability

At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At 2. Exclusions exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At 2. Exclusions the following is added to paragraph (4) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property** :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. **Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this Care, Custody and Control Property Damage Coverage only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this Electronic Data Liability Coverage only:

- a. Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. "Property damage" means:

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

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under **Coverage H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 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.

3. Loss of Earnings

Item 1.d. is amended as follows:

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

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a. Coverage 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.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

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

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "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.

2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

6. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - (1) This insurance afforded the vendor does not apply to:
 - (a) "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;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) 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.
 - (e) 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 products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "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:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. 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.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

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

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.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

8. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

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

- b. With respect to the insurance afforded to these additional insureds, 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 failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

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 services.

10. Additional Insured- Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
 - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
 - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage H**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H for Water Damage Legal Liability**.
Coverage G - Product Recall Expense
9. Aggregate Limit \$50,000
Each Product Recall Limit \$25,000
 - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

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

- a. Required by the contract or agreement;
- b. 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.

- 13 Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

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

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

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.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(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. Knowledge of an “occurrence” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the “occurrence” took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the “occurrence” or offense.

(b) If a claim is made or “suit” is brought against any insured, you must:

- i. Immediately record the specifics of the claim or “suit” and the date received; and
- ii. 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. Knowledge of a claim or “suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, **Condition 4. Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. “Duties in the event Occurrence, Offense, Claim or Suit” c. You or any other involved insured must:

(5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

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

24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:

- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
- b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.
- These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

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

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

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

COVERAGE INDEX

DESCRIPTION	PAGE
Temporary Substitute Auto Physical Damage	2
Broad Form Insured	2
Employee as Insureds	2
Additional Insured Status by Contract, Agreement or Permit	2
Bail Bond Coverage	3
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Towing and Labor	3
Physical Damage Additional Transportation Expense Coverage	3
Extra Expense - Theft	3
Rental Reimbursement and Additional Transportation Expense	4
Personal Effects Coverage	4
Personal Property of Others	4
Locksmith Coverage	4
Vehicle Wrap Coverage	5
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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

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

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at 3. to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at 1.b. is amended to provide the following limits:

- b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

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

- 4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

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

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
- (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
- (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) 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"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under SECTION V – DEFINITIONS, C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under CANCELLATION, of the COMMON POLICY CONDITIONS form, item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Certificate of Insurance

Member Number	Policy Period	Coverage Provided By
0024A	From: <u>1/1/2022 12:01 AM</u> To: <u>1/1/2023 12:01 AM</u>	NM Contractors Comp Trust PO Box 14710 Albuquerque, NM 87191-4710 (505) 298-9095 / (800) 288-0893 Fax: (505) 298-9094
Member Insured and Address		Agency Name and Address
Prime Electric, Inc. 3312 Girard NE Albuquerque, NM 87107		Burke Insurance Group, LLC 1690 S. Telshor Blvd Las Cruces, NM 88011

Coverage:

- Part A:** Workers Compensation Insurance
 The Limits of Liability are Statutory
- Part B:** Employers Liability Insurance
 The Limits of Liability are:
- | | |
|---------------------------|----------------------------|
| Bodily Injury by Accident | \$ 1,000,000 Each Accident |
| Bodily Injury by Disease | \$ 1,000,000 Each Employee |
| Bodily Injury by Disease | \$ 1,000,000 Policy Limit |
- Limits are restricted to above unless endorsed to this policy.*

Eligibility Requirements:

Current, active membership with any one of the eligible trade associations, and submission of a current Balance Sheet. (NMSA 1978, Chapter 52, Part/Rule 9 and NMCCT By-Laws)

Endorsements:

Waiver of Subrogation
 (See Attached List)

Classifications of Operations:

The Premium for this Policy will be determined by the NCCI Manuals of Rules and Classification Rates. All information is subject to verification and change by audit.

Specific Excess Workers Compensation:

Safety National Casualty Corporation: Coverage A Workers Compensation	Statutory
Coverage B Employers Liability	\$1,000,000

Aggregate Excess Workers Compensation:

Safety National Casualty Corporation: Aggregate Limit of Liability	\$2,000,000
--	-------------

By: NM Contractors Comp Trust

By: 

 Authorized Signature

Appendix F - Key Personnel Lead Superintendent

Name: _____

Name: Pat Perea

Title: Foreman

of Years with the Firm: 16 years

Experience with the Following Type of Construction Services:

General Construction Electrical Mechanical Roofing

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

of Years as a Project Manager for Type of Construction Services Selected Above: 16 years

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.)

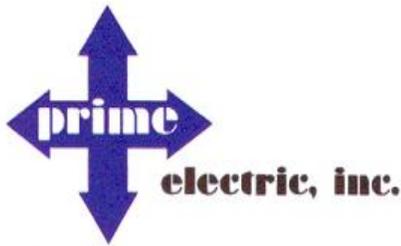
Agency's contact: Name Malcolm Grubbs Title Director of Facilities

Telephone: (505) 724-3923 Email Address: malcolm.grubbs@isleta.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 David Penasa Title Facilities Management

Telephone: (505) 277-2385 Email Address: dpenasa@unm.edu



3312 GIRARD NE • ALBUQUERQUE, NEW MEXICO 87107 • (505) 345-4525 • FAX (505) 345-1075

Patrick Perea
Journeyman Wireman

Construction Experience

Patrick Perea (Pat) has the ability to perform new electrical installations and troubleshoot existing electrical systems in commercial and industrial environments. He works with contractors and customers on electrical and special three-phase and single-phase systems. Pat is also proficient in preventative maintenance and has the expertise to train contractors and customers on UPS and digital signs. Local codes and safety regulations are of the highest priority thus providing a safe working environment and quality work practices. Pat is an authorized power protection technician for Uninterruptible Power Systems (UPS) and responsible for installing and maintaining UPS Systems for electrical loads.

Electrical Service Technician:

Journeyman Electrician, Authorized Chloride UPS Technician, Daktronics Authorized Technician

Education & Training:

Graduated High School in 1982

Complete Electrical Program in 1989

Licensed Journeyman Wireman: New Mexico #EE98-J, 08686

Trained in CPR, Lock Out Tag Out (LOTO), Scaffold, First Aid, NFPA 70E, Fall Protection, Environmental and Health, Fire Extinguisher, Substance Abuse Awareness, Hazardous Waste, Code of Excellence, Electrical Code Updates, OSHA 10, Confined Spaces, Business and Law Training

Employment:

2006-Present: Prime Electric, Inc. DBA Gamblin Rogers Electrical Services

1985-2006: Gamblin Rogers Electrical Services

1977-1982: Santans Construction

Highlighted Project Experience

Paseo Nuevo Office Complex – Albuquerque, NM

Albuquerque Aquarium/Bio Park – Albuquerque, NM

Civic Plaza – Albuquerque, NM

Santa Fe State Capitol/Old State Library – Santa Fe, NM

CNSAC, Sandia Labs – Albuquerque, NM

Isleta Resort & Casino – Pueblo of Isleta, NM

Jewel Osco Grocery Store – Albuquerque, NM

Edward Ortiz Middle School – Santa Fe, NM

QUALITY <> INTEGRITY <> EXCELLENCE

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

Prime Electric started business in 1998. Our first full year of operations, Prime Electric, Inc. (PEI) was dedicated exclusively to the completion of several Hughes Electric, Inc. projects which were in progress in the transition of closing Hughes Electric Inc. These projects were successfully completed and successfully close-out by the end of 1999.

In the second year of operations, the company set out to develop the personality of Prime Electric, Inc. A mission statement was developed "To provide our customers with the highest standard and quality installation, service and professionalism", it became the mantra by which Prime Electric and its employees have conducted business by over the past 24 years.

In 2005 PEI acquired through purchase and merger with Gamblin/Rodgers Electrical Contractors, Inc. a 50 year New Mexico company. Through that purchase Prime Electric, Inc., retained the Gamblin/Rodgers name and its service division which is "Gamblin/Rodgers Electrical Services", a "division of Prime Electric, Inc". By combining the strengths of both companies, PEI has become unparalleled when compared to local electrical contractors as far as capabilities, knowledge, expertise, and quality of installation in the construction community. This endeavor along with TRICO Power has afforded PEI the opportunity to grow into being one of the highest quality and top performance electrical contractors in the State of New Mexico.

In 2006 PEI helped form a consortium group with Rosendin Electric and Budwine Electrical Service Company to open TRICO Power, LLC. TRICO Power successfully performed electrical installation on large projects start to finish from 2006 through 2012.

As a "labor agreement" contractor, Prime Electric, Inc. / Gamblin/Rodgers Electrical Services offer stability, labor quality and a superior product to the electrical construction industry which include private, public, commercial, and industrial sectors. Offering superior service is our top priority from project start to finish. The quality reputation that we strived to develop is demonstrated in every one of the projects that we have completed from our first day in business to present day.

We take pride in our accomplishments and solely believe that any prosperity earned can only be obtained by meeting the expectations of our customers. We believe we can only do this by performing at a higher level than our competitors. We can say with confidence that on small or large projects alike, we have never defaulted on any job we've taken on or with any creditor we've done business with. PEI continues to work to earn a reputation that separates us from other electrical contractors. PEI treats every relationship with fair and honest respect. PEI through its honest business practice, and business approach, has allowed PEI to grow into one of the strongest small business electrical contractors in the State of New Mexico. PEI have always adhered to quality in our planning and our work from large projects to the

smallest projects, small commercial projects to large construction projects, to service, testing and repair, “we finish on time”.

PRINCIPALS

Weldon T. Claunch – President
Financial Officer



With over 53 years in the electrical Construction Industry which he has been deeply involved. He has the responsibility of ensuring that all Prime Electric’s installations are completed at the highest of quality the first time. Weldon has been responsible for ensuring that codes, regulations, and safety controls are in place on every job as well as internal “quality controls and assurances”. In cooperation with field supervisory personnel, has put a quality workforce together that’s capable of finishing the job on time. “By strategically placing our team based on their strengths and experience enables PEI to perform a quality job from start to finish”. Weldon serves the industry in many ways, one of which he is a member on the Technical Advisory Council to the Construction Industry Commission for the State of New Mexico Construction Industries Electrical Division, Board of Trustees for the Electrical Joint Apprenticeship Training Committee, New Mexico Electricians Retirement Board of Trustees, and the New Mexico Contractors Comp Trust Board of Trustees. Weldon has severed as President of Prime Electric, Inc. since 2012 to present. Weldon can be reached at 505-856-9500.

Raymond A. Moya – Vice President
Estimating and Project Management



With over 40 years in the industry, Ray’s responsibility is to oversee the estimating and managing of our projects. Ray has become one of the best in his field and is recognized and respected throughout the industry by both his peers and competitors. Ray is methodical in his decision-making process, making sure the estimating and bidding of every project is fair and concise and the best possible value for our customer. Ray takes pride in staying on top of all the latest materials and methods available which ensures finding “cost savings” on each project. If Ray is not managing the project himself, he has assigned a Project Manager which he directly oversees which insures there will be top level management in charge throughout the entire project. Ray serves the industry in many ways, one of which he serves on the National Board of Directors of the American Subcontractor’s Association as the National Secretary/Treasurer. Ray can be reached at 505-856-9500.

Prime Electric, Inc. / Gamblin/Rodgers Electrical Services

- Prime Electric, Inc. was incorporated in the State of New Mexico in September of 1998.
- Prime Electric is operated as a “C” corporation.
- The primary business address is 3312 Girard Blvd NE in Albuquerque New Mexico.
- Combined, these principals have served the electrical industry in New Mexico for 90 plus years.
- In March of 2005, Prime Electric purchased Gamblin/Rodgers Electrical Contractors, Inc., a company with a 50-year history in New Mexico. This addition strengthened Prime Electric’s service and on-call capabilities. With the experience that Gamblin Rodgers brings us coupled with the performance record of Prime Electric, we are unmatched when it comes offering complete performance in new construction, electrical service and repair and system testing.
- In 2006, formed a consortium group with Rosendin Electric, Inc. and Budwine Electrical Service Company, Inc. and started TRICO Power, LLC., a New Mexico corporation, from 2006-2012.

- Gamblin/Rodgers Electrical Contractors, Inc. is now Gamblin Rodgers Electrical Services, a division of Prime Electric, Inc., and operates as a service contractor with full testing abilities in the commercial, industrial, and institutional facilities in New Mexico.
- Prime Electric and Gamblin/Rodgers Electrical Services are one of few 5890, Level II electrical contractors with the technical ability, software, and equipment to provide predictive analysis of power systems. We employ trained and highly skilled, certified personnel able to conduct Infrared Thermography and Harmonics analysis to certify commercial and industrial electrical systems.
- Prime Electric and Gamblin/Rodgers Electrical Services has in place a Labor Contract Agreement to insure an available, quality, skilled work force.
- We are active and participating members of Associated General Contractors (AGC), American Subcontractors Association (ASA), New Mexico Contractors Comp Trust and Albuquerque Economic Development.

Based on the above history of Prime Electric, Inc., we have performed a diversity of projects throughout the past 24 years.

We have had similar contracts with The University of New Mexico (UNM), The University of New Mexico Hospital (UNMH) and Cooperative Educational Services (CES).

These three contract types alone, have facilitated projects of the following type:

- Design / Build
- Remodel
- Energy Upgrades
- New Construction
- Sports Lighting
- Generator Installations
- UPS System Installations
- Solar System Installations
- Lighting Upgrades and Retrofits
- HVAC Upgrades
- Theatrical Lighting
- Electrical Maintenance
- Power Distribution and Utility
- Special Systems
- Dimming Systems
- Parking Lot and Area Lighting
- and several other types of Electrical Construction

- 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)

PEI's understanding of the JOC system is to work with the Owner in jointly developing the scope of work once a brief scope of work has been prepared from Owner and an RFP is issued from the Owner. Then PEI will prepare a detailed scope of work and pricing proposal for the project to include price using

Gordian's JOC System, schedule, sketches/drawings, and other requested documentation. Once Purchase Order is received Contractor must, within (2) business days provide notification to Gordian of each PO by forwarding a copy of the Purchase Order via email or facsimile. Finally, Contractor must, within (2) business days provide invoices sent to Participating Public Agency/Owner notify Gordian of each invoice by forwarding a copy of invoice by email or facsimile.

- 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.

Prime Electric approaches a project to do almost all of the work in-house and with our own workforce. The only times when we bring a subcontractor into the project is when the scope of work involves disciplines that are outside of our normal trade. This would include concrete, crane work, painting, etc. Also there are projects that may involve the use of a certain "special systems" subcontractor for systems such as Fire Alarm, Intrusion Alarm, CATV, Security, Door Access, etc. On those projects, Prime Electric would typically perform all of the rough-in work and use the special systems subs to provide and install the system components and devices.

When a subcontractor is necessary on a project, a subcontract is written to the subcontractor and the sub is obligated to follow and adhere to the same conditions, requirements, wage rates, etc., that Prime Electric is subject to per the project requirements. The subcontractors must also provide a certificate of insurance, with the required limits, before they are allowed to commence with any work on the project.

Likewise, the subcontractor must exhibit the same standards and quality of work, as Prime Electric.

- 4) Provide a list of contemplated subcontractors.
- Summit Fire and Security (Sound and Signal Systems of NM) – Special Systems except Fire Alarm
 - SES – Fire Alarm Systems
 - Ortega General Builders – Concrete Work
 - First Mesa Construction – General Building Work
 - ITC – Fiber Optic Termination
 - Yearout Mechanical – HVAC, Plumbing and Heating
 - Western States Fire Protection – Fire Protection Work
 - Lamoreaux Crane Service – Hoisting and Lifting
- 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.

PEI's approach to supplying input during the development of the detailed scope of work by, understanding the following:

- Understanding Participating Public Agencies needs and expectations.
- Analyze cost, performance, and quality to ensure customers' needs and expectations are met.
- Develop alternative options to minimize project costs and duration

- 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.

PEI understands the challenges of today's economic and supply restrictions. PEI has excelled in our ability to understand and provide Design and Build projects to maintain quality, cost, and

safety. With PEI's ability to provide a full-service design team to produce Electrical Engineering, BIM and Revit drawings. PEI's project management team has over 140 years of experience which makes our partnerships with clients successful.

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: Ray Moya

Title: Vice President

Phone: (505) 856-9500 Fax: (505) 856-9400

Email: rmoja@prime-electricusa.com

Marketing:

Contact Person: n/a

Title: _____

Phone: _____ Fax: _____

Email: _____

Account Manager/Sales Lead:

Contact Person: Brian Orona

Title: Service Manager

Phone: (505) 856-9500 Fax: (505) 856-9400

Email: brian@gamblinrodgers.com

Sales Support:

Contact Person: n/a

Title: _____

Phone: _____ Fax: _____

Email: _____

Contract Management (if different than sales lead):

Contact Person: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Financial Reporting:

Contact Person: [Rebecca Carsten](#) _____

Title: [Controller](#) _____

Phone: [\(505\) 856-9500](#) _____ Fax: [\(505\) 856-9400](#) _____

Email: rcarsten@prime-electricusa.com _____

CERTIFICATION No. SPD 66C37 DATE ISSUED 01/22/99

PRIME ELECTRIC, INC.

IS HEREBY CERTIFIED
by the

Office of the State Purchasing Agent

to be a Resident Contractor as defined in Chapter 66: Laws of 1984, and per Resident Contractor Certification Questionnaire filed in the State Purchasing Agent's office.

Constance Jones, Acting
State Purchasing Agent



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.	80707
Resident Contractor's Preference Certificate No.	L0499465904
Contractor's New Mexico Gross Receipts Tax No.	02-37583-00-3
Contractor's Federal Employee Identification No.	85-0455117
Dept. Workforce Solutions Registered Contractors Number	1635720141022

UNM 16718737

Request for Proposals No. 2379-23

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

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

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

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

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

Is project material offered grown, produced or wholly manufactured in New Mexico? n/a

Business Size / Classification:

Small Business Concern

Disadvantaged Business Concern

Large Business Concern

Women Owned Business Concern

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

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

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

PART 1: SCHEDULE OF PRICES:

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

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

PART 2: SIGNATURES

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

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

Respectfully Submitted,

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

By:(Same Name, Printed or Typed) Ray Moya

Title: Vice President

Company: Prime Electric, Inc.

Address: 3312 Girard Blvd NE, Albuquerque, NM

Zip: 87107

Phone: (505) 856-9500 Fax: (505) 856-9400 Email: rmoya@prime-electricusa.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 Electric, Inc.

For the UNM Job Order Contracting Program the Offeror shall complete the cells highlighted grey below. Failure to submit all the Adjustment Factors for the Campus/Contract Type being 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%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000
Northern New Mexico Branch Campuses	Normal Working Hours (60%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000
Southern New Mexico Branch Campuses	Normal Working Hours (60%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000

NOTES TO OFFERERS

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

Ray Moya, VP

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%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000
Region #2	Normal Working Hours (60%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000
Region #3	Normal Working Hours (60%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000
Region #4	Normal Working Hours (60%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000

	Award Criteria Figure	0.0000	1.4580	0.0000
Campus / Region	Adjustment Factor Name	General Construction	Mechanical, Electrical, Plumbing	Roofing
Region #5	Normal Working Hours (60%)		1.398	
	Other Than Normal Working Hours (30%)		1.598	
	Non Pre-Priced (10%)		1.398	
	Award Criteria Figure	0.0000	1.4580	0.0000

Appendix E - Key Personnel Project Manager

Name: Brian Orona

Name: _____

Title: Service Manager

of Years with the Firm: 16 years

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

of Years as a Project Manager for Type of Construction Services Selected Above: 16 years

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.)

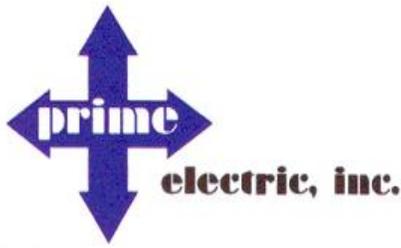
Agency's contact: Name Malcolm Grubbs Title Director of Facilities

Telephone: (505) 724-3923 Email Address: malcolm.grubbs@isleta.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 David Penasa Title Facilities Management

Telephone: (505) 277-2385 Email Address: dpenasa@unm.ed



3312 GIRARD NE • ALBUQUERQUE, NEW MEXICO 87107 • (505) 345-4525 • FAX (505) 345-1075

BRIAN ORONA

Service Manager

Management of Gamblin Rodgers personnel for service, maintenance, and testing.

Certified TEGG Electrician/Technician

Troubleshoot, repair, maintain and install electrical systems and related equipment as assigned. Assume day-to-day coordination of specific agreements or D.E.S. work, as assigned to assure contractual commitments are met in a timely, cost-effective manner.

Field Supervisor/Foreman

Coordination of Gamblin Rodgers personnel and subcontractors with the General Contractor to complete electrical installation and any related special systems. Prepares schedules, progress breakdowns, layout and control of all operations to ensure complete compliance with project specifications, supports safety and maintains safety training on the jobsite, orders required material and keeps in constant communication with project managers in an effort to keep construction delays to a minimum.

Education/Certification

Graduated High School in 1986
Completed two years of Electrical Training at T.V.I.
Licensed Journeyman Wireman: New Mexico #JE98-09146
Certified in Level I Thermography
Certified TEGG Technician: over 200 hours of classroom and hands on training
Completed specialty courses: *Supervisory Training, CPR, First-Aid, Haz-Com, Power Quality Troubleshooting Energized Electrical Parts & Service Safety Training 15KV Elastimold Application, Installation, & Inspection NFPA 70E*

Employment

2006 to present	Gamblin Rodgers Electrical Services a division of Prime Electric, Inc.
1993 to 2006	Gamblin Rodgers Electrical Contractors, Inc.
1988 to 1993	Chaparral Electric

HIGHLIGHTED PROJECT EXPERIENCE (as Project Field Supervisor/Foreman)

Project	Owner	Amount
Belen Schools	Belen Schools	\$424,327.00
Albertsons #922	Albertsons, Inc.	\$410,449.00
UNM Light Lab	UNM Technology	\$731,127.00
Jewel Osco #257	American Stores	\$258,930.00

CONSTRUCTION EXPERIENCE

Brian has been a journeyman electrician since 1989 through present. He has commercial and industrial construction experience.

PROFESSIONAL REFERENCES

Howa Construction
P.O. Box 24016
Salt Lake City, UT 84104
801-328-1514
Contact: Don Busch

Bradbury Stamm Construction
P.O. Box 10850
Albuquerque, NM 87184-0850
505-765-1200
Contact: Mike Ligouiri

Appendix C – Quality Control Plan and Safety

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

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

[See attachment.](#)



Prime Electric, Inc. Quality Control Plan and Safety

Prime Electric, Inc.'s mission is to provide the highest standard and quality assurance installation, service and professionalism on all projects which include small to large commercial and industrial projects throughout the State of New Mexico. Prime Electric is a Labor Agreement Contractor which offers stability, quality, with a highly skilled, well trained work force, offering our customers the highest assurance in quality installation.

Prime Electric takes pride in the fact that top level management is directly involved at every phase of the project, from quotations to final acceptance.

Prime Electric achieves its objectives through strategic planning meetings held bi-weekly with our field supervision. These meetings provide a structured program that will lead to the success and realization of our corporate goals, reflected in our Mission Statement.

All potential employees receive a pre-hire package, which includes company policy, safety plan, and I-9 documentation. All potential employees must be in possession of a valid driver's license, social security card, and must pass a drug-alcohol test prior to being hired. All journeyman shall possess a State issued journeyman's license. All apprentices must be indentured in a State approved training program.

The corporate level responsibility for quality at Prime Electric is the Quality Steering Committee which consists of the following members.

W.T. Claunch	President - Chief Financial Officer and Safety Officer
Raymond Moya	Vice President - Estimating and Project Management
Mark Golleher	Vice President - Special Projects
Amore Sanchez	Estimating and Project Management
Gary Reagan	Safety Director

Our Project Managers are responsible for overseeing quality installation in the field, along with Field Supervisors and the Field Operation Manager and Safety Officer. Prior to starting any project the Project Manager will meet with the Foreman (Foremen) to review drawings and specifications of the project. This review will go over material and equipment along with shipment dates (if available). The Project Manager will adhere to schedules and schedule up-dates and will advise the Foreman of any changes as required by the contract documents. The Project Manager and/or his representative (Foreman) will attend all progress meeting.

The objective of Prime Electric is to provide a quality installation that meets the customer's needs and expectations as expressed in the contract documents. It is a Prime Electric goal to avoid rework and delays during construction through early detection and correction of problems. A priority of Prime Electric is to provide

a safe and productive work environment for not only Prime Electric employees, but for all workers on the project. It is our company goal to practice Quality Assurance and Quality Control on all projects, and to assure installation per the drawings and specifications is done right, the first time.

Prime Electric's quality program consists of Contract Document Review, Document Control, Design Management, Procurement and Expediting, Tool and Equipment Maintenance, Calibration, and Testing, Material and Installation Equipment Management, Construction Management, Inspection, Testing, and Startup.

Site visits will be conducted by the Operations Manager, on a weekly basis. The purpose of the site visit is to become familiar with the site and conditions and to assist investigating project logistics and conditions that may impact the construction process. This will help in quick resolution of problems in design and installation.

Prime Electric will attend any per-bid meeting in order to interact with the customer and clarify the project scope requirements. When no formal pre-bid meeting is scheduled, Prime Electric will contact the customer to resolve any questions concerning the project scope and requirements prior to bidding.

Design documentation for electric power, communications, and control systems is divided as follows: Power Distribution Systems, Lighting Systems, Communication and Data Processing Systems, Life Safety and Security Systems, Lightning Protection Systems, Grounding, Systems, and Instrumentation Systems. Prime Electric is a licensed and a qualified contractor qualified to perform installation of all the above listed systems, with trained personnel capable to install these systems as well.

Prime Electric will use only material and equipment that are acceptable to the customer as defined in the contract documents and specifications. Prime Electric will only use material distributors based on past experience, which have a commitment to quality, service, support and which are capable of meeting the project schedule.

Subcontractors are assessed on their expertise, past experience, commitment to quality and customer satisfaction, and their ability to meet the construction schedule.

Submittals, shop drawings, catalog cut sheets, and test and inspection data required to be submitted to the customer for approval by Prime Electric, will be thoroughly reviewed for completeness and technical requirements, prior to submission. Prime Electric will stamp each submittal as having been reviewed. The goal of this procedure is to avoid delays due to inadequate or erroneous submittals.

Regarding Owner Furnished Material and Equipment, Prime Electric will work with the owner to ensure that owner-furnished material and equipment meet the technical requirements of the project. Prime Electric will provide the customer with schedule milestones and information, so that the owner-furnished materials and equipment do not delay or otherwise affect the construction schedule.

Prime Electric involves management of materials and equipment from the time they are received onsite until they are incorporated in the work. This process is to insure that the right material and equipment are delivered and they are protected from damage and deterioration until installed. Prime Electric will be responsible for proper storage and protection of material and equipment to prevent damage.

The Project Manager along with the Field Operations Manager is ultimately responsible for quality in the field. Prime Electric also believes that in order for quality to be controlled, it must be "built" into the project by the employee performing the work. Therefore, field quality is everyone's responsibility. Prime Electric employs only the best employees with training, skills and experience necessary to perform the work assigned. Each

employee is held responsible for quality of his or her own work and has the authority to alter or correct work when it does not comply with specified requirements and codes.

Prime will coordinate its work with all other participants as required.

Prime Electric will plan and schedule work within the timeframe of the customer and other crafts as required by the schedule and contract documents.

Prime Electric is dedicated to a safe work place. Accident prevention is synonymous with the quality at the site. The Project Manager and the Site Supervisor are responsible, along with the Safety Officer for the safety program at the construction site. This program includes regular review of construction means and methods for safety, inspection of the condition of tools, installation equipment, proper personal protective equipment and the scheduling of a weekly safety meeting at the site. Records of the weekly safety meeting will be kept at the site for inspection.

As-built construction drawings and documentation will be maintained throughout the project at the site. At the end of the project, these as-built construction documents will be provided to the customer in accordance with the contract documents.

Prime Electric will perform ongoing inspection and testing of work in progress according to the manufactures recommendation, specified requirements, and quality assurance procedures. This also reduces punch list items at the end of the project, thus expediting completion of the project.

Prime Electric will perform final inspection and testing on all completed work in accordance with manufacturer's recommendations, specified requirements, and Prime Electric quality assurance procedures, which include proper installation, operation and function in accordance with all governing codes.

Prime Electric will assist third parties such as the owner, owner representative, architect, and/or engineer, manufacturer, code officials, or others, in the performance of required inspection and testing of work in progress and completed work.

Prime Electric will startup and test materials, equipment, and systems in accordance with manufacturer's recommendations, and technical specifications. A manufacturer's representative will be brought to the site to inspect the installation, perform final adjustments, perform required tests, and/or startup the equipment or system, where required by the contract documents, or for warranty compliance.

Prime Electric will conduct ongoing inspection and testing of work in progress throughout construction in accordance with the manufactures recommendations. All irregularities will be recorded and kept on file for inspection at the job site and will be reported at the next progress meeting following discovery.

Prime Electric will correct any nonconforming material, equipment, and work in place by rework or modifications in order to meet specified requirements, removal and replace in total, or achieve acceptance with or without rework or modification by the owner, owner's representative, architect and/or engineer, or other authorized person. When nonconforming material, equipment, or work is accepted as is, Prime Electric will document such acceptance. All nonconforming material, equipment, and work in place by rework or modifications shall be inspected and tested in accordance with the manufactures recommendations.

Prime Electric will insure that all requirements to place warranties and guarantees in force are met. Copies of all warranties and guarantees will be provided to the owner in accordance with the contract documents.

Appendix D – Approach to Recycling

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

Prime Electric, Inc. is committed to recycling to the best standard in our construction industry. This is achieved through steps that assure the sustainability of our planet and environment. We strictly adhere to the following:

- Recycling guidelines as set forth by the United States Environmental Protection Agency (EPA)
- Adherence to a National Recycling Strategy
- Recycling that meets or exceeds the requirements of LEED certified projects and certifications
- Commitment to reducing and eliminating pollutants that enter the environment through air, land or water
- Commitment to reducing the amount of construction waste that enters our landfills
- Use of construction materials that are made from recycled materials, yet still comply with building guidelines and specifications
- Ordering materials and products that have the least amount of shipping and packing materials. This is done by ordering in bulk containers and palletized products.

As an Electrical contractor, Prime Electric recycles, at a minimum, packaging materials, metals (such as conduit, fittings, boxes, enclosures, etc.), copper (such as wire, bus bars, lugs, etc.), aluminum (such as wire, bus bars, etc.), plastics, lamps (which are shipped to a lamp recycling company), ballasts, transformers, batteries, electronic components and other recyclable materials.

Appendix G – Key Personnel Safety Manager

Name: Gary Reagan

Name: _____

Title: Safety Director

of Years with the Firm: 6 months

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Roofing Painting

of Years as a Project Manager for Type of Construction Services Selected Above: 2 years

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.)

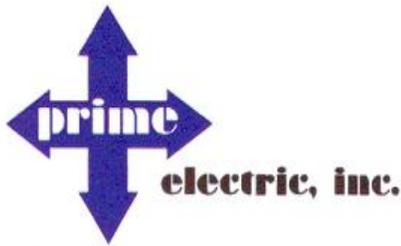
Agency's contact: Name Yesenia Gonzalez Title Project Coordinator

Telephone: (503) 459-4477 Email Address: yesenia.gonzalez@fortisconstruction.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 Anthony Held Title Senior Project Manager

Telephone: (877) 747-4CEI Email Address: anthony_held@CEI.com



3312 GIRARD NE • ALBUQUERQUE, NEW MEXICO 87107 • (505) 345-4525 • FAX (505) 345-1075

Gary Reagan **Safety Director**

Experience

Safety Director • Prime Electric, Inc. • May 2022-current

Collaborate with Facebook and subordinate management to develop, prepare, and implement safety policies and procedures. Ensure compliance with federal, state, and local safety laws, regulations, codes, and rules. Ensure completion of required OSHA recordkeeping and reporting. Provide technical and administrative support to the safety committee. Stop operations and activities that could harm employees or equipment. Identify opportunities to minimize workplace injuries, accidents, and health problems. Conduct or schedule employee training on applicable safety standards.

Safety Director • US Army • Mar 2008- Nov 2009

Directly responsible for bringing Infantry Companies in compliance with all OSHA, HAZMAT, and safety regulations:

Conducted surveys and hazard analyses, prioritized hazards identified during the survey by accident probability and severity, recommend controls or corrective action, tracked hazards on a hazards control log, tracked abatement of the identified hazards, and advised the commander and unit leaders as appropriate.

Infantryman • US Army • Nov 1995- Jul 2015

Perform reconnaissance operations, employ, fire, and recover anti-personnel and anti-tank mines, and locate and neutralize mines, operate, mount/dismount, zero, and engage targets using night vision sight. Led an infantry platoon in combat operations, providing tactical and technical guidance to subordinates and professional support to both superiors and subordinates in the accomplishment of their duties; lead, supervise, and train subordinate personnel.

Education

BA • 2021 • UNM

Communications

Cert • US Army; Sexual Harassment/Assault Response and Prevention 2014

Battle Staff Course 2001

OSHA-30 2009

Risk Management 2015

Instructor/Trainer Course 2004

QUALITY <> INTEGRITY <> EXCELLENCE