



BUILDING A WORLD OF DIFFERENCE

Submitted to
Darcy Montgomery, Subcontract
Administrator
National Renewable Energy
Laboratory
15013 Denver West Parkway,
MS: RSF030
Golden, CO 80401

Submitted by
E-Corp
1598 N Hill Field Rd, Ste B
Layton, UT 84041
Matt Hansen, Regional
Manager
Cell: 719-896-6324 Email:
matt.hansen@e-
corp4u.com

Flatirons Campus Control Center Facility - Construction Services Proposal

Solicitation # RFX-2023-23006

Notice for Handling Proposals:

This proposal shall be used and disclosed for Alliance/NREL and Government evaluation purposes only. Any authorized restrictive notices which the Offeror places on this proposal shall also be strictly complied with. Disclosure of this proposal outside the Government, Alliance/NREL, Alliance/NREL consultants, or other national laboratories personnel for evaluation purposes shall be made only to the extent authorized by, and in accordance with, the procedures in DEAR 915.207-70 and, as applicable stated in the procurement solicitation document for source evaluation and selection process.

1598 N Hill Field Rd, Ste B
Layton, UT 84041

Darcy Montgomery, Subcontract Administrator
National Renewable Energy Laboratory
15013 Denver West Parkway, MS: RSF030
Golden, CO 80401

Dear Darcy,

Per the solicitation, we have included the following with our proposal submission (in this order):

- Attachment 2: Notice of Intent
- Attachment 3: Construction Services Price Proposal Form (See also Attachment 3)
- Attachment 6: The Environmental, Safety and Health Subcontract Risk Evaluation Worksheet (See also 10 Pass / Fail Criteria)
- Attachment 7: Organizational Conflicts of Interest Form
- Attachment 8: Representations and Certifications
- 8.1 Safety
 - Our Safety Professional's Resume
 - Our Corporate Safety Plan (Attached separately since it's almost 400 pages)
- 8.2 Successful Past Performance, Construction Experience, Relevancy
- 8.3 Cost
- 10 Pass / Fail Criteria
 - 10.1 Bonding Letter
 - 10.2 Insurability
 - 10.3 EMR
- 11 Other Safety Considerations

E-Corp accepts the statement of work as outlined in Attachment 1. E-Corp is concerned that NREL's stated period of performance cannot be met due to extremely long lead time on ordering and delivering mechanical and electrical equipment. Some of these lead times are currently quoted as longer than the state desired NREL period of performance. Please see E-Corp's attached preliminary schedule for anticipated project durations.

ID	Task Name	Duration	Start	Finish
1	NBL Flatrons Campus Core of Entry	77d 00m	Thu 01/23	Wed 7/26
2	Project Mgmt	0.5d	Thu 01/23	Thu 01/23
3	Notice to Proceed	0.5d	Thu 01/23	Thu 01/23
4	Submittals	30.5d	Thu 01/23	Fri 03/05
5	Design Start	30.5d	Sat 01/23	Fri 03/05
6	Construction Start	72d 00m	Sat 01/23	Wed 7/26
7	Construction Close	4.5d	Wed 02/04	Sat 02/04
8	Building Exterior	107d 00m	Sun 03/04	Sun 01/12/25
9	Survey	5.5d	Sun 03/04	Thu 7/26
10	Excavation Control	5.5d	Fri 7/26	Thu 7/26
11	Site Clearing	8.5d	Wed 7/10/24	Wed 7/17/24
12	Excavation/Retaining	5.5d	Thu 7/18/24	Mon 7/22/24
13	Forming & Foundations	15.5d	Thu 7/23/24	Thu 8/6/24
14	Underground Utilities/Underlayment	10.5d	Wed 8/7/24	Fri 8/9/24
15	Structural Steel	5.5d	Sat 8/17/24	Wed 8/21/24
16	Reinforcing & Rigid Walling / Columns	3.5d	Thu 8/22/24	Sat 8/24/24
17	SCC Concrete	14.5d	Sun 8/25/24	Sat 9/7/24
18	Steel Erection	80.5d	Sun 8/26/24	Wed 11/6/24
19	Steel Deck	9.5d	Thu 11/7/24	Fri 11/15/24
20	Deck/Concrete Slabs	7.5d	Sat 11/09/24	Fri 11/22/24
21	Roofing/Floor Plates	15.5d	Sat 11/09/24	Sat 11/30/24
22	Major Stud Framing	20.5d	Sun 11/10/24	Sun 12/01/24
23	Exterior Gypsum Sheathing	20.5d	Sun 12/01/24	Sat 12/07/24
24	Exterior Wall & Cladding	8.5d	Sun 12/01/24	Sun 12/02/24
25	Building Interior	168d 00m	Mon 12/02/24	Sun 01/12/26
26	Interior Metal Stud Framing	10.5d	Mon 12/02/24	Wed 12/05/24
27	Door Frames	10.5d	Thu 12/05/24	Sat 12/07/24
28	Rough Mechanical	15.5d	Thu 12/05/24	Thu 12/05/24
29	Rough Electrical	10.5d	Thu 12/05/24	Thu 12/05/24
30	Rough Plumbing	20.5d	Thu 12/05/24	Thu 12/19/24
31	Rough Insulation/Commissioning	8.5d	Wed 11/05/24	Wed 12/26/24
32	Drywall	25.5d	Thu 12/26/24	Sun 12/29/24
33	Exhaust	10.5d	Mon 01/13/25	Wed 01/15/25
34	Ceramic Tile	10.5d	Mon 01/13/25	Wed 01/15/25
35	Paint	10.5d	Thu 01/15/25	Sat 01/18/25
36	Interior	5.5d	Sun 01/20/25	Thu 01/23/25
37	Aluminum Scaffolding & Gird	15.5d	Fri 01/24/25	Fri 02/07/25
38	Acoustic Ceiling	25.5d	Sat 02/07/25	Thu 02/13/25
39	Finish Fire Sprinklers	15.5d	Wed 02/19/25	Wed 02/19/25
40	Finish Mechanical	8.5d	Fri 01/31/25	Fri 02/01/25
41	Finish Electrical	20.5d	Wed 01/08/25	Wed 02/05/25
42	Finish Commissioning	15.5d	Thu 02/05/25	Thu 02/05/25
43	Final	15.5d	Thu 02/05/25	Thu 02/05/25
44	Acoustic Wall Panels	15.5d	Wed 01/08/25	Wed 02/05/25
45	Doors & Hardware	15.5d	Sun 01/05/25	Sat 01/11/25
46	Site Work	86d 00m	Thu 12/04/24	Thu 02/07/25
47	Site Work	5.5d	Thu 12/04/24	Mon 12/30/24
48	Utilities	25.5d	Thu 12/04/24	Fri 12/06/24
49	Prep for Site Concrete	5.5d	Sat 12/06/24	Wed 12/11/24
50	Site Concrete	25.5d	Thu 12/05/24	Sun 12/29/24
51	Prep for Asphalt Paving	4.5d	Mon 01/06/25	Thu 01/09/25
52	Asphalt Paving	2.5d	Fri 01/10/25	Mon 01/13/25
53	Signage	2.5d	Thu 01/09/25	Wed 01/09/25
54	Painting	2.5d	Thu 01/09/25	Fri 01/10/25
55	Landscaping	25.5d	Mon 02/03/25	Thu 02/20/25
56	Site Work	15.5d	Sat 01/11/25	Thu 01/16/25
57	OWTS Paved	15.5d	Sat 01/11/25	Sun 01/20/25
58	Excavation Control	10.5d	Sat 01/11/25	Mon 01/20/25
59	Utility Work/Grass Field	80.5d	Thu 02/27/25	Sun 01/12/26
60	Excavation/Retaining	10.5d	Wed 11/25/24	Wed 12/04/24
61	Landscaping	25.5d	Thu 12/04/24	Sun 12/29/24
62	Pre Owner Inspection	2.5d	Mon 02/25	Thu 03/06/25
63	Final List	15.5d	Wed 02/05/25	Wed 02/05/25
64	Final Inspection	2.5d	Thu 01/09/25	Fri 01/10/25
65	Final List	5.5d	Sat 02/07/25	Wed 02/19/25
66	Long Lead Items	72d 00m	Sat 01/23	Wed 7/26
67	500 KVA Transformer	315.5d	Sat 01/23	Fri 01/09/26
68	Install Transformer	5.5d	Sat 01/12/24	Wed 01/16/24
69	Generator	335.5d	Sat 01/23	Fri 01/09/26
70	Install Generator	5.5d	Sat 02/02/24	Wed 02/07/24
71	Positioning Switch Gear	100.5d	Sat 01/23	Fri 03/05/25
72	Install Switch Gear	14.5d	Sat 03/02/25	Fri 03/07/25
73	Commissioning	14.5d	Thu 02/07/25	Wed 02/19/25
74	Project Completion	0.5d	Wed 01/29/25	Wed 01/29/25



Attachment 2

NOTICE OF INTENT TO SUBMIT A PROPOSAL/ATTEND CONFERENCE

RETURN TO SUBCONTRACT ADMINISTRATOR

REQUEST FOR PROPOSAL NO. RFX-2023-23006

“FLATIRONS CAMPUS CONTROL CENTER FACILITY - CONSTRUCTION SERVICES”

National Renewable Energy Laboratory
Attn: Darcy Montgomery, Subcontract Administrator
15013 Denver West Parkway
Golden, CO 80401
Email: Darcy.Montgomery@nrel.gov

The referenced Request for Proposal has been reviewed and this is to notify you that:

We intend to submit a proposal in response to this Request for Proposal and are sending **(Insert number of people)** people to the mandatory pre-proposal conference.

We do not intend to submit a proposal.

Organization's Name: E-Corp

Address: 1598 N. Hillfield Rd. Suite B

City/State/Zip: Layton, UT 84067

Contact Name: John Stalder

Telephone No. 801-771-0933 Email: john@e-corp4u.com Fax No.

Pre-Proposal Conference Attendees:

Name	Citizenship	Cell Phone Number	Email
John Stalder	US	801-631-6748	John@e-corp4u.com

**Attachment 3
Construction Services
Price/Cost Proposal Form**

Request for Proposal (RFP) Number: RFX-2023-23006

Project Name: Flatirons Campus Control Center Facility - Construction Services

Name of Offeror: E-Corp

Address: 1598 North Hill field Road, Suite C
Layton, UT 84041

Contact Name: Matt Hansen

Telephone: 719-896-6324 **Date:** 7-Mar-2023

Email: matt.hansen@e-corp4u.com

To: Darcy Montgomery
Subcontract Administrator
National Renewable Energy Laboratory
15013 Denver West Parkway, MS RSF 030
Golden, Colorado 80401

Type: Construction Services

The Offeror has examined the Statement of Work (SOW) and based on this examination, the Offeror agrees to furnish all labor, material, equipment, services and supplies, and perform all work and operations in accordance with all NREL requirements and within the period of performance specified. Offeror shall provide their fixed price proposal in the following format. For questions related to NREL's definitions, click on the icon below to open the Cost and Pricing Data Definitions page which can be located online under the "Construction Specific Forms tab at: <http://www.nrel.gov/workingwithus/forms.html>.

The Offeror shall complete the following tables for the construction proposal. The tables may be expanded as needed to provide a current, accurate, and complete basis for the project.

- Table 1.1 Self-Performed Construction Labor Costs;
- Table 1.2 Construction Lower-tier Subcontractors
- Table 2.1 Material Self Performed Costs
- Table 3.1 General Condition Costs

**Attachment 3
Construction Services
Price/Cost Proposal Form**

1. CONSTRUCTION LABOR COSTS

Table 1.1 shall be completed in its entirety. If this proposal is used in response to an RFP for a Task Order, Offeror shall respond using the fully burdened labor rates identified in the Task Ordering Agreement (TOA).

TABLE 1.1 SELF-PERFORMED CONSTRUCTION LABOR COST				
CSI DIVISION NO.	SELF-PERFORMED LABOR (e.g., Carpenter or Electrician, or categories subject to Davis-Bacon Wage Determinations)	No. of Hours	BASE HOURLY RATE (Davis-Beacon Rate, Plus Fringe)	TOTAL BASE COST
Subtotal:				
Overhead				
G&A				
Profit				
SUBTOTAL CONSTRUCTION LABOR COST:			\$	-

Offer shall list all proposed Lower-tier Construction Subcontractors and their proposed prices that shall be supported with Lower-tier Subcontractor proposal or price quotes. Offeror shall have supply a bid or price-proposal sheet for **each** proposed Lower-tier Construction Subcontractor separately to support the costs outlined in Table 1.2.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

TABLE 1.2 CONSTRUCTION LOWER - TIER SUBCONTRACTORS			
CSI DIVISION NO.	Lower - tier Construction Subcontractor (Name):		Lower-tier Price
3	Centennial Concrete		\$638,684.00
4	Ammex Masonry		\$331,335.00
5	Zimkor		\$820,007.00
6	Rough Carpentry		\$20,000.00
6	Decorative Resin Fabrications		\$22,440.00
7	Black Roofing & Waterproofing		\$45,757.00
7	Water Vapor Emission Control System		\$47,791.00
7	ALCAL		\$19,040.00
7	USI		\$8,225.00
7	Under Slab Vapor Barrier		\$11,250.00
7	Douglass Colony		\$1,368,875.00
7	Caulking & Sealants		\$25,462.00
8	SMH		\$86,573.00
8	Metro Doors		\$8,000.00
8	Access Doors & Frames		\$4,000.00
8	Horizon Glass		\$1,255,175.00
9	Service West		\$475,695.00
9	Acoustical Systems		\$233,442.00
9	Next Generation		\$143,314.00
9	Crack Suppression		\$27,808.00
9	Floor Sealer		\$2,813.00
9	Four Corners Painting		\$26,554.00
10	Colorado Specialties		\$17,909.00
12	Blindshine		\$49,980.00
12	Wood Works		\$94,763.00
14	Schindler Elevator		\$224,500.00
21	Sentient Fire Protection		\$102,998.00
22/23	PLS		\$1,751,156.00
26/27/28	St Andrews		\$3,080,000.00
31	Western States Reclamation		\$389,954.00
32	Asphalt Paving		\$27,738.00
32	Pavement Markings		\$3,062.00
32	Parking Bumpers		\$2,000.00
32	Western States Reclamation		\$311,336.00
33	Western States Reclamation		\$324,630.00
OWTS	Multiple Subs		\$300,784.00
		Subtotal Construction Lower-tier Subcontract Cost:	\$ 12,303,050.00
Mark-Up on Lower-tier Subcontract Costs (% _____ per TOA Rate Schedule if applicable)		17%	\$ 2,151,803.45
SUBTOTAL OF CONSTRUCTION LOWER-TIER SUBCONTRACT COSTS, WITH APPLIED OVERHEAD AND PROFIT			\$ 14,454,853.45

**Attachment 3
Construction Services
Price/Cost Proposal Form**

2. MATERIALS AND EQUIPMENT

Offeror shall identify the total cost for the materials for this project (including tax free materials as described in the Task Order Agreement, if Applicable). The total proposed cost shall be supported with a detailed bill of materials. If required for the project, Offeror shall identify proposed equipment rental costs in support of the effort.

TABLE 2.1 MATERIAL SELF PERFORMED COSTS			
MATERIALS & EQUIPMENT			
			\$ -
Subtotal:			
Material Handling Fee			
TOTAL MATERIAL & EQUIPMENT COSTS (INCLUDES PROFIT)			\$ -

**Attachment 3
Construction Services
Price/Cost Proposal Form**

3. GENERAL CONDITIONS

below. Add any other labor categories that may not be listed in the table below. "Other GC Costs" shall either be itemized by adding rows to the Table 3.1 or identified as a lump sum in Table 3.1 and itemized in a separate spreadsheet and attached to this Cost/Price Proposal.

TABLE 3.1 GENERAL CONDITIONS COSTS			
GC Labor	Qty	Labor Rate	Total
Project Manager	2243.60	\$ 85.00	\$ 190,706.00
Qualified Field Supervisor (2)	4487.2	\$ 85.00	\$ 381,412.00
Administrative Support (Onsite)	2243.60	\$ 45.00	\$ 100,962.00
Administrative Support	560.9	\$ 45.00	\$ 25,240.50
Scheduler			
Safety Manager			
Other GC Costs	Qty	Cost per Unit	Total
Travel	1	\$ 88,650.00	\$ 88,650.00
Field Office/MOB	1	\$ 31,570.00	\$ 31,570.00
Communications	1	\$ 1,300.00	\$ 1,300.00
Temp Toilets	13	\$ 550.00	\$ 7,150.00
Temp Fencing	1000	\$ 8.50	\$ 8,500.00
Garbage	13	\$ 488.46	\$ 6,350.00
Water	1	\$ 19,775.00	\$ 19,775.00
Site Cleanup	1	\$ 12,600.00	\$ 12,600.00
Winter Protection	1	\$ 47,900.00	\$ 47,900.00
Site Surveying	1	\$ 20,150.00	\$ 20,150.00
Test & Inspection	1	\$ 30,000.00	\$ 30,000.00
Sub Total			\$ 972,265.50
Overhead	10%		\$ 97,226.55
G&A (%)	5%		\$ 53,474.60
Profit (%)	5%		\$ 56,148.33
GENERAL CONDITIONS SUBTOTAL			\$ 879,929.49

**Attachment 3
Construction Services
Price/Cost Proposal Form**

4. TOTAL CONSTRUCTION COSTS

Construction Price (Sum Tables 1.1 & 1.2)		\$ 14,454,853.45
Material Price (Sum of Table 2.1)		\$ -
General Conditions Price (Sum of Table 3.1)		\$ 879,929.49

TOTAL CONSTRUCTION COSTS (Sum of Prices in Tables 1.1, 1.2, 2.1 and 3.1) \$ 15,334,782.93

5. Other Costs

Performance Bond (___%) X (Total Construction Costs)	0.60%	\$ 97,145.91
Payment Bond (___%) X (Total Construction Costs)	0.60%	\$ 97,145.91
Insurance (___%) X (Total Construction Costs)	1%	\$ 161,909.85
Escalation Cost due to the length of the project	LS	\$ 500,000.00

6. Total Proposed Price

Sum of Subtotal Construction Price, Profit, & Other Costs		\$ 16,190,984.59
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Total Proposed Price: Sixteen Million, One Hundred Ninety Thousand, Nine Hundred Eighty Four Dollars and 59/100
(Amount written in text format)

7. UNALLOWABLE COSTS:

- 7.1.** Costs identified as unallowable and/or unallocable in Part 31 of the Federal Acquisition Regulations (FAR).
- 7.2.** Costs for work, activities and/or functions proposed in the indirect rates shall not be proposed again as a direct cost in any pricing associated with the subcontract.
- 7.3.** Out of state travel expenses for any employee without prior approval of NREL.
- 7.4.** Local travel for normal employee commuting to and from work.
- 7.5.** Temporary housing and/or living expenses/allowances for project personnel.
- 7.6.** Deposits lost by subcontractor.
- 7.7.** Costs of removing condemned or rejected materials.
- 7.8.** Costs associated with Subcontractor's failure to timely obtain any necessary permits and licenses.

Attachment 3
Construction Services
Price/Cost Proposal Form

- 7.9.** Any acceleration or extended duration costs, including any and all overtime wages, and the cost of performing work out of sequence, arising as a result of delay in carrying out the work caused by the Subcontractor or any lower-tier subcontractor, unless approved by NREL in a change order/modification.
- 7.10.** Losses and damages, not compensated by insurance, related to the work or otherwise sustained by the subcontractor in connection with the performance and furnishing of the work.
- 7.11.** Interest expense.
- 7.12.** Any fines, penalties or other judgments imposed by local, state or federal authorities against the Subcontractor or any lower-tier subcontractor.
- 7.13.** Costs due to the negligence, default, or failure to fulfill a responsibility of the subcontractor, any lower-tier subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 7.14.** Costs of additional services by an A/E which may be required in connection with repairs, removal or replacements necessitated by defects in materials and workmanship.
- 7.15.** Costs incurred as a result of any inspection or test which reveals nonconforming or defective work.
- 7.16.** Profit sharing and bonuses paid to Subcontractor's or related entity personnel.
- 7.17.** Alcohol, entertainment, staff meals, holiday parties and picnics.
- 7.18.** Advertising and Public Relations related to selling services/products and/or enhancing company image.
- 7.19.** Contributions, donations and goodwill.
- 7.20.** All costs associated with organization or reorganization of corporate structure including mergers and acquisitions and change in financial structure resulting in alterations in the rights and interests of security holders.
- 7.21.** Costs related to legal and other proceedings (i) in defense of or prosecution of claims or appeals against the Federal Government, (ii) defense or prosecution of lawsuits or appeals between contractors arising from agreement or contract concerning teaming arrangement, joint venture, or similar arrangement, dual sourcing, etc., (iii) patent filings or litigation, (iv) acts of fraud, criminal acts or for violations of laws or regulations, and (iv) protests of Federal solicitations or awards.

8. ALTERNATES

Owner reserves the right to take no alternates, select individual alternates, or all add alternates in whatever order best suits NREL, whether or not the choice of alternates selected changes the apparent low proposal. Should NREL request Add Alternate pricing, complete a separate Price/Cost Proposal Form for the Add Alternate.

Attachment 3
Construction Services
Price/Cost Proposal Form

9. ATTACHMENTS

Offeror shall provide all applicable price/cost documentation necessary to support their proposed price/cost, which can include, but is not limited to the following:

- 9.1. Lower-tier Subcontractor price proposals
- 9.2. Bill of Material (BOM)
- 9.3. Negotiated labor union labor rates (if applicable)
- 9.4. Vendor Quotes

11. WITHDRAWAL OF PROPOSAL

Offeror agrees that its Proposal will remain firm and will not be withdrawn for a period of 90 calendar days after the scheduled closing time for receipt of proposals.

12. TIME FOR COMPLETION

Offeror agrees to complete the work in its entirety within _770_ calendar days after issuance of Notice to Proceed.

13. REJECTION OF PROPOSALS

Offeror understands that NREL reserves the right to waive any informality in the proposal and to reject any or all proposals in whole or in part

14. AGREEMENT AND PAYMENT AND PERFORMANCE BOND

Upon receipt an executed subcontract or task order, Offeror agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the Instructions to Offeror's.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

15. FIRM NAME AND ADDRESS OF OFFEROR

This proposal is submitted in the name of:

Firm Name: E-Corp
Business Address: 1598 North Hill field Road, Ste C

Name: Matt Hansen

Signed:



Signed and Sealed this 7th Day of March, 2023

END OF SECTION

**Attachment 3
Construction Services
Price/Cost Proposal Form**

Request for Proposal (RFP) Number: RFX-2023-23006

Project Name: Flatirons Campus Control Center Facility - Construction Services Alt #1

Name of Offeror: E-Corp

Address: 1598 North Hill field Road, Suite C
Layton, UT 84041

Contact Name: Matt Hansen

Telephone: 719-896-6324 **Date:** 7-Mar-2023

Email: matt.hansen@e-corp4u.com

To: Darcy Montgomery
Subcontract Administrator
National Renewable Energy Laboratory
15013 Denver West Parkway, MS RSF 030
Golden, Colorado 80401

Type: Construction Services

Alternate No.1: Substitute bike shelter integrated with architecture/stairs on north side of building to accommodate the equivalent of 5 bike racks in lieu of the 5 inverted U racks as drawn. Refer to landscape layout drawings. Reference bike shelter: Manuf: Velodome Shelters, Product: Peapod

The Offeror shall complete the following tables for the construction proposal. The tables may be expanded as needed to provide a current, accurate, and complete basis for the project.

- Table 1.1 Self-Performed Construction Labor Costs;
- Table 1.2 Construction Lower-tier Subcontractors
- Table 2.1 Material Self Performed Costs
- Table 3.1 General Condition Costs

**Attachment 3
Construction Services
Price/Cost Proposal Form**

1. CONSTRUCTION LABOR COSTS

Table 1.1 shall be completed in its entirety. If this proposal is used in response to an RFP for a Task Order, Offeror shall respond using the fully burdened labor rates identified in the Task Ordering Agreement (TOA).

TABLE 1.1 SELF-PERFORMED CONSTRUCTION LABOR COST				
CSI DIVISION NO.	SELF-PERFORMED LABOR (e.g., Carpenter or Electrician, or categories subject to Davis-Bacon Wage Determinations)	No. of Hours	BASE HOURLY RATE (Davis-Beacon Rate, Plus Fringe)	TOTAL BASE COST
Subtotal:				
Overhead				
G&A				
Profit				
SUBTOTAL CONSTRUCTION LABOR COST:		\$		-

Offer shall list all proposed Lower-tier Construction Subcontractors and their proposed prices that shall be supported with Lower-tier Subcontractor proposal or price quotes. Offeror shall have supply a bid or price-proposal sheet for **each** proposed Lower-tier Construction Subcontractor separately to support the costs outlined in Table 1.2.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

TABLE 1.2 CONSTRUCTION LOWER - TIER SUBCONTRACTORS			
CSI DIVISION NO.	Lower - tier Construction Subcontractor (Name):		Lower-tier Price
32	Delete Bike Racks		-\$6,510.00
32	Material Handling USA		\$49,375.80
32	Install Bike Shelter		\$20,000.00
	Subtotal Construction Lower-tier Subcontract Cost:		\$ 62,865.80
	Mark-Up on Lower-tier Subcontract Costs (% _____ per TOA Rate Schedule if applicable)	17%	\$ 10,938.65
SUBTOTAL OF CONSTRUCTION LOWER-TIER SUBCONTRACT COSTS, WITH APPLIED OVERHEAD AND PROFIT			\$ 73,804.45

2. MATERIALS AND EQUIPMENT

Offeror shall identify the total cost for the materials for this project (including tax free materials as described in the Task Order Agreement, if Applicable). The total proposed cost shall be supported with a detailed bill of materials. If required for the project, Offeror shall identify proposed equipment rental costs in support of the effort.

TABLE 2.1 MATERIAL SELF PERFORMED COSTS			
MATERIALS & EQUIPMENT			
			\$ -
Subtotal:			
	Material Handling Fee		
TOTAL MATERIAL & EQUIPMENT COSTS (INCLUDES PROFIT)			\$ -

**Attachment 3
Construction Services
Price/Cost Proposal Form**

3. GENERAL CONDITIONS

3.1 below. Add any other labor categories that may not be listed in the table below. "Other GC Costs" shall either be itemized by adding rows to the Table 3.1 or identified as a lump sum in Table 3.1 and itemized in a separate spreadsheet and attached to this Cost/Price Proposal.

TABLE 3.1 GENERAL CONDITIONS COSTS			
GC Labor	Qty	Labor Rate	Total
Project Manager	5	\$ 85.00	\$ 425.00
Qualified Field Supervisor	10	\$ 85.00	\$ 850.00
Administrative Support		\$ 54.00	\$ -
Scheduler			
Safety Manager			
Other GC Costs	Qty	Cost per Unit	Total
Sub Total			\$ 1,275.00
Overhead	10%		\$ 127.50
G&A (%)	5%		\$ 70.13
Profit (%)	5%		\$ 73.63
GENERAL CONDITIONS SUBTOTAL			\$ 1,546.26

**Attachment 3
Construction Services
Price/Cost Proposal Form**

4. TOTAL CONSTRUCTION COSTS

Construction Price (Sum Tables 1.1 & 1.2)	\$ 73,804.45
Material Price (Sum of Table 2.1)	\$ -
General Conditions Price (Sum of Table 3.1)	\$ 1,546.26

TOTAL CONSTRUCTION COSTS (Sum of Prices in Tables 1.1, 1.2, 2.1 and 3.1) **\$ 75,350.71**

5. Other Costs

Performance Bond (___%) X (Total Construction Costs)	0.60% \$ 462.27
Payment Bond (___%) X (Total Construction Costs)	0.60% \$ 462.27
Insurance (___%) X (Total Construction Costs)	1% \$ 770.46

6. Total Proposed Price

Sum of Subtotal Construction Price, Profit, & Other Costs **\$ 77,045.71**

Total Proposed Price: Seventy Seven Thousand, Fourty Five Dollars and 71/100
(Amount written in text format)

7. UNALLOWABLE COSTS:

- 7.1.** Costs identified as unallowable and/or unallocable in Part 31 of the Federal Acquisition Regulations (FAR).
- 7.2.** Costs for work, activities and/or functions proposed in the indirect rates shall not be proposed again as a direct cost in any pricing associated with the subcontract.
- 7.3.** Out of state travel expenses for any employee without prior approval of NREL.
- 7.4.** Local travel for normal employee commuting to and from work.
- 7.5.** Temporary housing and/or living expenses/allowances for project personnel.
- 7.6.** Deposits lost by subcontractor.
- 7.7.** Costs of removing condemned or rejected materials.
- 7.8.** Costs associated with Subcontractor's failure to timely obtain any necessary permits and licenses.

Attachment 3
Construction Services
Price/Cost Proposal Form

- 7.9. Any acceleration or extended duration costs, including any and all overtime wages, and the cost of performing work out of sequence, arising as a result of delay in carrying out the work caused by the Subcontractor or any lower-tier subcontractor, unless approved by NREL in a change order/modification.
- 7.10. Losses and damages, not compensated by insurance, related to the work or otherwise sustained by the subcontractor in connection with the performance and furnishing of the work.
- 7.11. Interest expense.
- 7.12. Any fines, penalties or other judgments imposed by local, state or federal authorities against the Subcontractor or any lower-tier subcontractor.
- 7.13. Costs due to the negligence, default, or failure to fulfill a responsibility of the subcontractor, any lower-tier subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 7.14. Costs of additional services by an A/E which may be required in connection with repairs, removal or replacements necessitated by defects in materials and workmanship.
- 7.15. Costs incurred as a result of any inspection or test which reveals nonconforming or defective work.
- 7.16. Profit sharing and bonuses paid to Subcontractor's or related entity personnel.
- 7.17. Alcohol, entertainment, staff meals, holiday parties and picnics.
- 7.18. Advertising and Public Relations related to selling services/products and/or enhancing company image.
- 7.19. Contributions, donations and goodwill.
- 7.20. All costs associated with organization or reorganization of corporate structure including mergers and acquisitions and change in financial structure resulting in alterations in the rights and interests of security holders.
- 7.21. Costs related to legal and other proceedings (i) in defense of or prosecution of claims or appeals against the Federal Government, (ii) defense or prosecution of lawsuits or appeals between contractors arising from agreement or contract concerning teaming arrangement, joint venture, or similar arrangement, dual sourcing, etc., (iii) patent filings or litigation, (iv) acts of fraud, criminal acts or for violations of laws or regulations, and (iv) protests of Federal solicitations or awards.

8. ALTERNATES

Owner reserves the right to take no alternates, select individual alternates, or all add alternates in whatever order best suits NREL, whether or not the choice of alternates selected changes the apparent low proposal. Should NREL request Add Alternate pricing, complete a separate Price/Cost Proposal Form for the Add Alternate.

Attachment 3
Construction Services
Price/Cost Proposal Form

9. ATTACHMENTS

Offeror shall provide all applicable price/cost documentation necessary to support their proposed price/cost, which can include, but is not limited to the following:

- 9.1. Lower-tier Subcontractor price proposals
- 9.2. Bill of Material (BOM)
- 9.3. Negotiated labor union labor rates (if applicable)
- 9.4. Vendor Quotes

11. WITHDRAWAL OF PROPOSAL

Offeror agrees that its Proposal will remain firm and will not be withdrawn for a period of 90 calendar days after the scheduled closing time for receipt of proposals.

12. TIME FOR COMPLETION

Offeror agrees to complete the work in its entirety within No Change calendar days after issuance of Notice to Proceed.

13. REJECTION OF PROPOSALS

Offeror understands that NREL reserves the right to waive any informality in the proposal and to reject any or all proposals in whole or in part

14. AGREEMENT AND PAYMENT AND PERFORMANCE BOND

Upon receipt an executed subcontract or task order, Offeror agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the Instructions to Offeror's.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

15. FIRM NAME AND ADDRESS OF OFFEROR

This proposal is submitted in the name of:

Firm Name: E-Corp

Business Address: 1598 North Hill field Road, Ste C

Name: Matt Hansen

Signed:



Signed and Sealed this 7th Day of March, 2023

END OF SECTION

**Attachment 3
Construction Services
Price/Cost Proposal Form**

Request for Proposal (RFP) Number: RFX-2023-23006

Project Name: Flatirons Campus Control Center Facility - Construction Services Alt #2

Name of Offeror: E-Corp

Address: 1598 North Hill field Road, Suite C
Layton, UT 84041

Contact Name: Matt Hansen

Telephone: 719-896-6324 **Date:** 7-Mar-2023

Email: matt.hansen@e-corp4u.com

To: Darcy Montgomery
Subcontract Administrator
National Renewable Energy Laboratory
15013 Denver West Parkway, MS RSF 030
Golden, Colorado 80401

Type: Construction Services

Alternate No. 2: Substitute motorized roller shade with complete low-voltage system, in lieu of manual roller shades as drawn and specified.

The Offeror shall complete the following tables for the construction proposal. The tables may be expanded as needed to provide a current, accurate, and complete basis for the project.

- Table 1.1 Self-Performed Construction Labor Costs;
- Table 1.2 Construction Lower-tier Subcontractors
- Table 2.1 Material Self Performed Costs
- Table 3.1 General Condition Costs

**Attachment 3
Construction Services
Price/Cost Proposal Form**

1. CONSTRUCTION LABOR COSTS

Table 1.1 shall be completed in its entirety. If this proposal is used in response to an RFP for a Task Order, Offeror shall respond using the fully burdened labor rates identified in the Task Ordering Agreement (TOA).

TABLE 1.1 SELF-PERFORMED CONSTRUCTION LABOR COST				
CSI DIVISION NO.	SELF-PERFORMED LABOR (e.g., Carpenter or Electrician, or categories subject to Davis-Bacon Wage Determinations)	No. of Hours	BASE HOURLY RATE (Davis-Beacon Rate, Plus Fringe)	TOTAL BASE COST
Subtotal:				
Overhead				
G&A				
Profit				
SUBTOTAL CONSTRUCTION LABOR COST:		\$		-

Offer shall list all proposed Lower-tier Construction Subcontractors and their proposed prices that shall be supported with Lower-tier Subcontractor proposal or price quotes. Offeror shall have supply a bid or price-proposal sheet for each proposed Lower-tier Construction Subcontractor separately to support the costs outlined in Table 1.2.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

TABLE 1.2 CONSTRUCTION LOWER - TIER SUBCONTRACTORS			
CSI DIVISION NO.	Lower - tier Construction Subcontractor (Name):		Lower-tier Price
12	Blind Shine		\$44,140.00
26	St Andrews		\$9,800.00
	Subtotal Construction Lower-tier Subcontract Cost:		\$ 53,940.00
	Mark-Up on Lower-tier Subcontract Costs (% _____ per TOA Rate Schedule if applicable)	17%	\$ 9,385.56
SUBTOTAL OF CONSTRUCTION LOWER-TIER SUBCONTRACT COSTS, WITH APPLIED OVERHEAD AND PROFIT			\$ 63,325.56

2. MATERIALS AND EQUIPMENT

Offeror shall identify the total cost for the materials for this project (including tax free materials as described in the Task Order Agreement, if Applicable). The total proposed cost shall be supported with a detailed bill of materials. If required for the project, Offeror shall identify proposed equipment rental costs in support of the effort.

TABLE 2.1 MATERIAL SELF PERFORMED COSTS			
MATERIALS & EQUIPMENT			
			\$ -
Subtotal:			
	Material Handling Fee		
TOTAL MATERIAL & EQUIPMENT COSTS (INCLUDES PROFIT)			\$ -

**Attachment 3
Construction Services
Price/Cost Proposal Form**

3. GENERAL CONDITIONS

3.1 below. Add any other labor categories that may not be listed in the table below. "Other GC Costs" shall either be itemized by adding rows to the Table 3.1 or identified as a lump sum in Table 3.1 and itemized in a separate spreadsheet and attached to this Cost/Price Proposal.

TABLE 3.1 GENERAL CONDITIONS COSTS			
GC Labor	Qty	Labor Rate	Total
Project Manager	5	\$ 85.00	\$ 425.00
Qualified Field Supervisor	10	\$ 85.00	\$ 850.00
Administrative Support		\$ 54.00	\$ -
Scheduler			
Safety Manager			
Other GC Costs	Qty	Cost per Unit	Total
Sub Total			\$ 1,275.00
Overhead	10%		\$ 127.50
G&A (%)	5%		\$ 70.13
Profit (%)	5%		\$ 73.63
GENERAL CONDITIONS SUBTOTAL			\$ 1,546.26

**Attachment 3
Construction Services
Price/Cost Proposal Form**

4. TOTAL CONSTRUCTION COSTS

Construction Price (Sum Tables 1.1 & 1.2)	\$ 63,325.56
Material Price (Sum of Table 2.1)	\$ -
General Conditions Price (Sum of Table 3.1)	\$ 1,546.26

TOTAL CONSTRUCTION COSTS (Sum of Prices in Tables 1.1, 1.2, 2.1 and 3.1) **\$ 64,871.82**

5. Other Costs

Performance Bond (___%) X (Total Construction Costs)	0.60% \$ 397.99
Payment Bond (___%) X (Total Construction Costs)	0.60% \$ 397.99
Insurance (___%) X (Total Construction Costs)	1% \$ 663.31

6. Total Proposed Price

Sum of Subtotal Construction Price, Profit, & Other Costs **\$ 66,331.10**

Total Proposed Price: Sixty Six Thousand, Three Hundred Thirty One Dollars and 10/100
(Amount written in text format)

7. UNALLOWABLE COSTS:

- 7.1.** Costs identified as unallowable and/or unallocable in Part 31 of the Federal Acquisition Regulations (FAR).
- 7.2.** Costs for work, activities and/or functions proposed in the indirect rates shall not be proposed again as a direct cost in any pricing associated with the subcontract.
- 7.3.** Out of state travel expenses for any employee without prior approval of NREL.
- 7.4.** Local travel for normal employee commuting to and from work.
- 7.5.** Temporary housing and/or living expenses/allowances for project personnel.
- 7.6.** Deposits lost by subcontractor.
- 7.7.** Costs of removing condemned or rejected materials.
- 7.8.** Costs associated with Subcontractor's failure to timely obtain any necessary permits and licenses.

Attachment 3
Construction Services
Price/Cost Proposal Form

- 7.9.** Any acceleration or extended duration costs, including any and all overtime wages, and the cost of performing work out of sequence, arising as a result of delay in carrying out the work caused by the Subcontractor or any lower-tier subcontractor, unless approved by NREL in a change order/modification.
- 7.10.** Losses and damages, not compensated by insurance, related to the work or otherwise sustained by the subcontractor in connection with the performance and furnishing of the work.
- 7.11.** Interest expense.
- 7.12.** Any fines, penalties or other judgments imposed by local, state or federal authorities against the Subcontractor or any lower-tier subcontractor.
- 7.13.** Costs due to the negligence, default, or failure to fulfill a responsibility of the subcontractor, any lower-tier subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 7.14.** Costs of additional services by an A/E which may be required in connection with repairs, removal or replacements necessitated by defects in materials and workmanship.
- 7.15.** Costs incurred as a result of any inspection or test which reveals nonconforming or defective work.
- 7.16.** Profit sharing and bonuses paid to Subcontractor's or related entity personnel.
- 7.17.** Alcohol, entertainment, staff meals, holiday parties and picnics.
- 7.18.** Advertising and Public Relations related to selling services/products and/or enhancing company image.
- 7.19.** Contributions, donations and goodwill.
- 7.20.** All costs associated with organization or reorganization of corporate structure including mergers and acquisitions and change in financial structure resulting in alterations in the rights and interests of security holders.
- 7.21.** Costs related to legal and other proceedings (i) in defense of or prosecution of claims or appeals against the Federal Government, (ii) defense or prosecution of lawsuits or appeals between contractors arising from agreement or contract concerning teaming arrangement, joint venture, or similar arrangement, dual sourcing, etc., (iii) patent filings or litigation, (iv) acts of fraud, criminal acts or for violations of laws or regulations, and (v) protests of Federal solicitations or awards.

8. ALTERNATES

Owner reserves the right to take no alternates, select individual alternates, or all add alternates in whatever order best suits NREL, whether or not the choice of alternates selected changes the apparent low proposal. Should NREL request Add Alternate pricing, complete a separate Price/Cost Proposal Form for the Add Alternate.

Attachment 3
Construction Services
Price/Cost Proposal Form

9. ATTACHMENTS

Offeror shall provide all applicable price/cost documentation necessary to support their proposed price/cost, which can include, but is not limited to the following:

- 9.1. Lower-tier Subcontractor price proposals
- 9.2. Bill of Material (BOM)
- 9.3. Negotiated labor union labor rates (if applicable)
- 9.4. Vendor Quotes

11. WITHDRAWAL OF PROPOSAL

Offeror agrees that its Proposal will remain firm and will not be withdrawn for a period of 90 calendar days after the scheduled closing time for receipt of proposals.

12. TIME FOR COMPLETION

Offeror agrees to complete the work in its entirety within No Change calendar days after issuance of Notice to Proceed.

13. REJECTION OF PROPOSALS

Offeror understands that NREL reserves the right to waive any informality in the proposal and to reject any or all proposals in whole or in part

14. AGREEMENT AND PAYMENT AND PERFORMANCE BOND

Upon receipt an executed subcontract or task order, Offeror agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the Instructions to Offeror's.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

15. FIRM NAME AND ADDRESS OF OFFEROR

This proposal is submitted in the name of:

Firm Name: E-Corp

Business Address: 1598 North Hill field Road, Ste C

Name: Matt Hansen

Signed:



Signed and Sealed this 7th Day of March, 2023

END OF SECTION

**Attachment 3
Construction Services
Price/Cost Proposal Form**

Request for Proposal (RFP) Number: RFX-2023-23006

Project Name: Flatirons Campus Control Center Facility - Construction Services Alt #3

Name of Offeror: E-Corp

Address: 1598 North Hill field Road, Suite C
Layton, UT 84041

Contact Name: Matt Hansen

Telephone: 719-896-6324 **Date:** 7-Mar-2023

Email: matt.hansen@e-corp4u.com

To: Darcy Montgomery
Subcontract Administrator
National Renewable Energy Laboratory
15013 Denver West Parkway, MS RSF 030
Golden, Colorado 80401

Type: Construction Services

Alternate No. 3: Provide tempered glass (type T) at all interior aluminum storefront partitions and doors, in lieu of laminated, tempered glass (type LT) as drawn and specified.

The Offeror shall complete the following tables for the construction proposal. The tables may be expanded as needed to provide a current, accurate, and complete basis for the project.

- Table 1.1 Self-Performed Construction Labor Costs;
- Table 1.2 Construction Lower-tier Subcontractors
- Table 2.1 Material Self Performed Costs
- Table 3.1 General Condition Costs

**Attachment 3
Construction Services
Price/Cost Proposal Form**

1. CONSTRUCTION LABOR COSTS

Table 1.1 shall be completed in its entirety. If this proposal is used in response to an RFP for a Task Order, Offeror shall respond using the fully burdened labor rates identified in the Task Ordering Agreement (TOA).

TABLE 1.1 SELF-PERFORMED CONSTRUCTION LABOR COST				
CSI DIVISION NO.	SELF-PERFORMED LABOR (e.g., Carpenter or Electrician, or categories subject to Davis-Bacon Wage Determinations)	No. of Hours	BASE HOURLY RATE (Davis-Beacon Rate, Plus Fringe)	TOTAL BASE COST
Subtotal:				
Overhead				
G&A				
Profit				
SUBTOTAL CONSTRUCTION LABOR COST:		\$		-

Offer shall list all proposed Lower-tier Construction Subcontractors and their proposed prices that shall be supported with Lower-tier Subcontractor proposal or price quotes. Offeror shall have supply a bid or price-proposal sheet for **each** proposed Lower-tier Construction Subcontractor separately to support the costs outlined in Table 1.2.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

TABLE 1.2 CONSTRUCTION LOWER - TIER SUBCONTRACTORS			
CSI DIVISION NO.	Lower - tier Construction Subcontractor (Name):		Lower-tier Price
8	Horizon Glass		-\$9,800.00
	Subtotal Construction Lower-tier Subcontract Cost:		-\$9,800.00
	Mark-Up on Lower-tier Subcontract Costs (% _____ per TOA Rate Schedule if applicable)	17%	\$ (1,666.00)
SUBTOTAL OF CONSTRUCTION LOWER-TIER SUBCONTRACT COSTS, WITH APPLIED OVERHEAD AND PROFIT			-\$11,466.00

2. MATERIALS AND EQUIPMENT

Offeror shall identify the total cost for the materials for this project (including tax free materials as described in the Task Order Agreement, if Applicable). The total proposed cost shall be supported with a detailed bill of materials. If required for the project, Offeror shall identify proposed equipment rental costs in support of the effort.

TABLE 2.1 MATERIAL SELF PERFORMED COSTS			
MATERIALS & EQUIPMENT			
			\$ -
Subtotal:			
	Material Handling Fee		
TOTAL MATERIAL & EQUIPMENT COSTS (INCLUDES PROFIT)			\$ -

**Attachment 3
Construction Services
Price/Cost Proposal Form**

3. GENERAL CONDITIONS

3.1 below. Add any other labor categories that may not be listed in the table below. "Other GC Costs" shall either be itemized by adding rows to the Table 3.1 or identified as a lump sum in Table 3.1 and itemized in a separate spreadsheet and attached to this Cost/Price Proposal.

TABLE 3.1 GENERAL CONDITIONS COSTS			
GC Labor	Qty	Labor Rate	Total
Project Manager		\$ 85.00	\$ -
Qualified Field Supervisor		\$ 85.00	\$ -
Administrative Support		\$ 45.00	\$ -
Scheduler			
Safety Manager			
Other GC Costs	Qty	Cost per Unit	Total
Sub Total			\$ -
Overhead			\$ -
G&A (%)			\$ -
Profit (%)			\$ -
GENERAL CONDITIONS SUBTOTAL			\$ -

**Attachment 3
Construction Services
Price/Cost Proposal Form**

4. TOTAL CONSTRUCTION COSTS

Construction Price (Sum Tables 1.1 & 1.2) \$ (11,466.00)

Material Price (Sum of Table 2.1) \$ -

General Conditions Price (Sum of Table 3.1) \$ -

TOTAL CONSTRUCTION COSTS (Sum of Prices in Tables 1.1, 1.2, 2.1 and 3.1) \$ (11,466.00)

5. Other Costs

Performance Bond (___%) X (Total Construction Costs) 0.60% \$ (70.34)

Payment Bond (___%) X (Total Construction Costs) 0.60% \$ (70.34)

Insurance (___%) X (Total Construction Costs) 1% \$ (117.24)

6. Total Proposed Price

Sum of Subtotal Construction Price, Profit, & Other Costs \$ (11,723.93)

Total Proposed Price: Negative - Eleven Thousand, Seven Hundred Twenty Three Dollars and 93/100
(Amount written in text format)

7. UNALLOWABLE COSTS:

- 7.1.** Costs identified as unallowable and/or unallocable in Part 31 of the Federal Acquisition Regulations (FAR).
- 7.2.** Costs for work, activities and/or functions proposed in the indirect rates shall not be proposed again as a direct cost in any pricing associated with the subcontract.
- 7.3.** Out of state travel expenses for any employee without prior approval of NREL.
- 7.4.** Local travel for normal employee commuting to and from work.
- 7.5.** Temporary housing and/or living expenses/allowances for project personnel.
- 7.6.** Deposits lost by subcontractor.
- 7.7.** Costs of removing condemned or rejected materials.
- 7.8.** Costs associated with Subcontractor's failure to timely obtain any necessary permits and licenses.

Attachment 3
Construction Services
Price/Cost Proposal Form

- 7.9. Any acceleration or extended duration costs, including any and all overtime wages, and the cost of performing work out of sequence, arising as a result of delay in carrying out the work caused by the Subcontractor or any lower-tier subcontractor, unless approved by NREL in a change order/modification.
- 7.10. Losses and damages, not compensated by insurance, related to the work or otherwise sustained by the subcontractor in connection with the performance and furnishing of the work.
- 7.11. Interest expense.
- 7.12. Any fines, penalties or other judgments imposed by local, state or federal authorities against the Subcontractor or any lower-tier subcontractor.
- 7.13. Costs due to the negligence, default, or failure to fulfill a responsibility of the subcontractor, any lower-tier subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 7.14. Costs of additional services by an A/E which may be required in connection with repairs, removal or replacements necessitated by defects in materials and workmanship.
- 7.15. Costs incurred as a result of any inspection or test which reveals nonconforming or defective work.
- 7.16. Profit sharing and bonuses paid to Subcontractor's or related entity personnel.
- 7.17. Alcohol, entertainment, staff meals, holiday parties and picnics.
- 7.18. Advertising and Public Relations related to selling services/products and/or enhancing company image.
- 7.19. Contributions, donations and goodwill.
- 7.20. All costs associated with organization or reorganization of corporate structure including mergers and acquisitions and change in financial structure resulting in alterations in the rights and interests of security holders.
- 7.21. Costs related to legal and other proceedings (i) in defense of or prosecution of claims or appeals against the Federal Government, (ii) defense or prosecution of lawsuits or appeals between contractors arising from agreement or contract concerning teaming arrangement, joint venture, or similar arrangement, dual sourcing, etc., (iii) patent filings or litigation, (iv) acts of fraud, criminal acts or for violations of laws or regulations, and (iv) protests of Federal solicitations or awards.

8. ALTERNATES

Owner reserves the right to take no alternates, select individual alternates, or all add alternates in whatever order best suits NREL, whether or not the choice of alternates selected changes the apparent low proposal. Should NREL request Add Alternate pricing, complete a separate Price/Cost Proposal Form for the Add Alternate.

Attachment 3
Construction Services
Price/Cost Proposal Form

9. ATTACHMENTS

Offeror shall provide all applicable price/cost documentation necessary to support their proposed price/cost, which can include, but is not limited to the following:

- 9.1. Lower-tier Subcontractor price proposals
- 9.2. Bill of Material (BOM)
- 9.3. Negotiated labor union labor rates (if applicable)
- 9.4. Vendor Quotes

11. WITHDRAWAL OF PROPOSAL

Offeror agrees that its Proposal will remain firm and will not be withdrawn for a period of 90 calendar days after the scheduled closing time for receipt of proposals.

12. TIME FOR COMPLETION

Offeror agrees to complete the work in its entirety within No Change calendar days after issuance of Notice to Proceed.

13. REJECTION OF PROPOSALS

Offeror understands that NREL reserves the right to waive any informality in the proposal and to reject any or all proposals in whole or in part

14. AGREEMENT AND PAYMENT AND PERFORMANCE BOND

Upon receipt an executed subcontract or task order, Offeror agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the Instructions to Offeror's.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

15. FIRM NAME AND ADDRESS OF OFFEROR

This proposal is submitted in the name of:

Firm Name: E-Corp

Business Address: 1598 North Hill field Road, Ste C

Name: Matt Hansen

Signed:



Signed and Sealed this 7th Day of March, 2023

END OF SECTION

**Attachment 3
Construction Services
Price/Cost Proposal Form**

Request for Proposal (RFP) Number: RFX-2023-23006

Project Name: Flatirons Campus Control Center Facility - Construction Services

Name of Offeror: E-Corp

Address: 1598 North Hill field Road, Suite C
Layton, UT 84041

Contact Name: Matt Hansen

Telephone: 719-896-6324 **Date:** 7-Mar-2023

Email: matt.hansen@e-corp4u.com

To: Darcy Montgomery
Subcontract Administrator
National Renewable Energy Laboratory
15013 Denver West Parkway, MS RSF 030
Golden, Colorado 80401

Type: Construction Services

Alternate No. 4: Provide single-glazed doors with laminated, tempered glass (type LT) at Interior Aluminum Storefront assemblies, in lieu of double-glazed doors as drawn and specified.

The Offeror shall complete the following tables for the construction proposal. The tables may be expanded as needed to provide a current, accurate, and complete basis for the project.

- Table 1.1 Self-Performed Construction Labor Costs;
- Table 1.2 Construction Lower-tier Subcontractors
- Table 2.1 Material Self Performed Costs
- Table 3.1 General Condition Costs

**Attachment 3
Construction Services
Price/Cost Proposal Form**

1. CONSTRUCTION LABOR COSTS

Table 1.1 shall be completed in its entirety. If this proposal is used in response to an RFP for a Task Order, Offeror shall respond using the fully burdened labor rates identified in the Task Ordering Agreement (TOA).

TABLE 1.1 SELF-PERFORMED CONSTRUCTION LABOR COST				
CSI DIVISION NO.	SELF-PERFORMED LABOR (e.g., Carpenter or Electrician, or categories subject to Davis-Bacon Wage Determinations)	No. of Hours	BASE HOURLY RATE (Davis-Beacon Rate, Plus Fringe)	TOTAL BASE COST
Subtotal:				
Overhead				
G&A				
Profit				
SUBTOTAL CONSTRUCTION LABOR COST:		\$		-

Offer shall list all proposed Lower-tier Construction Subcontractors and their proposed prices that shall be supported with Lower-tier Subcontractor proposal or price quotes. Offeror shall supply a bid or price-proposal sheet for **each** proposed Lower-tier Construction Subcontractor separately to support the costs outlined in Table 1.2.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

TABLE 1.2 CONSTRUCTION LOWER - TIER SUBCONTRACTORS			
CSI DIVISION NO.	Lower - tier Construction Subcontractor (Name):		Lower-tier Price
8	Horizon Glass		-\$16,600.00
	Subtotal Construction Lower-tier Subcontract Cost:		-\$16,600.00
	Mark-Up on Lower-tier Subcontract Costs (% _____ per TOA Rate Schedule if applicable)	17%	\$ (2,888.40)
SUBTOTAL OF CONSTRUCTION LOWER-TIER SUBCONTRACT COSTS, WITH APPLIED OVERHEAD AND PROFIT			-\$19,488.40

2. MATERIALS AND EQUIPMENT

Offeror shall identify the total cost for the materials for this project (including tax free materials as described in the Task Order Agreement, if Applicable). The total proposed cost shall be supported with a detailed bill of materials. If required for the project, Offeror shall identify proposed equipment rental costs in support of the effort.

TABLE 2.1 MATERIAL SELF PERFORMED COSTS			
MATERIALS & EQUIPMENT			
			\$ -
Subtotal:			
	Material Handling Fee		
TOTAL MATERIAL & EQUIPMENT COSTS (INCLUDES PROFIT)			\$ -

**Attachment 3
Construction Services
Price/Cost Proposal Form**

3. GENERAL CONDITIONS

3.1 below. Add any other labor categories that may not be listed in the table below. "Other GC Costs" shall either be itemized by adding rows to the Table 3.1 or identified as a lump sum in Table 3.1 and itemized in a separate spreadsheet and attached to this Cost/Price Proposal.

TABLE 3.1 GENERAL CONDITIONS COSTS			
GC Labor	Qty	Labor Rate	Total
Project Manager		\$ 77.40	\$ -
Qualified Field Supervisor		\$ 64.80	\$ -
Administrative Support		\$ 54.00	\$ -
Scheduler			
Safety Manager			
Other GC Costs	Qty	Cost per Unit	Total
Sub Total			\$ -
Overhead			\$ -
G&A (%)			\$ -
Profit (%)			\$ -
GENERAL CONDITIONS SUBTOTAL			\$ -

**Attachment 3
Construction Services
Price/Cost Proposal Form**

4. TOTAL CONSTRUCTION COSTS

Construction Price (Sum Tables 1.1 & 1.2) \$ (19,488.40)

Material Price (Sum of Table 2.1) \$ -

General Conditions Price (Sum of Table 3.1) \$ -

TOTAL CONSTRUCTION COSTS (Sum of Prices in Tables 1.1, 1.2, 2.1 and 3.1) \$ (19,488.40)

5. Other Costs

Performance Bond (___%) X (Total Construction Costs) 0.60% \$ (119.56)

Payment Bond (___%) X (Total Construction Costs) 0.60% \$ (119.56)

Insurance (___%) X (Total Construction Costs) 1% \$ (199.27)

6. Total Proposed Price

Sum of Subtotal Construction Price, Profit, & Other Costs \$ (19,926.79)

Total Proposed Price: Negative - Nineteen Thousand, Nine Hundred Twenty Six Dollars and 79/100
(Amount written in text format)

7. UNALLOWABLE COSTS:

- 7.1.** Costs identified as unallowable and/or unallocable in Part 31 of the Federal Acquisition Regulations (FAR).
- 7.2.** Costs for work, activities and/or functions proposed in the indirect rates shall not be proposed again as a direct cost in any pricing associated with the subcontract.
- 7.3.** Out of state travel expenses for any employee without prior approval of NREL.
- 7.4.** Local travel for normal employee commuting to and from work.
- 7.5.** Temporary housing and/or living expenses/allowances for project personnel.
- 7.6.** Deposits lost by subcontractor.
- 7.7.** Costs of removing condemned or rejected materials.
- 7.8.** Costs associated with Subcontractor's failure to timely obtain any necessary permits and licenses.

Attachment 3
Construction Services
Price/Cost Proposal Form

- 7.9. Any acceleration or extended duration costs, including any and all overtime wages, and the cost of performing work out of sequence, arising as a result of delay in carrying out the work caused by the Subcontractor or any lower-tier subcontractor, unless approved by NREL in a change order/modification.
- 7.10. Losses and damages, not compensated by insurance, related to the work or otherwise sustained by the subcontractor in connection with the performance and furnishing of the work.
- 7.11. Interest expense.
- 7.12. Any fines, penalties or other judgments imposed by local, state or federal authorities against the Subcontractor or any lower-tier subcontractor.
- 7.13. Costs due to the negligence, default, or failure to fulfill a responsibility of the subcontractor, any lower-tier subcontractors and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 7.14. Costs of additional services by an A/E which may be required in connection with repairs, removal or replacements necessitated by defects in materials and workmanship.
- 7.15. Costs incurred as a result of any inspection or test which reveals nonconforming or defective work.
- 7.16. Profit sharing and bonuses paid to Subcontractor's or related entity personnel.
- 7.17. Alcohol, entertainment, staff meals, holiday parties and picnics.
- 7.18. Advertising and Public Relations related to selling services/products and/or enhancing company image.
- 7.19. Contributions, donations and goodwill.
- 7.20. All costs associated with organization or reorganization of corporate structure including mergers and acquisitions and change in financial structure resulting in alterations in the rights and interests of security holders.
- 7.21. Costs related to legal and other proceedings (i) in defense of or prosecution of claims or appeals against the Federal Government, (ii) defense or prosecution of lawsuits or appeals between contractors arising from agreement or contract concerning teaming arrangement, joint venture, or similar arrangement, dual sourcing, etc., (iii) patent filings or litigation, (iv) acts of fraud, criminal acts or for violations of laws or regulations, and (iv) protests of Federal solicitations or awards.

8. ALTERNATES

Owner reserves the right to take no alternates, select individual alternates, or all add alternates in whatever order best suits NREL, whether or not the choice of alternates selected changes the apparent low proposal. Should NREL request Add Alternate pricing, complete a separate Price/Cost Proposal Form for the Add Alternate.

Attachment 3
Construction Services
Price/Cost Proposal Form

9. ATTACHMENTS

Offeror shall provide all applicable price/cost documentation necessary to support their proposed price/cost, which can include, but is not limited to the following:

- 9.1. Lower-tier Subcontractor price proposals
- 9.2. Bill of Material (BOM)
- 9.3. Negotiated labor union labor rates (if applicable)
- 9.4. Vendor Quotes

11. WITHDRAWAL OF PROPOSAL

Offeror agrees that its Proposal will remain firm and will not be withdrawn for a period of 90 calendar days after the scheduled closing time for receipt of proposals.

12. TIME FOR COMPLETION

Offeror agrees to complete the work in its entirety within No Change calendar days after issuance of Notice to Proceed.

13. REJECTION OF PROPOSALS

Offeror understands that NREL reserves the right to waive any informality in the proposal and to reject any or all proposals in whole or in part

14. AGREEMENT AND PAYMENT AND PERFORMANCE BOND

Upon receipt an executed subcontract or task order, Offeror agrees to execute an agreement, and to furnish executed performance and payment bonds as specified in the Instructions to Offeror's.

**Attachment 3
Construction Services
Price/Cost Proposal Form**

15. FIRM NAME AND ADDRESS OF OFFEROR

This proposal is submitted in the name of:

Firm Name: E-Corp
Business Address: 1598 North Hill field Road, Ste C

Name: Matt Hansen

Signed:



Signed and Sealed this 7th Day of March, 2023

END OF SECTION

METRO DOOR SPECIALISTS, LLC

PO BOX 470188 ~ AURORA, CO. 80047

(303) 524-2959

CFranz@MetroDoorSpecialists.com

PROPOSAL

Date: 3/7/23

Attention: Estimating Department

Project: **NREL Flatirons campus Control Facility**

SBE Participation: 100%

Addenda Acknowledged: 1-4

Prevailing Wage: \$20.77

We hereby propose to provide **labor to install all aluminum door frames, hollow metal doors, wood doors and hardware for same.**

Openings: 20

The following price **excludes**:

Field cutting of frame materials, demo, machining, fitting, undercutting, light kits, glazing, electronic or pneumatic controls and connections, work on storefront, overhead doors, gates, coiling doors, patch and repair, welding, grouting, damage to materials during storage, labeling of any kind, signage, windows, removal or installation of existing doors or hardware, receiving of materials and stockpiling to designated areas or floors for install, handing of locks, installation of cores/cylinders delivered after lock install, protection, louvers, layout, overtime, night work, wood casing and hollow metal frames.

Subcontract must include this proposal as an exhibit or be inclusive of all pertinent information.

The above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: **\$8,000.00**

Alteration or deviation from above specification involving extra costs will be executed only upon requests and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and General Liability Insurance on above work to be taken out by Metro Door Specialists.

Respectfully Submitted: Metro Door Specialists, LLC

By: Colin Franz
Colin Franz, Officer

KC Striping, Inc.
 8676 Iris Street
 Arvada, CO 80005 US
 (303) 912-7846
 tim.doherty@comcast.net



Estimate

ADDRESS
E Corp 1598 N Hill Field Rd. b, Suite B Layton, UT 84041

SHIP TO
E Corp 1598 N Hill Field Rd. b, Suite B Layton, UT 84041

ESTIMATE #	DATE
5128	02/15/2023

PROJECT:
NREL Flatirons

ADDRESS:
20005 W. 119th Ave., Jeffco

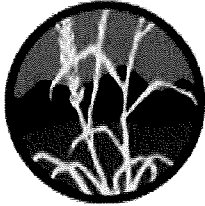
ACTIVITY	QTY	RATE	AMOUNT
Mobilization- Metro Area 2024 work	1	380.00	380.00
4" line- LF (1-500')	380	0.65	247.00
Handicap Symbol (1-10)	1	60.00	60.00
Handicap Sign (1-5)	1	245.00	245.00
Van Accessible Sign	1	65.00	65.00
One Way Sign	1	230.00	230.00
Do Not Enter Sign	1	340.00	340.00
Unistrut Sleeve in 8"dia Conc	3	165.00	495.00
Wheel Stop-6' Conc.-Pin in Asph	8	125.00	1,000.00

Acknow. Amend. 1-2.
 Signs installed on standard telespar posts/sleeves. Includes one coat of standard traffic paint except as noted. Entire work area will be available to the Crew for efficient progress of work or additional charges will incur. Includes minor hand broom sweeping. Excludes pressure washing areas to be painted if needed. Excludes removal of concrete cure compound. Excludes Traffic Control and Private Utility locates. Stencils typically have tabs for stability and any striping with stencils will have these gaps without paint. If desired these gaps can be painted at an additional cost. Any applications between November and March are subject to warranty restrictions. An interest charge of 1.75% per month will be added to any invoice not paid after 45 days. Attorney fees will be added to any invoice if collection proceedings are needed.

SUBTOTAL	3,062.00
TAX	0.00
TOTAL	\$3,062.00

Accepted By

Accepted Date



WESTERN STATES RECLAMATION

3756 Imperial Street • Frederick, CO 80516
(303) 833-1986 • (303) 833-4447 - Fax

To: E-Corp	Contact:
Address: Layton, UT	Phone:
	Fax:
Project Name: NREL Flatirons Campus Control Center Facility	Bid Number:
Project Location:	Bid Date: 2/24/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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Mobilization

Mobilization - Erosion Control & Landscape	1.00	EACH	\$25,350.00	\$25,350.00
Mobilization - Earthwork	2.00	EACH	\$5,800.00	\$11,600.00
Mobilization - Utilities	1.00	EACH	\$17,050.00	\$17,050.00
Mobilization - Concrete	1.00	EACH	\$9,705.00	\$9,705.00

Total Price for above Mobilization Items: \$63,705.00

Erosion Control

Sediment Control Log	350.00	LF	\$4.90	\$1,715.00
Erosion Control Blanket [Biodegradable Straw/Coconut Ecostakes]	1,990.00	SY	\$5.70	\$11,343.00
Silt Fence	500.00	LF	\$6.75	\$3,375.00
Rock Socks (6")	6.00	EACH	\$81.00	\$486.00
Culvert Inlet Protection	42.00	LF	\$15.00	\$630.00
Inlet Protection	3.00	EACH	\$305.00	\$915.00

Total Price for above Erosion Control Items: \$18,464.00

OWTS - Erosion Control

Seeding

OWTS Soil Preparation - Native Seed Areas [Compost @ 1 CY/1000 SF] [Fertilizer (Biosol Forte @ 4#/1000SF) [Till] [Rock Pick] [Fine Grade]	1.76	ACRE	\$8,335.00	\$14,669.60
OWTS Seeding & Mulching [Seed Mix A] [Straw Mulch @ 2 Ton/Acre With 200#/Acre Plantago Tackifier]	1.76	ACRE	\$5,735.00	\$10,093.60
Silt Fence[8" S-Fence With 6.67' Spacing]	540.00	LF	\$6.75	\$3,645.00
Sediment Control Log	1,920.00	LF	\$4.85	\$9,312.00

Total Price for above OWTS - Erosion Control Items: \$37,720.20

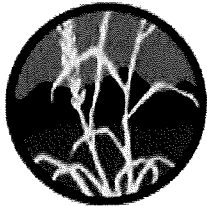
Demo

Demo Existing Concrete Slabs (Assumes 6" Maximum Thickness)	1,023.00	SF	\$3.70	\$3,785.10
Demo Existing Asphalt (Assumes 6" Maximum Thickness)	724.00	SF	\$3.70	\$2,678.80

Total Price for above Demo Items: \$6,463.90

Earthwork

Strip Top Soil	1,436.00	CY	\$9.50	\$13,642.00
Site Cut To Fill Includes Sub Excavation Below Building To 6' Below Existing Grade	1,265.00	CY	\$8.70	\$11,005.50
Import Fill	8,999.00	TON	\$18.00	\$161,982.00
Place Imported Fill	5,999.00	CY	\$6.00	\$35,994.00
Site Rough Grade	115,108.00	SF	\$0.22	\$25,323.76



WESTERN STATES RECLAMATION

3756 Imperial Street • Frederick, CO 80516
(303) 833-1986 • (303) 833-4447 - Fax

To: E-Corp	Contact:
Address: Layton, UT	Phone:
	Fax:
Project Name: NREL Flatirons Campus Control Center Facility	Bid Number:
Project Location:	Bid Date: 2/24/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	Rip Rap	156.00	TON	\$162.00	\$25,272.00
Total Price for above Earthwork Items:					\$273,219.26

Storm

Type C Outlet Structure	1.00	EACH	\$27,750.00	\$27,750.00	
Headwall At Trickle Channel	1.00	EACH	\$974.00	\$974.00	
Overflow Weir Wall	20.00	LF	\$82.00	\$1,640.00	
Total Price for above Storm Items:					\$30,364.00

Concrete

Concrete Trickle Channel	220.00	LF	\$81.50	\$17,930.00	
Curb And Gutter	585.00	LF	\$51.00	\$29,835.00	
ADA Ramp	1.00	EACH	\$4,130.00	\$4,130.00	
Stairs (Handrail Is Excluded)	1.00	EACH	\$5,610.00	\$5,610.00	
Total Price for above Concrete Items:					\$57,505.00

L&I

Deciduous Tree (2.5")	20.00	EACH	\$891.00	\$17,820.00
Ornamental Grasses (#1)	386.00	EACH	\$33.50	\$12,931.00
Shrubs (#5)	278.00	EACH	\$67.50	\$18,765.00
Soil Preparation - Native Seed Areas [Compost @ 1 CY/1000 SF] [Fertilizer (Biosol Forte @ 4#/1000SF) [Till] [Rock Pick] [Fine Grade]	1.30	ACRE	\$8,335.00	\$10,835.00
Soil Preparation - Planting Areas [Compost @ 3 CY/1000 SF] [Fertilizer (Biosol Forte @ 4#/1000SF) [Till] [Rock Pick] [Fine Grade]	0.04	ACRE	\$29,800.00	\$1,192.00
Native Seed Mix A	1.05	ACRE	\$755.00	\$792.75
Native Seed Mix B	0.15	ACRE	\$1,350.00	\$202.50
Native Seed Sheep's Fescue [No Rate Spec'ed - Assume 20#/Acre]	0.12	ACRE	\$872.00	\$104.64
Mulching Of Non-Blanketed Areas [Straw Mulch @ 2 Tons/Acre With Plantago Tackifier @ 200#/Acre]	0.90	ACRE	\$4,285.00	\$3,856.50
Black Granite Mulch (3/8") - Planting Areas (3" Depth)	1,270.00	SF	\$1.90	\$2,413.00
Black Granite Mulch (3/8") (3" Depth)	3,050.00	SF	\$1.90	\$5,795.00
Cobblestone [4-8" Cobble @ 12" Depth]	2,285.00	SF	\$8.50	\$19,422.50
Bike Racks [Surface Mount]	6.00	EACH	\$1,085.00	\$6,510.00
Landscape Edger [4"x10"x14 Ga.]	1,300.00	LF	\$6.90	\$8,970.00
Irrigation System (Includes One Winterization)	1.00	LS	\$144,600.00	\$144,600.00
Winter Watering Of Trees & Shrubs [Excludes Cost Of Water]	1.00	YEAR	\$9,010.00	\$9,010.00



WESTERN STATES RECLAMATION

3756 Imperial Street • Frederick, CO 80516
(303) 833-1986 • (303) 833-4447 - Fax

To: E-Corp	Contact:
Address: Layton, UT	Phone:
	Fax:
Project Name: NREL Flatirons Campus Control Center Facility	Bid Number:
Project Location:	Bid Date: 2/24/2023

Total Price for above L&I Items: \$263,220.39

Sanitary

EFFLUENT SEPTIC SYSTEM IS EXCLUDED	0.00 UNIT	\$0.00	\$0.00
Pipe Accessories	1.00 LS	\$583.00	\$583.00
RCP Pipe Rnd 15"x96" (PROPOSING 15" RCP AS 12" IS NOT AVAILABLE)	176.00 LF	\$190.00	\$33,440.00
RCP, FES Rnd, 15"	7.00 EACH	\$1,880.00	\$13,160.00
Concrete Sidewalk	6,837.00 SF	\$12.50	\$85,462.50
4" X 14' SDR35 PVC PIPE	175.00 LF	\$72.50	\$12,687.50
4" INLINE CLEANOUT	1.00 EACH	\$678.00	\$678.00
Pipe Accessories	1.00 LS	\$1,570.00	\$1,570.00
8" X 6" CUT IN FIRE LINE ASSEMBLY AND GATE VALVE	1.00 EACH	\$25,100.00	\$25,100.00
6" MJ POST INDICATOR VALVE	1.00 EACH	\$7,520.00	\$7,520.00
6" FIRE LINE RISER	1.00 EACH	\$5,090.00	\$5,090.00
8" X 2" DOMESTIC WATER SERVICE	1.00 EACH	\$21,500.00	\$21,500.00
12" X 14' SDR35 PVC PIPE	336.00 LF	\$135.00	\$45,360.00
4" X 14' SDR35 PVC PIPE	14.00 LF	\$76.00	\$1,064.00
12" SDR35 WYE W/ 45 BEND	1.00 EACH	\$2,175.00	\$2,175.00
12" X 4" SDR35 WYE W/ 45 BEND	1.00 EACH	\$845.00	\$845.00
12" SDR35 45 BEND	4.00 EACH	\$784.00	\$3,136.00
12" X 6" INLINE CLEANOUT	2.00 EACH	\$1,500.00	\$3,000.00
18" DRAIN BASIN	3.00 EACH	\$4,605.00	\$13,815.00
4" ROOF DRAIN CONNECTION BELOW GRADE (ABOVE GRADE CONNECTION BY OTHERS)	1.00 EACH	\$150.00	\$150.00

Total Price for above Sanitary Items: \$276,336.00

Total Bid Price: \$1,026,997.75

Landscape Maintenance

L&I

Add Alt	Optional - 2 Year Landscape Maintenance [Native Mowing] [Weed Control] [Winter Watering Of Plants]	2.00 YEAR	\$17,500.00	\$35,000.00
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Total Price for above L&I Items: \$35,000.00

Load And Haul Top Soil Off Site

Earthwork

Add To Load And Haul Top Soil Off Site If Required	1,436.00 CY	\$19.50	\$28,002.00
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WESTERN STATES RECLAMATION

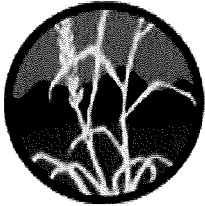
3756 Imperial Street • Frederick, CO 80516
(303) 833-1986 • (303) 833-4447 - Fax

To: E-Corp	Contact:
Address: Layton, UT	Phone:
	Fax:
Project Name: NREL Flatirons Campus Control Center Facility	Bid Number:
Project Location:	Bid Date: 2/24/2023

Total Price for above Earthwork Items: \$28,002.00

Notes:

- Addendums acknowledged: 4
- This bid is good for ninety (90) days from the bid date set forth above.
- This bid does not include Davis Bacon wages or certified payroll requirements.
- This bid does not include a performance or payment bond. Add 1.5% for bond. Minimum of \$250.00 charge.
- No greater retainage will be withheld on WSR than is being held on the General Contractor.
- This bid does not include any applicable fees or permits for taps, etc.
- This bid does not include any costs associated with specialized employee training that may be required by for this project by the owner.
- Any fees associated with project management platforms (e.g. Textura) are not included in this bid. A pass through cost will be provided by WSR for these fees.
- This bid does not include any costs associated with private locates. WSR assumes that the General Contractor will provide private locates if needed.
- This bid does not include traffic control.
- A minimum of two (2) weeks advance notice is required for mobilization.
- This bid assumes that there will be ONE (1) mobilization for each scope of work (earthwork/utilities, concrete, erosion control, and landscape). Each additional mobilization will be billed at the bid unit price
- This bid assumes adequate access to and around the site by agricultural equipment and tandem axle trucks. (Tractors, mulchers etc.)
- This bid assumes the soil conditions are such as to allow agricultural equipment to till or rip the soil.
- This bid assumes the project owner will supply seedbed quality material (topsoil) as defined by the U.S. Department of Agriculture and other similar agencies.
- This bid does not include grading of any kind, organic amendment, topsoil or rock picking.
- General contractor to provide sub-grade depth to accommodate landscape materials (mulch, sod, etc.).
- This bid assumes no slope to be steeper than 3:1
- This bid assumes that an adequate water source (150 gpm) will be available for WSR's use within the project limits. This bid does not include the cost of water.
- This bid does not include maintenance or removal of any erosion control structures.
- This bid includes a 2 year warranty on landscaping.
- Base bid does not include any maintenance. Pricing for a 2 year landscape maintenance package has been provided as an alternate.
- WSR will warranty the following landscape items for the listed time periods. Native Seeding (1 year), Plantings (1 year), Sod (60 days), Irrigation (1 year). These time frames shall take precedence over all other contract documents. The start of the warranty period is based upon construction substantial completion.
- Effluent and septic system is excluded
- WSR is not responsible for damages to new/existing irrigation system caused by general contractor. This bid does not include pricing for unforeseen irrigation damages/repairs. Repairs can be billed by T&M at a later date.
- This bid does not include costs associated with boring irrigation sleeves under new concrete installations. Sleeves to be installed during concrete/hardscape installation. Boring is only included where irrigation pipe passes under existing pavement.
- This bid assumes any existing irrigation system is operable before the start of WSR's irrigation work. This bid does not include repairs to the existing irrigation system.
- Cost of water for all landscape scopes (including maintenance) is excluded. GC to provide water.
- Base bid includes one (1) winterization of the irrigation system and one (1) year of winter watering (Nov-March). No other maintenance of landscape or irrigation is included. Pricing for two years of maintenance has been provided as an alternate.
- Bid alternate for maintenance includes: winter watering of trees/shrubs, mowing of native seed, spraying for weed control, and hand weeding of plant beds for a period of two (2) years. No other maintenance is included.
- WSR irrigation scope to begin at the backflow. Irrigation pricing excludes copper piping and building tie-in, and any building interior work.
- This bid excludes temporary irrigation. WSR can provide temporary irrigation pricing if provided with the square footage of areas to receive temporary irrigation, as it is not clear from the plans.
- This bid excludes electrical power to irrigation controller. This bid assumes all electrical work will be completed by the general contractor prior to WSR installation of irrigation controller. WSR has not included any costs associated with electrical meters, wire/conduit, or step-down transformers.



WESTERN STATES RECLAMATION

3756 Imperial Street • Frederick, CO 80516
(303) 833-1986 • (303) 833-4447 - Fax

To: E-Corp	Contact:
Address: Layton, UT	Phone:
	Fax:
Project Name: NREL Flatirons Campus Control Center Facility	Bid Number:
Project Location:	Bid Date: 2/24/2023

- This bid does not include any purchasing or installation of water meters or taps.
- Excludes structural or vertical concrete; outlet structures, wier walls, headwalls, foundations and footings
- Proposal has been generated using current market rates and availability materials.
- Redundant work due to the actions of others is excluded
- Grass / brick pavers, associated leveling layers, filter layers, washed rock, labor, equipment, material or machine time are excluded
- Material pricing is subject to raw material (PVC, steel, copper, plastic, wood) surcharges. Surcharges in excess of 5% of the product price will be communicated in advance.
- This bid is based on the attached scope of work; quantities of work beyond estimated contract amounts will be billed at the bid unit price.
- This is a complete bid and shall not be broken apart without contacting WSR.
- These stipulations, conditions, and clarifications will be considered a part of the contract that is entered into by WSR.
- Excludes trenching for electrical service.

Payment Terms:

Payment net: 30 days. Interest will be charged on delinquent payments at the rate of 1.5% per month.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Western States Reclamation, LLC</p> <p>Authorized Signature: _____</p> <p>Estimator: Lisa McDevitt lmcdevitt@wsreclamation.com</p>
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centennialcw.com • 720.496.2950 • 15253 East Fremont Drive • Centennial, CO 80112

SUBMITTED TO	PROPOSAL#	ESTIMATOR	PROJECT NAME
E-Corp 1598 N. Hill Field Road B Suite B Layton, UT 84041	4354	MATT	NREL - Flatirons Campus
	DATE	TERMS	PROJECT ADDRESS
	3/6/2023	Net 30	19001 W. 119th Avenue Arvada, CO 80007

PROPOSAL & CONTRACT

DESCRIPTION OF WORK TO BE COMPLETED	TOTAL
> CONCRETE SERVICES TO INCLUDE	607,842.00
A. SITE CONCRETE	
1. Form, place and broom finish the following: <ul style="list-style-type: none"> - Approximately 6,784 SF of 4" Sidewalk / Paving <ul style="list-style-type: none"> - Includes Truncated Dome - Includes 20 LF Diamond Plate Drain Chase (12" / 24" wide) - Approximately 60 SF of 4" Drain Pan - Approximately 17 SF of 4" C-Channel - Approximately 214 SF of 6" Crosspan - Approximately 98 LF of 18" Curb and Gutter - Approximately 336 LF of 24" Curb and Gutter - Approximately 187 LF of 6" Vertical Curb / Edging - Total of 3 Stairs (11' wide) <ul style="list-style-type: none"> - Includes Cheek Wall Footing (4' wide / 12" depth) - Includes Cheek Walls (12" wide / 4' depth) - Total of 4 Light Pole Bases (24" dia / 8' depth) <ul style="list-style-type: none"> - Excludes Base Plate and "J" Bolts - Total of 12 Bollard Light Bases (12" dia / 6' depth) <ul style="list-style-type: none"> - Excludes Base Plate and "J" Bolts 	<p><i>Add for equipment pad - NO</i></p> <p><i>Hold for 90 days - YES</i></p>
B. FOUNDATION / BUILDING CONCRETE	
1. Form, place and finish the following: <ul style="list-style-type: none"> - Approximately 3,647 SF of 4" Slab on Grade - Approximately 3,924 SF of 5" Slab on Deck - Approximately 115 SF of 30" Elevator Sump Pit <ul style="list-style-type: none"> - Includes 9 LF of Wall at Threshold - Approximately 210 LF of SF24 Footing - Approximately 65 LF of SF16 Footing - Approximately 137 LF of Wide Stem Wall - Approximately 77 LF of Wide Grade Beam w/Knee Wall - Approximately 100 LF of Narrow Stem Wall - Approximately 12 LF of Exterior Stem Wall - Total of 5 F7X7 Footings - Total of 2 F6X6 Footings - Total of 10 F5X5 Footings - Total of 9 F4X4 Footings - Total of 2 F2X2 Footings - Total of 2 F24X6 Footings - Total of 1 F25X10 Footings - Total of 16 Pilasters - Total of 16 Exterior Columns - Total of 2 OWTS Posts 	

Matt Salvato
303.906.0081 Mobile matt@centennialcw.com

TOTAL

Approval Signature _____ Company _____ Date _____

The above quotation, subject to terms and conditions attached to Proposal/Contract, is accepted and shall constitute a contract between Centennial Concrete and Waterproofing, LLC and the customer.



centennialcw.com • 720.496.2950 • 15253 East Fremont Drive • Centennial, CO 80112

SUBMITTED TO	PROPOSAL#	ESTIMATOR	PROJECT NAME
E-Corp 1598 N. Hill Field Road B Suite B Layton, UT 84041	4354	MATT	NREL - Flatirons Campus
	DATE	TERMS	PROJECT ADDRESS
	3/6/2023	Net 30	19001 W. 119th Avenue Arvada, CO 80007

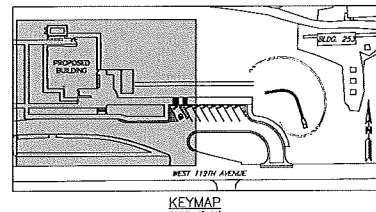
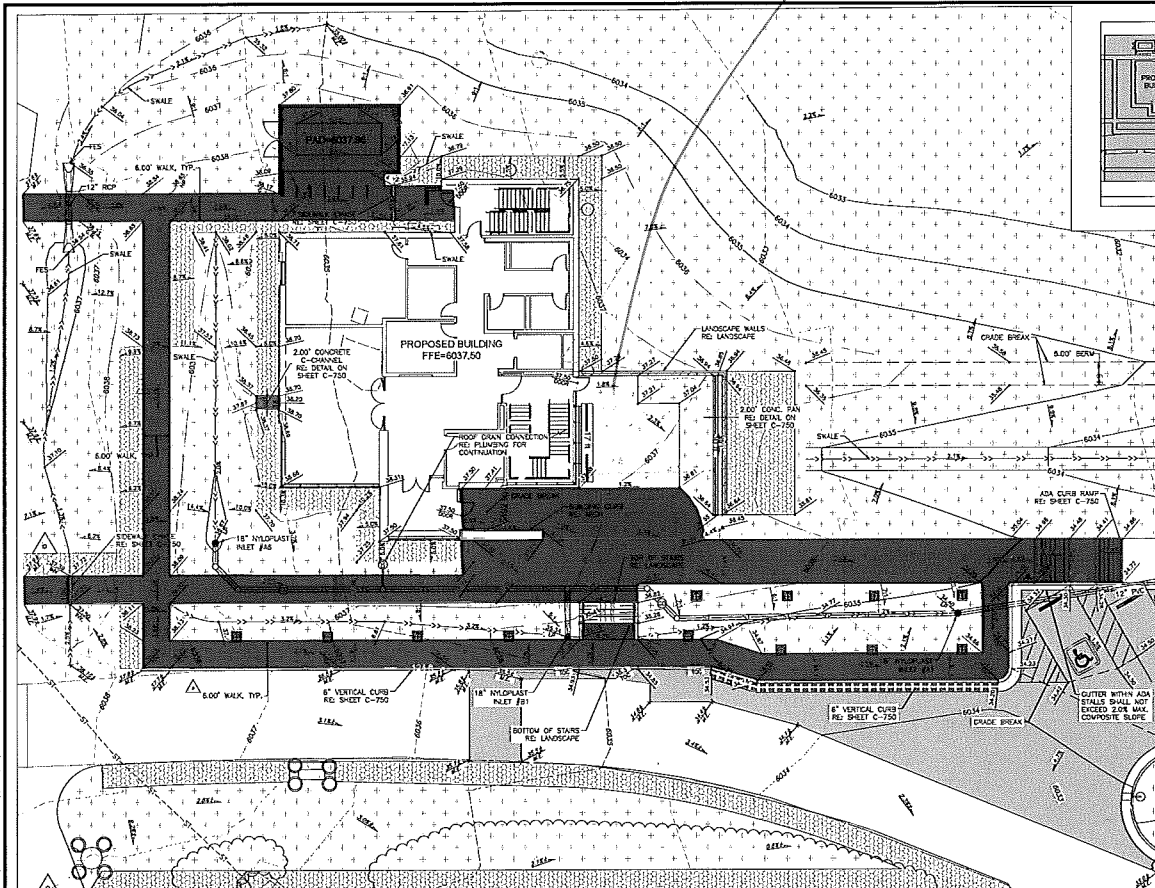
PROPOSAL & CONTRACT

DESCRIPTION OF WORK TO BE COMPLETED	TOTAL
> WATERPROOFING SERVICES TO INCLUDE	12,835.00
A. DAMPPROOFING APPLICATION @ FOUNDATION WALLS	
1. Remove all loose debris from concrete surface	
2. Apply Masterseal 610 Waterborne Emulsified-Asphalt Dampproofing to concrete foundation surface per manufacturer's recommendations	
3. Install 1/8" asphaltic protection board over dampproofing	
****NOTES:	
Inclusions:	
- All Labor and Material	
- Two (2) Mobilizations, any additional may require a change order	
- 4500PSI concrete mix design	
- Lightweight concrete mix design (Slab on Deck)	
- Steel Reinforcement per plans	
- Vapor Barrier at Slab on Grade	
- GeoFoam at Topping Slab	
- Concrete Pump Truck	
- Concrete Washout	
Exclusions:	
- Permits, Fees, Testing	
- Dirtwork, site to be at +/- 1/10 at move in	
- Foundation Excavation / Dirtwork	
- Survey / Layout	
- Import of any subgrade material	
- Export and / or Disposal of any subgrade material / spoils	
- Erosion Control	
- Decorative Concrete	
- Sealants / Caulking	
- Flashing	
- Rigid Insulation	
- Drainage Board	
- Winter Weather Protection	
- Concrete Repairs due to construction damage	
Due to the volatility of material costs above pricing is only valid for 30 days	
Pricing based on provided plans dated 04/25/2022 (Civil and Structural)	

Matt Salvato **TOTAL**
303.906.0081 Mobile matt@centennialcw.com **\$620,677.00**

Approval Signature _____ Company _____ Date _____

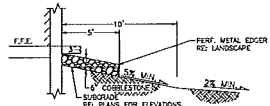
The above quotation, subject to terms and conditions attached to Proposal/Contract, is accepted and shall constitute a contract between Centennial Concrete and Waterproofing, LLC and the customer.



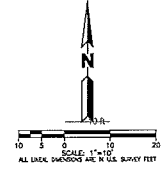
- NOTES:**
1. SEE SHEETS C-100, C-101, C-102, AND C-400 FOR ADDITIONAL NOTES, LEGENDS, AND ABBREVIATIONS.
 2. ELEVATIONS ADJACENT TO BUILDING ARE SUBGRADE ELEVATIONS.

BENCHMARK:
 ELEVATIONS ARE BASED ON NGS BENCHMARK F 408, A STAINLESS STEEL ROD IN 100' LOGS BOX LOCATED ON 90 FEET EAST OF THE CENTERLINE OF STATE HIGHWAY 93 AND APPROXIMATELY 4500 FEET SOUTH OF STATE HIGHWAY 128.
 ELEVATION = 2938.02 (NAD 83)

BASES OF BEARINGS:
 BEARINGS ARE BASED ON MODIFIED COLORADO CENTRAL ZONE (5020X(NAD 1983 2011) UTILIZING A COMBINED SCALE FACTOR OF 0.9999748368 FROM OLD AND SUBTRACTING 1000000 FROM THE NORTHERN AND 8000000 FROM THE EASTING, RESULTING IN A BEARING OF "N75°40'10\"/>



NOTE: REFER TO GEOTECHNICAL REPORT FOR FURTHER INFORMATION.
TYPICAL GRADING IN LANDSCAPE AREAS AT PERIMETER OF BUILDING
 N.T.S.



NO.	REVISIONS	DATE	BY	APP'D	DATE	REVISIONS	DATE	BY	APP'D	DATE
A	CONSTRUCTION DOCUMENTS	10/29/21	HP							
B	CONSTRUCTION DOCUMENTS	01/27/22	HP							
C	CONSTRUCTION DOCUMENTS	03/07/22	HP							
D	ISSUE FOR CONSTRUCTION	04/29/22	HP							

NO.	DATE	BY	APP'D	DATE	REVISIONS	DATE	BY	APP'D	DATE
1	10/29/21	HP							
2	01/27/22	HP							
3	03/07/22	HP							
4	04/29/22	HP							

NO.	DATE	BY	APP'D	DATE	REVISIONS	DATE	BY	APP'D	DATE
1	10/29/21	HP							
2	01/27/22	HP							
3	03/07/22	HP							
4	04/29/22	HP							



MARTIN/MARTIN
 ENGINEERS ARCHITECTS
 1100 SOUTH COLORADO AVENUE
 DENVER, COLORADO 80202
 TEL: 303.733.1100
 WWW.MARTINMARTIN.COM

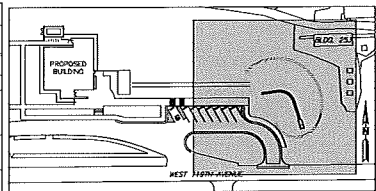
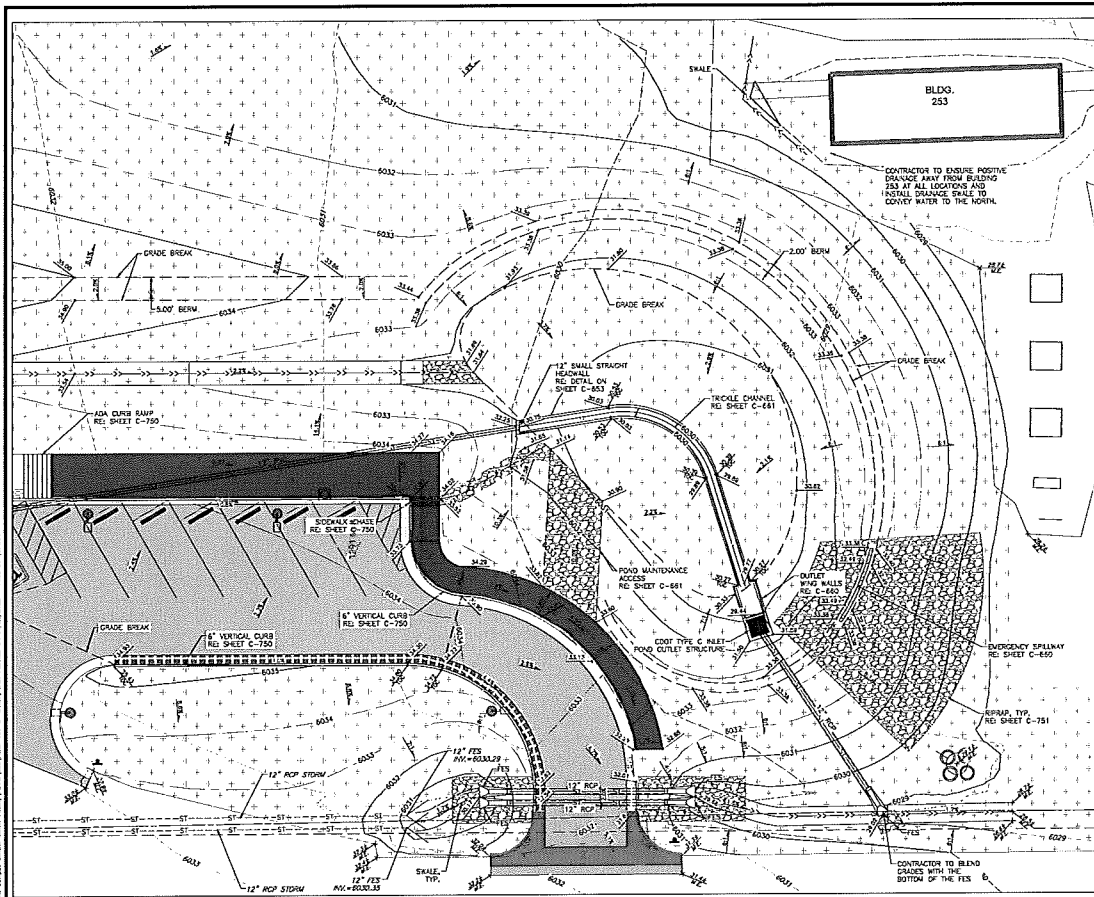
ISSUED FOR CONSTRUCTION
 DATE: 04/29/22

FLATRONS CAMPUS CONTROL CENTER FACILITY

CONREL
 CONSULTING ENGINEERS ARCHITECTS
 1100 SOUTH COLORADO AVENUE
 DENVER, COLORADO 80202
 TEL: 303.733.1100
 WWW.CONREL.COM

DETAILED GRADING PLAN

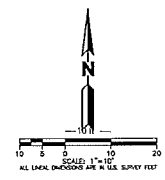
PROJECT NO.	10000	DATE	10/29/21
PROJECT NAME	FLATRONS CAMPUS CONTROL CENTER FACILITY	SCALE	C-450
PROJECT LOCATION	1100 SOUTH COLORADO AVENUE, DENVER, CO	DATE	04/29/22



NOTES:
1. SEE SHEETS C-100, C-101, C-102, AND C-103 FOR ADDITIONAL NOTES, LEGENDS, AND ABBREVIATIONS.

BENCHMARK:
ELEVATIONS ARE BASED ON NGS BENCHMARK F 408, A STAINLESS STEEL ROD IN NGS LOG BOX LOCATED ON 80 FEET EAST OF THE CENTERLINE OF STATE HIGHWAY 93 AND APPROXIMATELY 4500 FEET SOUTH OF STATE HIGHWAY 112.
ELEVATION = 5536.02 (NVD 63)

BASES OF BEARINGS:
BEARINGS ARE BASED ON MODIFIED COLORADO CENTRAL ZONE (5022040 1983 2011) UTILIZING A COMBINED SCALE FACTOR OF 0.9997445058 FROM G.D. AND SUBTRACTING 100,000 FROM THE NORTING AND 3,000,000 FROM THE EASTING, RESULTING IN A BEARING OF UTILITY BETWEEN NGS PT. TOTAL, A 3" BRASS DISK SET IN CONCRETE 44 FEET EAST OF STATE HIGHWAY 93 AND NORTH OF THE PROPOSED DITCH THAT IS APPROXIMATELY 6500 FEET NORTH OF STATE HIGHWAY 93 AND NGS POINT ENERGY, A 3" ALUMINUM DISK LOCATE 80 FEET SOUTH OF STATE HIGHWAY 112 AND APPROXIMATELY 400 FEET WEST OF POINTA 51.



ISSUED FOR CONSTRUCTION
DATE: 04/15/2010

NO.	REVISIONS	DATE	BY	APPR.	SCALE	NO.	REVISIONS	DATE	BY	APPR.	SCALE
A.	FOR CONSTRUCTION DOCUMENTS	10/27/01	RJP	-	-	-	-	-	-	-	-
B.	FOR CONSTRUCTION DOCUMENTS	07/07/02	RJP	-	-	-	-	-	-	-	-
C.	FOR CONSTRUCTION DOCUMENTS	03/27/02	RJP	-	-	-	-	-	-	-	-
D.	FOR CONSTRUCTION	04/29/03	RJP	-	-	-	-	-	-	-	-

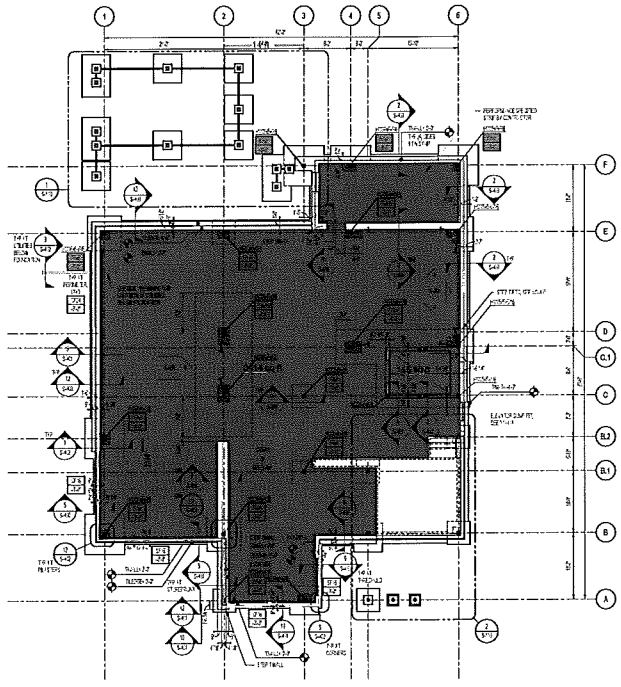
USER	APP. DATE	REVISION	DESCRIPTION
USER: JAP	10/27/01	1	INITIALS
DESIGNER: RJP	10/27/01	1	DESIGNER
CHECKER: RJP	10/27/01	1	CHECKER
SCALE: AS NOTED	-	-	SCALE AS NOTED
DATE: 04/15/2010	-	-	DATE

ENGINEERING REVIEW	DATE
DESIGNED BY: RJP	10/27/01
CHECKED BY: RJP	10/27/01
APPROVED BY: [Signature]	04/15/2010
SCALE: AS NOTED	-
DATE: 04/15/2010	-

FRATTONS DAMPA'S CONTROL CENTER FACILITY	CIVIL
PROJECT NO. FC-074	0
SCALE: AS NOTED	-
DATE: 04/15/2010	-

MARTIN/MARTIN	MONREL
3229 W. 10TH AVENUE DENVER, CO 80202 TEL: 303.733.4444 WWW.MARTINMARTIN.COM	10000 E. 17TH AVENUE DENVER, CO 80202 TEL: 303.750.1100 WWW.MONREL.COM

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY & RENEWABLE ENERGY
300 M STREET, N.W.
WASHINGTON, D.C. 20548



FOUNDATION PLAN NOTES:

1. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

2. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

3. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

4. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

5. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

6. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

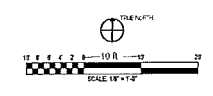
7. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

8. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

9. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

10. FOUNDATION SHALL BE CONCRETE ON GRAVEL. ALL FOUNDATION SHALL BE 12" MIN. THICK UNLESS OTHERWISE NOTED.

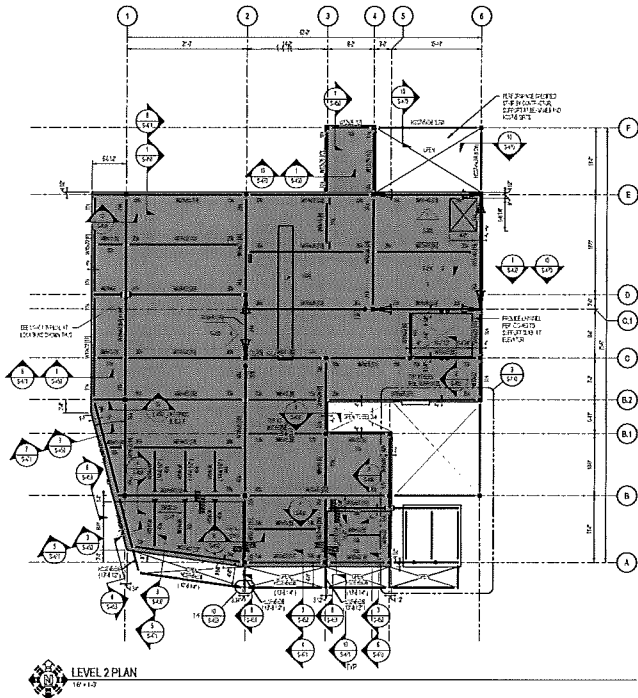
FOUNDATION PLAN
18/10/17



ISSUED FOR CONSTRUCTION	
DATE: 06/25/2017	
FLATIRON CAMPUS	STRUCT
CONTROL CENTER FACILITY FOUNDATION PLAN	
DRAWN BY: R. J. HARRIS	CHECKED BY: J. HARRIS
DATE: 06/25/2017	DATE: 06/25/2017
PROJECT NO: EX2224121	ISSUED NO: 10235212

NO.	REVISION	DATE	BY	APP'D	FM	DESCRIPTION	FILE FOR ARCH	ISSUE NO.	DATE	BY	APP'D	FM	DESCRIPTION	DATE	BY	APP'D	FM
A	TITLE B-SW	12/22/2011															
B	TITLE B-SW	01/01/2012															
C	TITLE B-SW	01/01/2012															
D	ISSUED FOR CONSTRUCTION	04/25/2017															

FOUNDATION PLAN
 DATE: 06/25/2017
 PROJECT NO: EX2224121
 ISSUED NO: 10235212
 DRAWN BY: R. J. HARRIS
 CHECKED BY: J. HARRIS
 DATE: 06/25/2017



STEEL FRAMING PLAN NOTES:

1. GENERAL
 THIS PLAN IS SUBJECT TO ANY NOTES ON THE CONTRACT DOCUMENTS.
2. DIMENSIONS
 ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES.
3. MATERIALS
 ALL MATERIALS SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
4. CONNECTIONS
 ALL CONNECTIONS SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
5. FABRICATION
 ALL FABRICATION SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
6. ERECTION
 ALL ERECTION SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
7. FINISHES
 ALL FINISHES SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.
8. NOTES
 ALL NOTES SHALL BE AS SPECIFIED IN THE CONTRACT DOCUMENTS.

PROJECT: CONTROL CENTER FACILITY
 SHEET: STEEL FRAMING PLAN
 DATE: 06/01/2012
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT MANAGER: [Name]

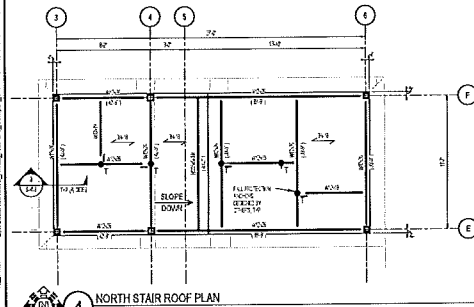
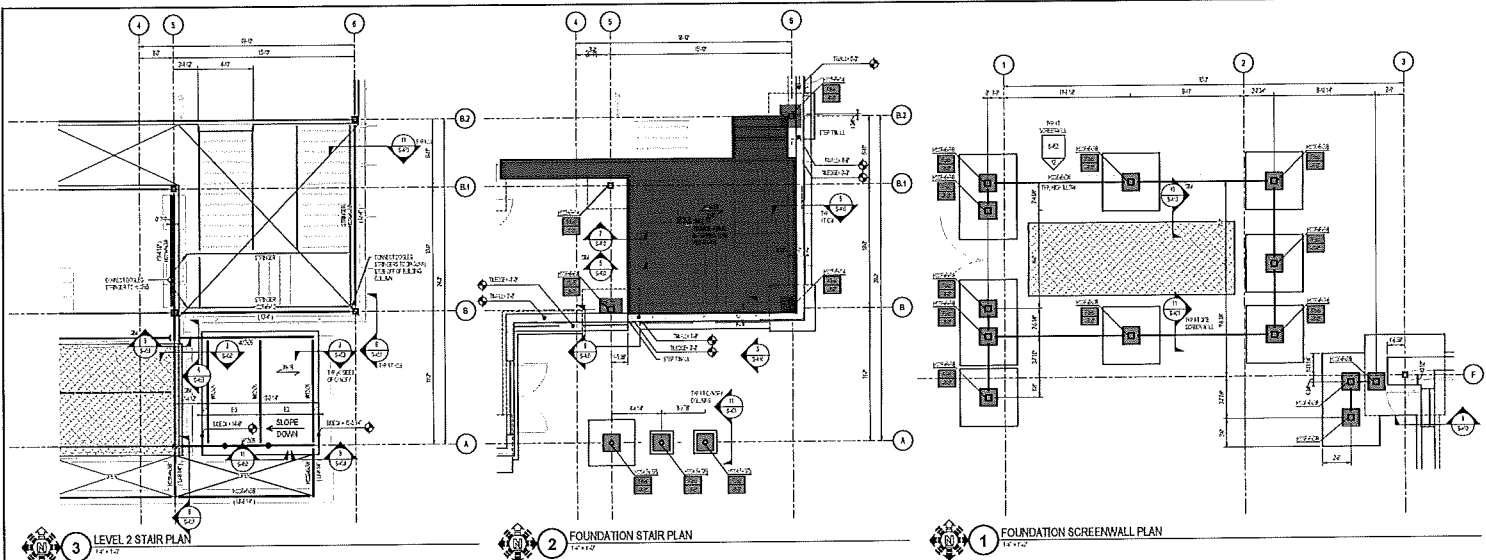
NO.	DATE	BY	APP'D	DESCRIPTION
A	12/05/2011			ISSUED FOR CONSTRUCTION
B	01/01/2012			
C	02/01/2012			
D	06/01/2012			

REV.	DATE	BY	APP'D	DESCRIPTION
1	12/05/2011			ISSUED FOR CONSTRUCTION
2	01/01/2012			
3	02/01/2012			
4	06/01/2012			

FOR
NREL
 NATIONAL RENEWABLE ENERGY LABORATORY
 1617 Cole Blvd., Golden, CO 80401
 303.429.1400
 www.nrel.gov

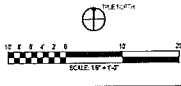
ISSUED FOR CONSTRUCTION
 DATE: 06/01/2012

PROJECT NAME	CONTROL CENTER FACILITY
PROJECT NO.	5-112
REV. NO.	0
DATE	06/01/2012

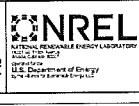


REVISION	DATE	BY	APP'D	FM	DESCRIPTION
A	10/25/2011				TITLE I - 50%
B	01/01/2012				TITLE II - 50%
C	02/01/2012				TITLE III - 50%
D	04/02/2012				ISSUED FOR CONSTRUCTION

REV	NO	DATE	BY	APP'D	FM	DESCRIPTION
1						REVISED PER COMMENTS
2						REVISED PER COMMENTS
3						REVISED PER COMMENTS
4						REVISED PER COMMENTS
5						REVISED PER COMMENTS
6						REVISED PER COMMENTS
7						REVISED PER COMMENTS
8						REVISED PER COMMENTS
9						REVISED PER COMMENTS
10						REVISED PER COMMENTS



ISSUED FOR CONSTRUCTION
DATE: 04/23/2012



PROJECT NO.	DATE	SCALE	PROJECT NAME	PROJECT LOCATION
12-00000000	04/23/2012	1/4" = 1'-0"	CONTROL CENTER FACILITY	FLATIRON CAMPUS
12-00000000	04/23/2012	1/4" = 1'-0"	FOUNDATION SCREENWALL PLAN	CONTROL CENTER FACILITY
12-00000000	04/23/2012	1/4" = 1'-0"	FOUNDATION STAIR PLAN	CONTROL CENTER FACILITY
12-00000000	04/23/2012	1/4" = 1'-0"	LEVEL 2 STAIR PLAN	CONTROL CENTER FACILITY
12-00000000	04/23/2012	1/4" = 1'-0"	NORTH STAIR ROOF PLAN	CONTROL CENTER FACILITY

TAKEOFF TOTALS

NREL - FLATIRON CAMPUS

4" FLATWORK	5" FLATWORK	6" FLATWORK	30" FLATWORK	6" DRAIN PAN
SIDEWALK / PAVING = 6,784 SF DRAIN PAN = 60 SF C CHANNEL = 17 SF	SLAB ON DECK = 3,924 SF	CROSSSPAN = 214 SF	ELEVATOR SUMP PIT = 115 SF (WALL @ THRESHOLD = 9 LF)	
SOG FOUNDATION = 3,647 SF TOPPING SLAB = 233 SF				
TOTAL = 10,741 SF	TOTAL = 3,924 SF	TOTAL = 214 SF	TOTAL = 115 SF	TOTAL =

18" CURB & GUTTER	24" CURB & GUTTER	30" CURB & GUTTER	6" VERTICAL CURB / EDGING
98 LF	336 LF		124 LF 63 LF
TOTAL = 98 LF	TOTAL = 336 LF	TOTAL =	TOTAL = 187 LF

WALLS	LN FT	FOOTINGS	LN FT
WIDE STEM WALL (24" WIDE / 24" DEPTH)	137	SF24 (2' WIDE / 12" DEPTH)	210
WIDE GRADE BEAM W/KNEE WALL (24"X24", 15"X24")	77	SF16 (1' 4" WIDE / 12" DEPTH)	65
NARROW STEM WALL (12" WIDE / 48" DEPTH)	100	F7X7 (1' 10" DEPTH)	5EA
EXTERIOR STEM WALL (24"X24", 12"X24")	12	F6X6 (1' 6" DEPTH)	2EA
		F5X5 (1' 4" DEPTH)	10EA
		F4X4 (1' DEPTH)	9EA
		F2X2 (1' DEPTH)	2EA
21 CY	60 CY	F24X6 (2' 6" DEPTH)	2EA
20 CY		F25X10 (2' DEPTH)	1EA
15 CY		PILASTER = 60 SF (24" X 24")	16EA
4 CY		EXTERIOR COLUMN (24" X 24")	16EA
NOTES:			124 CY

VAPOR BARRIER

GEOFOAM

DRAIN	12" W	24" W
OWTS	(8" X 8')	
LIGHT POL	(24" DIA)	
BOLLARD	(12" DIA)	
TRUNCATE		

Solid Earth Civil Constructors

936 21st Ln
 Pueblo, CO 81006
 SOLIDEARTH.CO

Phone: 719-543-0368
 Fax: 719-543-6380

M/WBE, EBE, SBE, DBE

To: E-Corp	Contact: John
Address: 824 S 400 W, Suite B137 Salt Lake City, UT 84101	Phone: (801) 771-0933
Project Name: NREL - Control Center Facility	Fax:
Project Location: Flatirons Campus, Superior, CO	Bid Number: 22-0392
Addendum #: 3	Bid Date:

03/03/2023 Revised Proposal: Includes OWTS and Control Center Facility.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
201-00001	Clearing and Grubbing	2.00	ACRE	\$7,920.00	\$15,840.00
202-00010	Removal Of Shrub	2.00	EACH	\$248.00	\$496.00
202-00010	Removal of Tree	1.00	EACH	\$373.00	\$373.00
202-00200	Removal Of Existing Concrete	80.00	SY	\$81.70	\$6,536.00
202-00220	Removal Of Asphalt Mat	100.00	SY	\$24.20	\$2,420.00
207-00205	Site Grading, Balance, And Import Class 1 Embankment/Fill Per Earthmoving Specs	5,499.00	CY	\$42.10	\$231,507.90
207-00205	Stockpile And Grade Topsoil	1,596.00	CY	\$31.50	\$50,274.00
304-06000	Aggregate Base Course (Class 6)	587.00	TON	\$67.30	\$39,505.10
412-00615	Control Center Facility Slab On Grade	432.00	SY	\$239.50	\$103,464.00
412-00616	Topping Slab	30.00	SY	\$885.50	\$26,565.00
412-00700	Structural Slab On Deck	555.00	SY	\$271.50	\$150,682.50
412-01000	Interior Transformer Pad	45.00	SY	\$394.00	\$17,730.00
412-01050	Transformer And Switch Panel Pad	12.00	SY	\$389.50	\$4,674.00
506-00010	Buried Rip-Rap	255.00	SY	\$312.00	\$79,560.00
601-01025	Elevator Pit Footing	1.00	EACH	\$28,405.00	\$28,405.00
601-01050	F24x6 Spread Footer And Column	2.00	EACH	\$28,628.00	\$57,256.00
601-01050	F25x10 Spread Footer And Column	1.00	EACH	\$39,258.00	\$39,258.00
601-01050	F2x2 Spread Footer And Column	2.00	EACH	\$3,419.00	\$6,838.00
601-01050	F4x4 Spread Footer And Column	8.00	EACH	\$3,499.00	\$27,992.00
601-01050	F5x5 Spread Footer And Column	12.00	EACH	\$4,117.00	\$49,404.00
601-01050	F6x6 Spread Footer And Column	4.00	EACH	\$5,678.00	\$22,712.00
601-01050	F7x7 Spread Footer And Column	5.00	EACH	\$6,993.00	\$34,965.00
601-03050	Control Center Facility Foundation Walls	135.00	CY	\$3,022.00	\$407,970.00
601-03055	Install Type C Inlet	1.00	LS	\$52,891.00	\$52,891.00
601-03060	Emergency Spillway	22.00	LF	\$489.50	\$10,769.00
603-01112	Install 12-Inch RCP F.E.S.	7.00	EACH	\$4,024.00	\$28,168.00
603-01120	12 Inch Reinforced Concrete Pipe	170.00	LF	\$213.00	\$36,210.00
603-01121	12" Dia. PVC Storm Sewer With Nyloplast Inlets	335.00	LF	\$277.50	\$92,962.50
603-50002	2" CU Water Service Line	90.00	LF	\$189.50	\$17,055.00
603-50012	6 Inch DIP Fire Line Service	95.00	LF	\$410.50	\$38,997.50
608-00010	Concrete Curb Ramp Excludes Concrete Joint Sealant	22.00	SY	\$426.00	\$9,372.00

Solid Earth Civil Constructors

936 21st Ln
Pueblo, CO 81006
SOLIDEARTH.CO

Phone: 719-543-0368
Fax: 719-543-6380

M/WBE, EBE, SBE, DBE

To: E-Corp	Contact: John
Address: 824 S 400 W, Suite B137 Salt Lake City, UT 84101	Phone: (801) 771-0933
Project Name: NREL - Control Center Facility	Fax:
Project Location: Flatirons Campus, Superior, CO	Bid Number: 22-0392
Addendum #: 3	Bid Date:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
608-00600	Concrete Sidewalk (6 Inch)	702.51	SY	\$140.00	\$98,351.40
608-10000	Sidewalk Drain	25.00	LF	\$1,102.00	\$27,550.00
609-20010	6" Vertical Curb	125.00	LF	\$103.00	\$12,875.00
609-20010	Concrete Edge	69.00	LF	\$105.50	\$7,279.50
609-21020	Curb And Gutter	460.00	LF	\$76.50	\$35,190.00
609-24004	2 Foot Gutter Pan	32.00	LF	\$69.30	\$2,217.60
609-24005	C Channel	5.00	LF	\$106.50	\$532.50
609-24006	Trickle Channel	80.00	LF	\$117.50	\$9,400.00
610-00020	Decorative Colored Concrete	480.00	SF	\$47.30	\$22,704.00
610-00021	Graphic Concrete	115.00	SF	\$71.20	\$8,188.00
621-00650	Pedestrian Stair Structure With Cheek Walls	1.00	LS	\$20,620.00	\$20,620.00
621-01050	CIP Concrete Bench Seat	18.00	LF	\$1,467.00	\$26,406.00
626-00000	Mobilization	1.00	LS	\$90,000.00	\$90,000.00
700-70426	Stabilized Staging Area	1.00	LS	\$13,748.00	\$13,748.00
Total Price for above Items:					\$2,065,914.50

On Site Water

209-00000	Non-Potable Water Excludes Transportation For Use By GC And Or Other Trades At GCs Request.	160.00	MGAL	\$24.00	\$3,840.00
Total Price for above On Site Water Items:					\$3,840.00

OWTS

603-83004	4" Sewer Line	686.00	LF	\$137.00	\$93,982.00
603-83008	2" Sewer Line	39.00	LF	\$186.50	\$7,273.50
604-50800	Automatic Distributing Valve	1.00	EACH	\$7,124.00	\$7,124.00
622-01100	Dosing Tank (1000 Gal)	1.00	EACH	\$26,495.00	\$26,495.00
622-01200	Septic Tank (2000 Gal)	2.00	EACH	\$18,735.00	\$37,470.00
622-03260	Soil Treatment Area And Infiltration Chambers	1.00	LS	\$272,075.00	\$272,075.00
Total Price for above OWTS Items:					\$444,419.50

Total Bid Price: \$2,514,174.00

Notes:

- 60 days after proposal submission date pricing is void.

Solid Earth Civil Constructors

936 21st Ln
 Pueblo, CO 81006
 SOLIDEARTH.CO

Phone: 719-543-0368
 Fax: 719-543-6380

M/WBE, EBE, SBE, DBE

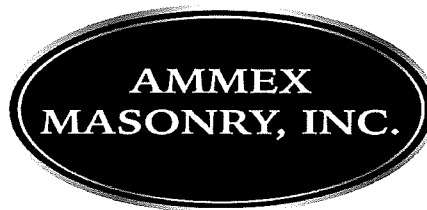
To: E-Corp	Contact: John
Address: 824 S 400 W, Suite B137 Salt Lake City, UT 84101	Phone: (801) 771-0933
Project Name: NREL - Control Center Facility	Bid Number: 22-0392
Project Location: Flatirons Campus, Superior, CO	Bid Date:
Addendum #: 3	

- **Terms:**
 Solid Earth hereby proposes to furnish the material and perform the labor necessary for the completion of the above stated work as outlined in this proposal.
- Material and labor are guaranteed for a period of one year.
- Any damages due to severe weather, vandalism, animals, or acts beyond the control of Solid Earth Civil Constructors Inc. are not covered under warranty.
- Any alteration or deviation from the above stated scope of work will be executed upon owners' approval and may or may not affect the pricing listed in this contract.
- This proposal shall become an exhibit of any contract resulting from it. Change orders shall be requested and subsequently submitted in writing there by amending the executed contract.
- The above prices do not include Performance and Payment Bond. Consult estimator if bond is required.
- The above prices do not include Permits. Consult estimator if Permits required.
- **Exclusions:**
 Surveying, Engineering, Traffic control, SWPP Permit, BMP's, Temporary/ permanent utilities, Tap And Investment Fee, Bond, Material testing, and or any other scope not detailed in item description.
- Night work, Light towers, Full body reflective suits, all operations during night time hours, and or any other scope not detailed in item description.
- Doweling, Anchor wet-setting, Epoxy-coated bar, Fiber Reinforcement, Dowel baskets, Slip dowels, Speed dowels, Epoxy-set dowels, Joint sealant, and or any other scope not detailed in item description.
- Ground thaw, Forced air heat, Concrete blankets, Snow removal, Deicing processes, and or any other scope not detailed in item description.

Payment Terms:

Acceptance of this proposal binds the recipient to making progress payments upon receipt of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Solid Earth Civil Constructors</p> <p>Authorized Signature: _____</p> <p>Estimator: Drake Carter (719) 582-3044 drakecarter@solidearth.co</p>
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PO Box 1758 Commerce City, CO 80037
Office: 303-853-9008 | Fax: 303-853-9007
8(a), DBE, SBE, MBE certified
*Quality * Experience * Trust*
RMMI CERTIFIED CONTRACTOR

Date: February 16, 2022
To: General Contractors
Attn: Estimators
Project: NREL

We are proposing to provide material, labor and equipment for the above mentioned project. We are bidding masonry division 042000. Our scope of work is as follows:

INCLUSIONS: Stone by Lyons Sandstone, mortar, wall ties, flashing, Davis Bacon Wages

EXCLUSIONS: Tax, precast, colored/textured CMU, IWR, rebar, precast, self-erecting crane, metal flashings, fluid-applied sealant, embeds and anchor bolts, steel angles, wind bracing, shoring, deadman, korfill, thermal insulation, foam insulation, rigid insulation, spray insulation, tyvek, composite cleaning crew, lane closures, flagging, air vapor barrier, steel lintels, winter protection (labor and material), fire stopping, dowels and epoxy, demo, bituminous damp proofing, fluid applied vapor-permeable membrane, traffic control, site utilities, caulking, bid bond, lintels, Bond, pavers, welding, weld connections, sealer, sealants, setting of hollow metal door frames, off-site trash removal, engineering, permits.

The following is required to begin construction: 220v power, water, site accessibility, level area to erect scaffold and use forklift, mixing area, all within 100 ft of project

Our price for this project is as follows

Base Bid \$331,335

Please contact Alejandro Barraza at 303-853-9008 with any questions regarding the above
This proposal is subject to mutually agreed upon terms and conditions

THIS QUOTE IS GOOD FOR 30 DAYS



7011 Titan Road
Littleton, Colorado 80125-9505
P.O. Box 1006
Littleton, Colorado 80160-1006
303-791-1333
303-791-1340 Fax
www.zimkor.com

QUOTATION

February 17, 2023

E Corp
1598 N Hill Field Rd b. Suite B
Layton, UT. 84041

John Stalder

NREL Flatirons Control Center Facility

Architect: HDR
Drawings Dated: 4/25/22
Addenda Acknowledged: None
Specification Sections: 051200, 053100, 055100, 055136, 057300

Gentlemen:

Zimkor proposes to **furnish and install** the materials for this project as listed on the attached list of inclusions. Our scope is based on the specification sections noted above and as modified by the attached list of inclusions and exclusions. Zimkor will hold this proposal open for acceptance until March 16, 2023.

Yours truly,

Randy Zlomke

Estimating Sales

E#23006

Items Included and Delivered Only (Materials unloaded by others)

All work priced with Zimkor standard clean/prime UNO

1. Anchor Rods & Template
2. 12 – Galvanized Bollards
3. Galvanized Brick Relief L5x5
4. Galvanized Elevator Sump Frame & Grate
5. 2-Galvanized Sidewalk Chase- L101 & 102
6. 2 - Primed Knee Wall Braces 3/A751

Items Included and Installed by Zimkor

All work priced with Zimkor standard clean/prime UNO

1. Columns
2. Beams
3. Camber
4. Elevator Guide Rails
5. TS @ Braced Bays
6. Bent Plate w/ Rebar 1/S450
7. Bent Plate w/ Rebar 3/S450
8. L3x3 5/S453
9. Roof Frames w/ MC8x21.4
10. 2 – Primed Deck 1&2 Drain Frames
11. L5x5 3/S453
12. Powder Coated Stair 1
13. Powder Coated Stair 1 Rails – the preferred FB1/2x2 cannot be used with this cable system. TS3x2 is assumed at top & bottom horizontal rails & posts.
14. Primed Stair 2 w/ P1.5 Primed Rails
15. HP Primed Deck 1 & 2 Cable Rails w/ TS3x2
16. SS Site Rail L101 & L102
17. SS Lit Site Stair Rail 2 Locations 5/L400
18. Aluminum Roof Ladder – A201
19. Galvanized Elevator Pit Ladder
20. Galvanized Brick Relief Angle
21. Galvanized Gen. Enclosure
22. Textura Billing Systems

Base Bid Amount

F.O.B. Zimkor, Freight Prepaid to Jobsite.

\$ 815,000.00

(Tax Excluded)

Galvanized Brick Relief L5x5x3/8 x 100ft.

\$1,750.00

12 – Galvanized Bollards

\$3,257.00

For Payment and Performance Bond -

Add 1% to the price.

Change Order Rates for this project:

Drafting	\$95.00/hr
Shop Labor	\$103.00/hr
Field Labor	\$TBD
Overhead & profit	15%
Overhead & profit on subs	10%

Specific Exclusions:

1. Countertop Supports UNO
2. Bathroom Partition Supports UNO
3. Roof Drain Frames UNO
4. Deck Side Lap Welds
5. Safety Cable for Other Trades
6. Grouting of Any Kind
7. Core Drilling & Grouting
8. Cutting of Openings in Floor & Roof Deck
9. MEP Drawings or Coordination with
10. Stair Nosing's UNO
11. Unistrut
12. SP6 Prep on any steel UNO
13. Touch Up Priming of any kind
14. Cleaning of Deck of any kind
15. Sidewalk Chase UNO
16. Fall Protection Anchors
17. Gates on Mechanical Enclosure – A413
18. Lighting @ Bollards
19. Install of Electrical devices for Lit SS Handrail

Standard Exclusions:

1. Metal items listed in specification sections not specifically listed above
2. Costs for Allowance items, Contingency amounts and GMP prices.
3. Bonds, permits, fees and taxes UNO
4. Safety cable rail for use by other trades, safety cable at roofs UNO
5. Inspection and testing costs
6. Engineer stamp on shop drawings (we will provide stamped calculations for stair/rail work only if noted above)
7. Cast iron

8. Field measurements:

- a) Field Measurements and Professional Surveying efforts (we include the efforts to measure site rails ONLY)
- b) Structural steel is specifically bid per AISC tolerances/requirements; we take no responsibility nor make any pricing adjustments for uncoordinated tolerances resulting from other/abutting trades. UNO, all work will be fabricated per approved shop drawings ONLY and abutting work assumed to be within tolerances allowing within tolerance steel erection (no field measuring cost or schedule impacts are included in this proposal).
- c) All work is priced to be shop fabricated to the greatest reasonable extent allowable (we exclude the costs of field fabrication work in the case of unknown/approximate dimensions or conditions).
- d) We specifically exclude surveying efforts (professional or otherwise) for existing structures which abut new structural steel or Misc. metals work
- e) We specifically exclude demolition of any kind including the selective demolition for field measuring purposes.
- f) We specifically exclude the establishment of any elevational or horizontal control lines
- g) We specifically exclude the fabrication of unique railing assemblies to suit the tolerances and/or errors of other trades' work (such as wood or concrete); such railings are bid as common/repeating assemblies and not unique to each location

- 9. Structural adequacy/suitable backing in walls or floors for any work (such as wall rails, balcony rails, ladders, counter supports, toilet partitions, etc.). Metal decking and siding UNO Bar joist and long span joist UNO
- 10. Bolts to support materials other than those listed as included
- 11. All steel connections for precast, any embedment's in precast
- 12. Field paint, field painting or touch-up of ANY painting work or galvanizing
- 13. Grout, Grouting
- 14. Drilled nail holes in embedded plates-Holes to be punched at a diameter 1/16" greater than the plate thickness
- 15. Layout drawings for FOB items
- 16. Field cutting of metal deck at all framed openings, floor and roof
- 17. Shoring of any metal decking after turnover
- 18. Shoring/bracing of any materials or work of any others
- 19. Firesafing and metal flashing for firesafing
- 20. Liquidated damages not the direct fault of Zimkor
- 21. Core drilling cost
- 22. X-ray (or other destructive or non-destructive testing methods) of concrete for obstructions that may interfere with our work.

23. All work covered by section 05400 Cold Formed Metal Framing
24. "As-Built" drawings (we will supply our "for construction" installation plans and shop details ONLY).
25. Grinding of any fillet welds regardless of work type
26. Costs of TEXTURA (or other such vendor) billing systems UNO
27. Protection of adjacent finishes to our work (be they existing or new, such as GLASS, ROOFING MEMBRANE, CARPET, etc.)
28. Scaffold or lifts to access shared trade work UNO (such as brick relief angles)
29. Engineer stamp on shop drawings UNO above
30. Warranty on any rail system lag bolted to wood
31. Structural adequacy calculations on any rail system lag bolting to wood
32. Field cleaning/clearing of any embedments (concrete, mud, etc.)
33. Shimming/added field welding to accommodate out of tolerance work (such as sunken embeds in concrete, out of tolerance edges for ledger angles, etc.)
34. Reconciliation of design tolerances which are not compatible (e.g., steel vs concrete)
35. Warranty of any water based primer use
36. Independent special inspection costs and Non-destructive testing (NDT) costs
37. Bituminous/asphaltic coatings of any type on any work
38. Cambered structural members shall be cambered and inspected in the shop post fabrication/before finishing ONLY per AISC COSP section 6.4.4 (we EXCLUDE camber verification at any other location or time)
39. Cambered structural members have limits; in general/UNO we exclude camber on wide flange members of W27's and up, members under 15' and members too light to camber (webs must be 3/8" or greater or buckling may occur).
40. Joist welding per AWS (joist welding is governed per SJI)
41. Reinforcing or modifications of steel joists post approval/fabrication
42. Ladder "V" extensions (UNO/unless specifically pictured as such)

Materials Price Qualification:

Our price is based on current steel material costs ONLY and is subject to price adjustment depending on time-of-award, project schedule, completeness of the design documents, approval/release to fabrication date(s) and changing market conditions. Unless noted in this proposal or agreed to otherwise, the price of the scope of work will be adjusted, upward or downward, based upon current materials pricing at the time of release to fabrication. **The value of materials for the scope of work will be identified in the subsequent subcontract agreement for this work and will form the basis for cost adjustment UP or DOWN accordingly.** Many factors beyond our control may affect our final materials pricing including mill

increases, scrap prices increases, fuel surcharges and other costs added to our costs of the quoted cost of materials in this proposal as well as our inability to control the completeness of design we are working with/subsequent delays in release to fabrication. This includes joist & deck as well as all raw materials we will purchase (wide flange, tube, bar, channel, angle, etc.) for the project. Some sizes/shapes may result in scheduling delays and/or added costs due to limited or no availability mill conditions (we attempt to identify all such but market conditions are fluid and can change weekly). All advance material purchases requested/directed shall be subject to added handling costs, storage costs (pre and/or post fabrication) added transportation costs, fuel surcharges or other charges imposed by the materials vendor and/or carrier(s) and all such advance purchases must be made on a purchase order form acceptable to Zimkor and due in 30 days no retention.

Shop Fabrication Rate Qualification:

This proposal is based upon current hourly rates for **2023**. If your project will NOT be fabricated in this year the price may require adjustment for the upcoming year rates adjustment.

Qualifications of the work:

1. This quotation is made with the understanding a mutually agreeable and negotiated set of contract terms will apply to the work and shall be consistent with the latest issued A.I.A. General Contractor/Subcontractor A401 agreement (and supporting A201 General Conditions) will be forwarded to us for our acceptance. All indemnification clauses in Colorado contracts must comply with applicable state law. Zimkor reserves the right to decline any work if a mutually agreeable agreement cannot be arrived at and at no liability to Zimkor.
2. **Zimkor is an AISC Certified Fabricator.** All steel shall be detailed, fabricated and erected in accordance with the AISC Manual of Steel Construction and the Code of Standard Practice, the latest issued edition of each, with no exceptions taken/allowed as may be noted in project specifications.
3. As a certified fabricator all work is 100% visually inspected according AISC standards and specifically, AISC 340. The standard specifically EXCLUDES any Non Destructive Testing (NDT) as may be specified/required in the contract documents. Our certification satisfies IBC section 1704.2.5.1 and may satisfy and allow the WAIVER by the Engineer of Record (EOR) for special inspection requirements for any given project. Any subsequent waiver of special inspection by the EOR (or any other party with authority to do so) will NOT apply to any NDT

requirements. NDT costs/responsibility are specifically EXCLUDED in this proposal.

4. Unless otherwise noted within this quotation, this proposal is based strictly upon what is clearly shown or defined within this set of bid documents in accordance with the latest edition of the **AISC Code of Standard Practice sections 1.6 and 3.1**. Zimkor, its subcontractors and suppliers specifically offer this scope of work on the assumption the documents describe a complete and buildable design. Please contact Zimkor to discuss the establishment for allowances or budgets for additional/future scopes of work that may be required for incomplete designs. Further, this reliance extends to the assumption the documents have been dimensionally checked and are able to be detailed in an efficient and expeditious manner to 1/16" tolerance. Zimkor -nor any of its subcontractors and suppliers- DO NOT include any budget nor schedule allowance to CHECK the contract documents for neither completeness nor accuracy. If incomplete documents are to be used for construction, please contact Zimkor ASAP to discuss options to facilitate successful steel construction.
5. If incomplete or "Not For Construction" documents, as defined per AISC COSP Sections 1.6 and 3.1, are to be used "for construction" we cannot make any definitive schedule commitments or detailed submittal plans unless and until the project scope IS or CAN be accurately modeled (all structural elements are located and elevated to 1/16" accuracy). Once the model is/can be completed as noted herein, our staff will assess if detailing progress can be made (the state of design completeness - beyond dimensional completeness and accuracy - will be assessed on a case by case basis). Additional design troubleshooting will likely still be required as the documents may still be too incomplete to detail steel shop drawings. Zimkor will work collaboratively with the EOR/contractor staff to address such design issues; we recommend weekly interaction with the design team until resolution is complete.
6. Zimkor offers all structural steel work in this proposal on the assumption the Engineer of Record (EOR) has designed the project connections in accordance with AISC COSP sections 3.1.1 Option1 or Option 2 ONLY (we EXCLUDE Option 3). Under Option 1, we will request details for any connection not shown in the design drawings. To aid in this we will suggest connection types we have found workable for EOR consideration. Under Option 2, if we are to select simple shear connections from the AISC Manual, actual reactions will be required; percentage of beam load capacity will not be used to select connections. Any bracing or moment connections must be shown on the design drawings. UNO listed in this proposal as a specific inclusion, we exclude ALL design responsibility and liability for connections.
7. For any work specified and/or quoted as Architecturally Exposed Structural Steel (AESS) and unless noted otherwise, such is offered in accordance with the latest edition of the AISC Manual of Steel

Construction and specifically section 10 AESS EXCEPT as follows (we exclude the following):

- a. SSPC SP6 blast cleaning (10.4.11)
 - b. Welds in category 4 ground, contoured and blended (10.4.8, 10.4.9 and table 10.1 item 4.2)
 - c. Treatment of seams in category 4 to "not apparent" (10.4.12 and table 10.1 item 4.1)
 - d. Guaranteed matching of cross sections in category 3 and 4 work (10.4.3.a)
 - e. Table 10.1 items 1.3 (continuous welds vs intermittent welds and use of fillers), 3.1 (removal of mill marks) and 4.3 (surfaces filled and sanded)
 - f. AESS work is limited to the AISC definition of structural steel only
8. **Unless noted otherwise in this quotation and in the absence of defined shapes/details/sizes**, all stair, stair rail and railing pricing is based upon using the most economical shapes/sizes/supports/construction methods to meet loading criteria defined in the contract documents. We will reasonably bid/rely upon defined shapes/sizes/details/construction methods contained in the contract documents unless such use will result in a system that is not structurally sound and/or economical. Flights will be shop assembled/ simple span, stringers will be plate or channel shapes, treads shall be light gage pan type treads (concrete fill/mesh by others), unitized landings shall be supported by structural elements designed by the EOR/others and landings supported by concrete shall use embeds-supplied only by Zimkor- (vs post drilled anchor systems) and all rails shall be simple vertical picket type. "Stair pan welds to stringers will be located top or bottom side as needed to facilitate shop assembly of stairs into flights." If any conflicts exist within the contract documents, we have elected the most economical option ONLY. All welded work will be neat/workmanlike and all fillet welds specifically un-ground. Field measurement of cores is excluded (see below). BIM/Modeling of stair/rail work is excluded (can be added to scope if requested at contract award). Abutting work is assumed to be structurally sound and fully designed by the EOR/others (we take no responsibility for work we connect to being structurally sound to accept/support our work); this includes continuous/sound backing for elements attaching to drywall and fully grouted cells for elements attaching to masonry. The use of lag bolted elements to wood substrates is not warranted by Zimkor and no structural calculations will be provided for same.
9. Zimkor will provide stamped engineered calculations (we exclude stamped shop drawings) to confirm load compliance ONLY as defined in the contract documents -or- in the absence of such, the latest applicable version of IBC chapters 1604 and 1607. Any necessary deviation required from the quoted or depicted sizes/shapes/supports/construction

methods is subject to a cost adjustment. Testing and/or engineering of handrail systems per ASTM E894, E935 and E985 are EXCLUDED. We EXCLUDE all design work to meet any/all applicable codes, laws and or ordinances associated with stairs/rails. Deflection of stair framing members will be limited to L/360 LL and L/240 DL+LL to comply with IBC 1604.3 and the latest edition of the NAAMM Stair Manual. Treads and platform pans only will further be limited to 1/4" maximum deflection to better accommodate potentially brittle walking surfaces such as tile or stone. No other deflection criteria will be considered in calculations. We specifically EXCLUDE stringer deflection limited to 1/4".

10. Unless noted otherwise in this proposal we exclude any STORY DRIFT or other seismic requirements (please inquire as to pricing/schedule impact if stair/rail systems are subject to such engineering requirements).
11. If applicable, Cable Rail system(s) have been quoted as DEPICTED on the contract documents ONLY and **do not** include structural calculations for same. Cable rails (in general) **cannot** be warranted due to the inability to guarantee the tensioning of cable strands after occupancy by the owner/tenant. Cable rail systems lack clear code definition regarding tension, spread, thermal effects, horizontal "ladder" effect, etc. and may be subject to compliance issues w/local code authorities. Design of cable rails requires serviceability considerations for exterior use. We EXCLUDE all design work to meet any/all applicable codes, laws and or ordinances associated with cable rails.
12. Unless noted otherwise in this quotation and/or specifically defined in the contract documents, ONLY material exposed to view or weather will be cleaned per SSPC-SP2 & prime painted with Zimkor's GRAY Universal Primer (materials not exposed to view or weather or members receiving fireproofing are bid as NO PAINT UNO) all per AISC Code of Standard Practice section 6.5. By definition this coat is to "protect the steel for only a short period of exposure in ordinary atmospheric conditions, and is considered a temporary and provisional coating." This coat is NOT intended to be a sole or final coating and will be applied per the manufacturer's product data only (1.5 to 3.0 mills DFT) and may NOT comply with project specifications.
13. If we note any items as sandblasted, we will clean per SSPC-SP6 & prime with our Universal Primer (UNO) which is suitable for most high performance top coats.
14. We exclude all Bituminous/asphaltic coatings on any steel items, specifically on the inside of the metal stair pans.
15. If we have quoted all or part your project as primed and/or galvanized we specifically EXCLUDE the holding of paint/galvanizing at ALL field welds (EXCEPT field full and partial penetration structural welds ONLY). That is, our pricing is based upon the ironworkers welding THROUGH the prime coat/galvanizing with no attempt to remove or hold such. UNO, the pricing INCLUDES the holding of paint/galvanizing at FULL and PARTIAL PENETRATION STRUCTURAL welds ONLY. Additionally, pricing reflects

- that paint/galvanizing will NOT be held at any non-structural work (such as stairs, rails, etc.) regardless of weld designations/requirements.
16. If we have quoted all or part of your structural project as primed we specifically EXCLUDE all paint on the top flange of ALL structural members
 17. If we have quoted all or part of your structural project as galvanized the top flange of all structural members will be galvanized (NOT held or removed from top flange)
 18. If your project includes steel joists and UNO, they are specifically quoted as the manufacturer's standard primer(s) ONLY; alternate coatings can be provided for additional costs but the manufacturer WILL NOT warrant any such coatings (neither will Zimkor). Our pricing EXCLUDES the removal of ANY coatings from the joists (or bridging or other accessories) where field welding is required.
 19. If your project includes metal deck such is specifically quoted as manufacturer's standard primer(s) or galvanized finish ONLY; alternate coatings can be provided for additional costs but the manufacturer WILL NOT warrant any such coatings on deck or accessories (neither will Zimkor).
 20. If we have quoted all or part of your project as painted and/or galvanized and IF we have specifically included field touch up it is specifically based upon the use of hand wire brush cleaning and simple oxide coatings available in spray cans or cold galvanize spray compound ONLY. Touch up work should be addressed by a professional painting subcontractor on site and under controlled atmospheric conditions (enclosed and heated typically). Field touch up we can provide is limited to areas of field welding ONLY (we will not quote the repair/touch up of abrasions, scratches, wear and tear or other damage as normally occurs during steel installation and job site use). In general, if your project has LEED or other environmental restrictions we cannot quote field touch up.
 21. If we have quoted all or part of your project as galvanized all such work must be vented per ASTM A123/384/385 and vendor requirements (we typically utilize AZZ Galvanizing in Commerce City, CO). All such venting which is EXPOSED to gravity driven water intrusion (top or sides only typically) shall be plugged with suitably sized aluminum plugs driven in reasonably flush and snug (we EXCLUDE plugging of vents not so exposed as well as welding/grinding close such vents).
 22. If we have quoted all or part of your project as powder coated please note there is NO equivalent touch up product/procedure for such work in the field. We will suggest mechanical attachments (if not designed as such) and package/handle your work carefully but we cannot be responsible for damage to such surfaces.
 23. If we have quoted any gate work for your project we exclude all design and use liability of same. That is; UNO we do not design gates and we do not warrant any work designed by others (including the specification/definition of any/all members, details and gate hardware) nor

do we warrant damage/abuse of any such gates which includes unrestrained or un-secured gate motions (such as wind forces upon or vehicle collisions with an unsecured gate leaf). We warrant materials and workmanship ONLY. We highly recommend the use of motion limiting devices and/or the use of cane bolts in open position(s) to prevent damage to the gates, adjacent structure(s), personnel, vehicles and/or the general public. If gate design(s)/detail(s) provided in the contract documents do not include all required member sizing, details and/or hardware we will size/select members, develop details and/or hardware to resist loads/function as required only for design team approval (we will not take into account any situation of unsecured or unrestrained leaves).

Insurance Qualifications:

1. **ALL multi-family housing projects** are specifically offered under the premise the owner and/or contractor will supply an Owner Controlled Insurance Policy (OCIP) for General Liability and Umbrella coverage and such coverage will extend throughout the statute of limitations in the state of Colorado. Stated differently, such bids are offered EXCLUDING GL and umbrella coverage for the project duration and beyond. Unless noted otherwise, there is no credit to be offered back to the owner/contractor for any such coverage.
2. Zimkor's current insurance coverage affords \$2M General Liability Aggregate, \$8M Umbrella, \$1M Auto and statutory workmen's comp. Additional limits and rider coverage available for a premium.
3. We exclude OCIP type insurance programs- Zimkor excludes participation in other's insurance programs. Our erector may choose to enroll upon review of the plan terms.
4. Zimkor specifically offers this proposal on the understanding and premise a suitable Builder's Risk policy will be paid for by others and in place prior to the time Zimkor enters fabrication for this scope and such policy will extend to the interests of Zimkor and any of it's subcontractors and suppliers throughout the construction phase of the project. Upon acceptance of this proposal and/or issuance of a subcontract for this scope, Zimkor shall be afforded a copy of the policy COI and applicable endorsements. The deductible for any such policy loss shall be paid by the policy holder unless such deductible is to be prorated among applicable parties. Zimkor may not accept any deductible which exceeds it's deductible cost for it's current GL policy. If no Builder's Risk policy is to be in place for this project please inquire with Zimkor as to any added costs required for proper construction coverage -OR- Zimkor may declare this proposal VOID and withdraw the proposal at any time.
5. We currently offer coverage for Professional Liability and Pollution in the amount of \$1M each; please note there is no additional insured endorsement on PL and our erector currently does NOT carry pollution coverage (inquire for added costs of such coverage).
6. If your project includes steel joists and/or metal deck there is NO Professional Liability coverage afforded from the manufacturer nor is any available (the

manufacturer affords Product Liability coverage ONLY for it's full scope of work). Engineering work (stamped calculations) by any joist and/or deck manufacturer will demonstrate the products comply with SJI and/or SDI standards ONLY; the selection/sizing of such products based upon design criteria is the responsibility of the Engineer of Record. The supplier will provide stamped calculations AFTER approval of their shop drawings.



QUOTATION

Quotes Are Valid for 30 Days

Customer : C32797
E Corp
1598 N Hill Field Rd b, Suite B
Layton, UT 84041

Quote ID / Revision: QU89874 / 1
Date Received : 3/6/2023 11:59:00 PM
Date Completed : 3/6/2023
Prepared By: Belinda Saechao

Ship To : National Renewable Energy Lab
19001 W. 119TH Avenue
Arvada, CO 80007

Contact: John Stalder
Phone: 801-771-0933 **Ext:**
Fax:
Email: john@e-corp4u.com
Specifier: HDR ARCHITECTS
DENVER, CO

Ph: Ext:
Project Name : NREL
Rep Contact : Rose Smart
Sales Rep **Phone** **Email**
Revel Design Group 720-394-2742 rose@reveldesigngroup.com

Line Nbr	Item ID / Name Description Cust Item ID	Req Qty	Unit Price	UOM	Fabrication Charges	Disc Amt Disc %	Extended Price
1	I36921 Custom/Temporary Item ID Spectre, Lumiform, .354 x 48 x 120, Matte/Matte	3.00	\$1,547.00	Sh	\$0.00	\$0.00 0.00%	\$4,641.00
2	I43687 Fab: Saw Cut, No Profile, No Sealing, No Finishing, No Seaming SAW CUT: (6) 45"W x 54"H TO BE FULLY FRAMED	1,188.00	\$0.00	in	\$165.00	\$0.00 0.00%	\$165.00
3	I69426 Custom Hardware Solution [1] Fully framed wall setup suitable for [6] 45"W x 52"H resin panels, .354" thick. Overall dimensions 270"W x 52"H. Powder coating service, white	1.00	\$7,225.00	EA	\$0.00	\$0.00 0.00%	\$7,225.00
4	I55980 Pkg, Oversize Medium Crate: 49.5" x 121.5" x 9.5" ID	1.00	\$609.00	EA	\$0.00	\$0.00 0.00%	\$609.00



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Ship To : National Renewable Energy Lab
19001 W. 119TH Avenue
Arvada, CO 80007

Contact: John Stalder
Phone: 801-771-0933 **Ext:**
Fax:
Email: john@e-corp4u.com
Specifier: HDR ARCHITECTS
DENVER, CO

Ph: Ext:

Project Name : NREL
Rep Contact : Rose Smart
Sales Rep **Phone** **Email**
Revel Design Group 720-394-2742 rose@reveldesigngroup.com

Line Nbr	Item ID / Name Description Cust Item ID	Req Qty	Unit Price	UOM	Fabrication Charges	Disc Amt Disc %	Extended Price
5	I22606 Freight and Handling Charge	1.00	\$825.00	EA	\$0.00	\$0.00 0.00%	\$825.00

Includes:

Delivery to an Elevated Dock, Industrial Parking Lot or Residential Street only.
For non-elevated dock deliveries the Consignee must have an individual present to assist in delivery.
Lift gate deliveries are not available for shipments over 103" long and must be delivered via an elevated unloading dock or customer provided forklift with long forks.
If re-consignment is required, additional fees will apply.

Inspection of each shipment with the delivery driver present and notation of any damages (if applicable) on the delivery receipt is required

Total (USD) \$13,465.00
Sales Tax (USD) \$0.00
Total Extended Price (USD) \$13,465.00

Remarks : Production lead time will be 20-25 business days upon receipt of payment and approved shop drawings
ODFL GNTD#864926961 Call for Appointment Estimated Transit time: 5-7 business days



QUOTATION

Quotes Are Valid for 30 Days

Customer : C32797
E Corp
1598 N Hill Field Rd b, Suite B
Layton, UT 84041

Quote ID / Revision: QU89874 / 1
Date Received : 3/6/2023 11:59:00 PM
Date Completed : 3/6/2023
Prepared By: Belinda Saechao

Ship To : National Renewable Energy Lab
19001 W. 119TH Avenue
Arvada, CO 80007

Contact: John Stalder
Phone: 801-771-0933 **Ext:**
Fax:
Email: john@e-corp4u.com
Specifier: HDR ARCHITECTS
DENVER, CO

Ph: **Ext:**
Project Name : NREL
Rep Contact : Rose Smart
Sales Rep **Phone** **Email**
Revel Design Group 720-394-2742 rose@reveldesigngroup.com

PLEASE REVIEW THE DETAILS OF THIS DOCUMENT TO ENSURE ALL PRODUCT MEASUREMENTS, ATTRIBUTES AND QUANTITIES ARE CORRECT.

PRODUCT: Lumicor products vary within ±10% in thickness, +0.50/-0.25 inches in length and width and the flatness tolerance extending across the panel is permitted to a maximum of ¼ inch for each 48 inches. Panel is to be measured when laying horizontally under its own weight on a flat continuous surface.

FABRICATION: Detailed part drawings in .DWG or .DXF format are required at the time of order placement. An updated estimate for time and materials may be adjusted on the Order Confirmation. Time and materials reflected are estimates, not actual which may be adjusted on the final invoice. Lumicor reserves the right to use excess material to complete an order. Under no circumstances will Lumicor remake excess material. Cutting tolerance: ±0.0625 inches. Forming tolerance: +0.25/-0.5 inches may be required.

LEAD TIME: Confirmation of lead time will accompany the Order Confirmation and be dependent upon raw material availability and production requirements. Lead times are subject to change. Lead time is 2 weeks for standard panel orders. Fabrication services will add 5 to 15 business days to the schedule. Shop drawing services may require 1 to 8 business days prior to issue of Order Confirmation.

EXPEDITE: Additional charges will apply for expedited production. If Lumicor is unable to meet the originally scheduled ship date, the expedite fee will be adjusted. 100% pre-payment is required to initiate expedited orders.

FREIGHT: All shipments are FOB Lumicor, Inc. in Renton, WA Prepaid and Billed to Customer, or Freight Collect. Freight charges are an estimate. Final freight charges will be determined at the time of shipping after final weight, dimensions and other services are confirmed.

PAYMENT: The following types of orders require full payment at time of order placement: Expedited Order, Order with 2-week lead time, Quick Ship Order, Remnants Order, Hardware-only Order, Lumilight-only Order, and any Order that totals less than \$2,500. For any other order greater than \$2,500, a 50% deposit is due at the time of order placement, with the balance due prior to shipping (unless terms have previously been established). Please ensure all payments are in US dollars.

IF PAYING BY E-CHECK (ACH), final balance payment should be made at least six (6) business days prior to Ship Date to avoid postponement of shipment due to pending payment settlement. Go to www.lumicor.com/payment to pay by e-check (ACH).

IF PAYING BY CREDIT CARD, a 2% surcharge applies to payment due if paying by Visa or Mastercard; 3% surcharge applies if paying by American Express. Go to www.lumicor.com/payment to pay by credit card.

WIRE TRANSFER PAYMENTS are accepted. Please contact our Accounting Team at accounting@lumicor.com for Lumicor's banking information and further instructions. If paying via wire transfer, a \$50 surcharge will be applied to the order.

TERMS & CONDITIONS: Full details of Lumicor Terms and Conditions can be found online at <http://www.lumicor.com/service> and are hereby included by reference.

PATENT: Lumicor is protected by national and international patents. All Lumicor products are copyrighted in their entirety.

BY SIGNING BELOW THE CLIENT CERTIFIES THAT THEY HAVE READ AND AGREED TO ALL THE ABOVE TERMS.

**Lumicor products are made to order; therefore we cannot accept cancellations or returns.
SALE OF THESE GOODS ARE SUBJECT TO LUMICOR'S CONDITIONS OF SALE**



QUOTATION

Quotes Are Valid for 30 Days

Customer : C32797
E Corp
1598 N Hill Field Rd b, Suite B
Layton, UT 84041

Quote ID / Revision: QU89874 / 1
Date Received : 3/6/2023 11:59:00 PM
Date Completed : 3/6/2023
Prepared By: Belinda Saechao

Ship To : National Renewable Energy Lab
19001 W. 119TH Avenue
Arvada, CO 80007

Contact: John Stalder
Phone: 801-771-0933 **Ext:**
Fax:
Email: john@e-corp4u.com
Specifier: HDR ARCHITECTS
DENVER, CO

Ph: Ext:

Project Name : NREL
Rep Contact : Rose Smart
Sales Rep **Phone** **Email**
Revel Design Group 720-394-2742 rose@reveldesigngroup.com

By completing the information below, I am requesting that this Quote be used as my Purchase Order.

PO # _____	Signature _____
Name _____	Date _____
Title _____	Resale Certificate # _____
I have verified:	
<input type="checkbox"/> Sheet Quantity	<input type="checkbox"/> Decor
<input type="checkbox"/> Gauge	<input type="checkbox"/> Sheet Size/Part Size
<input type="checkbox"/> Finishes	<input type="checkbox"/> Shipping Address



5952 N Broadway
Denver, CO 80216
Phone: (719) 888-1018

Date: 2/21/2023

Job Name: NREL- Flatiron Campus-CCF

Location: 19001 W. 119th Avenue

City: Arvada, CO

Weather Barrier Proposal

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING:

Plan Set: Issued for Construction 4/25/2022

Through Addendum #3

WEATHER BARRIER: Spec section 07 27 43 Vapor resistive air/weather barrier- Henrys Blueskin SA System

- Furnish and install sheet applied Henrys Blueskin SA system and Foil Faced flashings per EWA4.1, EWA4.2, EWA3.3, EWA2, EWA3.1 & EWA3.2 behind Metal panels and Stone veneers. Includes transition flashings at base of wall and parapet, Includes membrane counter flashing over metal drip edges and other metal flashings per detail pages A5.31-A545.

Total BID: \$47,791.00

Clarifications/Exclusions:

- Bid excludes all Metal Flashing, Joint Sealants, Third-Party inspections, and all items not listed above.
- Surface must be dry and clean from defects for install - Alcal is not responsible for keeping the building dry prior to or during install. Excludes any Waterproofing and Roofing system and detailing. Sheathing to maintain less than 1/8 gaps.
- Install is per manufacture recommendations and products only.
- ABAA requirements are excluded.
- Excludes any Membrane under horizontal panels or roof panels.
- Excludes any other waterproofing and roofing membranes. Excludes any demo work.
- Brick tie patching & sealant, shims, battens, Z furring, drainage are all excluded.
- Trades covering up air/weather barrier to inspect prior to concealing. Any trade damage to be reported to GC/Alcal.
- Gc/Others to provide scaffold/swing stage to exterior above 60' to access scope area. Alcal will supply high reach boom lift around podium portion to work up to 60' only
- Excludes any Hight temp membrane under metal coping.

Bid Qualification: Due to the volatility and availability of material pricing, bid is based on current market prices and good for 30 days from bid date.

Alcal Specialty Contracting Bid Proposal Indemnity Clause and Payment Terms

Indemnity Clause

The parties to this subcontract expressly agree that an indemnity clause contained with the Contractor's proposed subcontract is null and void. In lieu of that clause, the parties expressly agree that the following clause will be the operative clause in the *Alcal Contractor* subcontract and *Alcal* is expressly relying upon the Contractor's agreement to the use of the following indemnity clause as the operative indemnity agreement when furnishing labor services, and/or materials in performance of the *Alcal Contractor* subcontract.

Alcal Specialty Contracting agrees to indemnify, defend and hold harmless Contractor and Owner with respect to any claims, suits, or legal action arising out of personal injury, including death, and/or property damage to the extent that such claims, suits, or legal actions arise from or out of the sole negligence and/or willful misconduct of *Alcal* in its performance and/or materials in the performance of the work required by and set forth in terms of this subcontract. The parties agree that *Alcal's* total amount of liability to Contractor for any indemnity, defense, and/or hold harmless obligation shall be limited to, and not exceed, the amounts paid by the Contractor to *Alcal* for *Alcal's* performance of this subcontract.

OCIP-CCIP: "This bid estimate (proposal) was calculated with the assumption that a controlled insurance program was not contemplated for the relevant project or, if a controlled insurance program was contemplated, the documents supporting such program have been provided to ALCAL Specialty Contracting, Inc., with a reasonable time to review such documents prior to submitting this bid estimate. In the event the project changes to utilize a controlled insurance program or such documents are provided after the date of this bid estimate, ALCAL Specialty Contracting, Inc., reserves the right to make changes to this bid estimate accordingly or withdraw the bid estimate without penalty should ALCAL Specialty Contracting, Inc. find the terms of the controlled insurance program unacceptable."

Payment Terms

Payment of 100% of the contract work performed each month is to be paid by the 10th of the following month.

CUSTOMER SIGNATURE: _____

DATE: _____

CUSTOMER PRINTED NAME: _____

PREPARED BY: Mike Bianco
(702)382-8457

TITLE: Estimator/Project Manager
Mike.bianco@alcal.com

"Good People, Making Things Right"



1902 Aerotech Drive, Suite 120
Colorado Springs, CO. 80916
Phone: (719) 439-0442

Contractor/Owner: E Corp
Attention: John Stalder
Address: 1598 N Hill Field Rd b, Ste. B
City: Layton, UT 84041
Phone/ Email: john@e-corp4u.com

Date: 2/21/2023
Job Name: Flatirons Campus – Control Center Facility
Location: 19001 W. 119th Avenue
City: Arvada, CO 80007

Insulation Proposal

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING:

Plan Set: Dated 04/25/2022

Addenda Noted: 1, 2, 3

BUILDING INSULATION:

1. R11 (3-5/8”), R19 (6”), R25 (8”) unfaced fiberglass sound batt insulation to fill cavity at new interior walls to full height per wall types A-720.
2. Closed cell spray foam insulation at joint between parapet and roof deck. Unfaced fiberglass batt insulation to fill parapet walls from top of spray foam to wood blocking above.

BID: \$19,040.

Note:

- Bid is for interior walls and parapets only. Bid excludes insulation at exterior walls including within metal studs and exterior (semi rigid mineral wool and rigid board), thermal insulation, and all items not listed above.

Bid Qualification: Due to the volatility and availability of material pricing, bid is based on current market prices and good for 30 days from bid date.

Alcal Specialty Contracting Bid Proposal Indemnity Clause and Payment Terms

Indemnity Clause

The parties to this subcontract expressly agree that an indemnity clause contained with the Contractor's proposed subcontract is null and void. In lieu of that clause, the parties expressly agree that the following clause will be the operative clause in the *Alcal Contractor* subcontract and *Alcal* is expressly relying upon the Contractor's agreement to the use of the following indemnity clause as the operative indemnity agreement when furnishing labor services, and/or materials in performance of the *Alcal Contractor* subcontract.

Alcal Specialty Contracting agrees to indemnify, defend and hold harmless Contractor and Owner with respect to any claims, suits, or legal action arising out of personal injury, including death, and/or property damage to the extent that such claims, suits, or legal actions arise from or out of the sole negligence and/or willful misconduct of *Alcal* in its performance and/or materials in the performance of the work required by and set forth in terms of this subcontract. The parties agree that *Alcal's* total amount of liability to Contractor for any indemnity, defense, and/or hold harmless obligation shall be limited to, and not exceed, the amounts paid by the Contractor to *Alcal* for *Alcal's* performance of this subcontract.

OCIP-CCIP: "This bid estimate (proposal) was calculated with the assumption that a controlled insurance program was not contemplated for the relevant project or, if a controlled insurance program was contemplated, the documents supporting such program have been provided to ALCAL Specialty Contracting, Inc., with a reasonable time to review such documents prior to submitting this bid estimate. In the event the project changes to utilize a controlled insurance program or such documents are provided after the date of this bid estimate, ALCAL Specialty Contracting, Inc., reserves the right to make changes to this bid estimate accordingly or withdraw the bid estimate without penalty should ALCAL Specialty Contracting, Inc. find the terms of the controlled insurance program unacceptable."

Payment Terms

Payment of 100% of the contract work performed each month is to be paid by the 10th of the following month.

CUSTOMER SIGNATURE: _____

DATE: _____

CUSTOMER PRINTED NAME: _____

PREPARED BY: Shane Dettis
(916) 879-3695

TITLE: Estimator
shane.dettis@alcal.com

"Good People, Making Things Right"



Feb 27, 2023

** Waterproofing & Insulation behind Masonry Included.*

ATTN: Estimating

Reference: **NREL Flatirons Campus**

Headquarters
5901 E. 58th Ave.
Commerce City, CO 80022
303.288.2635

Greeley
110 14th Ave.
Greeley, CO 80631
970.352.2040

Colorado Springs
3131 N. Century St.
Colorado Springs, CO 80907
719.633.6222

The Douglass Colony Group is pleased to quote the above referenced project as follows:

SECTION 07 53 25 FULLY ADHERED EPDM ROOFING

To include:

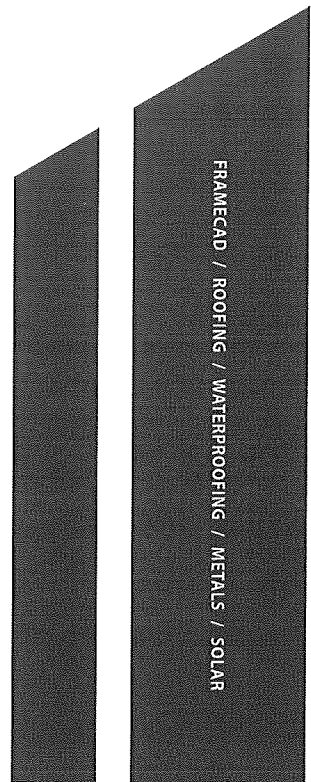
1. 5/8" dens deck over metal deck area
2. Self-adhered vapor barrier over metal decks
3. Two layers of 2.6" poly iso R(30)
4. Taper as shown on plans
5. 1/2" dens deck over insulation mechanically attached
6. Foam rod at expansion joint detail, blocking, mineral wool insulation is excluded.
7. On deck areas there is no cover board and insulation is loose laid
8. On flat roof areas fully adhered White EPDM roofing membrane
9. On deck areas 60 mil black EPDM
10. On deck areas 2'x2'x2" Wausau concrete pavers on pedestals.
11. Includes Buy American, all hauling, lifting, contractors 2 yr warranty on our warranty form and manufactures 20 yr warranty with 120 MPH inclusion, 5 yr maintenance warranty excluded.
12. Penetration count is 10 drains, 4 pipes, 4 small wraps, 8 large wraps. Additional penetrations are \$125.00 each which will be added by a change order.

PRICE: \$ 165,700.00

SECTION 07 46 18 DRY JOINT METAL WALL PANELS

To Include:

1. Furnish and install approximately:
 - a. 10,603 sqft of MCM panels
2. Panel system to be DCG 6300 route & return GASKETED dry joint rain screen system made with Reynobond, Alpolic or Alucobond standard painted non-custom color panel material, 4mm FR core, 1-5/8" system thickness with 1/2" nominal joint widths
 - a. All panels must fit within 5ft x 16ft material size limitations
 - b. EXCLUDES STUCCO EMBOSSEING
3. System drip flashings and panel perimeter sealants
 - a. Composite panels to wrap up and over parapet and form coping where applies



CONTINUED ON NEXT PAGE...

4. System shop drawings (CAD files required from customer)
5. 20-30 year finish warranty (depending on selected finish), 2 year workmanship warranty
6. Includes Sheetmetal wage rate \$36.45 + \$20.15

PRICE: \$ 772,075.00 + \$30,000.00 custom color option

ADD \$4,500 for engineering

Excludes: Framing, sheathing, sub-girts, flat strapping, blocking, insulation, air/moisture barriers and/or underlayments, sealing of air/vapor/moisture barriers or underlayment penetrations, primary seals or flashings for other trades (i.e. masonry, windows, doors, EIFS, through wall, etc.), sheet metal coping, interior work, non-sequential work, custom colors, shimming of walls out of tolerance, caulking at lower edges of copings

**SECTION 07 62 00 SHEET METAL FLASHING/TRIM
SECTION 07 42 16 PREFORMED METAL PANELS**

To Include:

1. Furnish and install:
 - a. MBCI 22ga prefinished concealed fastener corrugated wall and mech screen panel system w/ 24ga matching trim
 - i. Excludes additional framing at mech screen area
 - b. 24ga prefinished coping, flashing, counterflashing & trim associated w/ metal & roof systems
 - i. 22ga galv cleats as needed
 - c. 24ga prefinished gutter at upper lvl 2 roof area
2. Standard manufactures colors and textures
3. Includes Sheetmetal wage rate \$36.45 + \$20.15

PRICE: \$ 60,300.00 + \$ 7,000.00 for RAS3 Alternate

Roof Panels

Excludes: Taxes, any work associated with lightning protection, Blocking, mineral wool insulation, vertical insulation and sheathing, air/moisture barriers and/or underlayments, sealing of air/vapor/moisture barriers or underlayment penetrations, primary seals or flashings for other trades (i.e. masonry, windows, doors, EIFS, through wall, etc.), interior work, non-sequential work, custom colors, shimming of walls out of tolerance

CONTINUED ON NEXT PAGE...

SECTION 07 21 00 THERMAL INSULATION – (behind panels only)

To Include:

1. Furnish and install approximately:
 - a. 10,305 sqft of Rigid Insulation w/ thermally isolated girt system at FULL BUILDING EXTERIOR
2. Insulation system to be:
 - a. 4" Thermafiber Rainbarrier 45 mineral wool insulation
 - b. 4" Greengirt or equal thermally isolated girt system
3. Manufactures standard details
4. 2 year workmanship warranty
5. Includes Sheetmetal wage rate \$36.45 + \$20.15

PRICE: \$ 198,000.00 (add \$10k for Exo-tec, Deduct \$13k for DCG wireclip)

Excludes: Taping or sealing of insulation joints, sealing of air/vapor/moisture barriers or underlayment penetrations, non-sequential work, any insulation other than behind composite metal panels

SECTION 07 27 43 VAPOR RESITIVE AIR BARRIER

To Include:

6. Furnish and install approximately:
 - a. 12,017 sqft of SHEET APPLIED barrier at FULL BUILDING EXTERIOR
7. Sheet applied system to be:
 - a. Carlisle CCW-705 FR
8. Manufactures standard details w/ liquid flashing details
 - a. Brush cleaning of surfaces
 - b. Treatment of adjacent rough openings
9. 10 year manufacturer's warranty, 2 year workmanship warranty
10. Waterproofer wage rate

PRICE: \$ 64,000.00

Excludes: Non-standard surface preparation, surface primers, skyward surfaces other than rough openings, insulation, void filler, filling concrete pin/bug holes, control joints, expansion joints, flashing strip-in, window strip-in, covering of conduits etc., weather protection, interior work

All Prices Exclude: *Liquidated and/or consequential damages, permit fees, street/lane/sidewalk/alley closures or permits, bonds, contractor system*

warranties longer than 2 years, non-Douglass Colony Group workmanship warranty forms, extra mobilizations, non-sequential work, overtime or special working hours, winter working conditions, snow/ice removal, surface or area heating, weather protection, interior work, shimming walls that are out of tolerance, saw cutting, demolition, mock-ups, onsite testing, final cleaning, as-built drawings, price escalation coverage.

CONTINUED ON NEXT PAGE...

CLARIFICATIONS – Material Availability & Pricing Escalation

Due to extreme volatility industry-wide in the pricing and availability of materials, please be aware and notify the appropriate parties of the following information: **The provided price is today's price**, unless stated elsewhere in this proposal. Pricing and availability cannot be guaranteed past the date of proposal due to market price volatility and material availability.

Material lead times are extended and not guaranteed at this time. Douglass Colony will agree to a material order timeline, but we cannot be responsible for any delays resulting from material unavailability. If material becomes available and the job is not ready for delivery of the material, Douglass Colony will store the material for \$1,500 per month per truckload of roofing material.

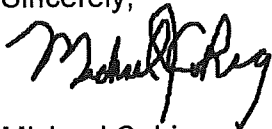
In the event that any specified material becomes unavailable either temporarily or permanently after this proposal is sent or the contract is executed, Douglass Colony will be allowed to propose an available substitute. Any increase in the cost between the originally specified material and the substitute shall be added to our proposal.

Material lead times are extended and unknown at this time. Douglass Colony will agree to a material order deadline, but lead times are unknown and out of Douglass Colony's control.

Pricing is broken out for accounting purposes, but cannot be used separately without written confirmation from DCG. Pricing is based on IFC plans dated 04/25/22. NO addenda are acknowledged. Pricing is subject to change as plans and details are revised or updated. **Standard Bond rate is a 1% add.** Contract and insurance terms are subject to review and approval by our risk manager. DCG will work in accordance with a mutually agreed upon construction schedule. Full CAD files are required from customer in order to produce shop drawings.

Thank you for the opportunity to furnish you this proposal. Please contact my office if I can be of further assistance.

Sincerely,



Michael Cohig
Senior Estimator
Mcohig@douglasscolony.com
303-288-2635

FRAMECAD / ROOFING / WATERPROOFING / METALS / SOLAR

waterproofing / mineral wool behind masonry - NO

BID PROPOSAL

BLACK ROOFING & WATERPROOFING

6115 Ben Place, Boulder, CO 80301

Phone: (303) 449-5176 • Fax: (303) 449-8473



Project: NREL CCF 19001 W. 119 th Avenue, Arvada, CO 80007	Bid Date: 03/01/2023 Rev 1 02/16/2023
Submitted to: E-Corp	Time: 4:00 PM
Attention: John Stalder	FOB: Job site
Phone No.: 801-771-0933 ext 111	Taxes: Excluded
Email: lawson.smith@redcs.com	Bonds: Excluded
Submitted by: Tzveta Ivanova tivanova@blackroofing.com For Paul Poletti ppoletti@blackroofing.com Sec. 071114, 072100 & 077616 please call 561-322-8074 And Jon Harrington jharrington@blackroofing.com Sec. 074216, 074618, 075325 & 076200 please call 720-934-7213	Bonding Rate: 1.5 %
Specification Sections: 071114, 072100, 077616, 074216, 074618, 075325, 076200	Prevailing Wages: Included
Based on Bid Package: IFC Dated 04/25/2022	CCIP/OCIP: Excluded
Addenda Acknowledged: 1, 2, 3	Textura Fees: Excluded

Black Roofing, Inc. d/b/a Black Roofing & Waterproofing ("Black Roofing") agrees to perform the following labor and services and/or supply the following materials as described below, including any required permits and approvals, in cooperation with Owner and any other trades retained by Owner:

DAMPPROOFING, INSULATION & ROOF DECKING PAVERS

SECTION 07 11 14 BITUMINOUS DAMPPROOFING:

Per specifications provided, shown on the wall section drawings.

Location:

- At the exterior face of the perimeter below grade foundation walls from the top of the walls down to the bottom of the walls.

Inclusions:

- 2 trowel applied coats of Master Builders MasterSeal 614 or 1 trowel applied coats of Master Builders MasterSeal 614 or 2-spray applied coats of Master Builders MasterSeal 615 emulsified-asphalt dampproofing.
- Dupont Protection Board III ¼" (PBIII) fanfold protection course over the dampproofing.
- Includes 1 mobilization. Additional mobilizations charged for at \$250.00 each.
- 1-year labor and material warranty provided.

Exclusions:

- Finished grade lines to be provided by the General Contractor.
- Concrete correction including patching of form tie holes and rock pockets.
- Pipe penetration to be installed prior to application. Penetrations to be separated by at least 2 inches, pipe clusters are not acceptable.
- Should soil cave-ins occur prior to arrival, all dirt removal to expose the foundation is by others.
- Any weather barrier components, self-adhered through walls flashings, metal flashings, joint sealants.
- Water stops between concrete pours.
- Under slab vapor barrier.

Per Spec- (Applied by Trowell in 2 coats) (MasterSeal 614)- 1/8" thick w/ PBIII **Amount: \$10,384.00**

OR

V/E- (Applied by Trowell 1 coat) (MasterSeal 614)- 1/8" thick w/ PBIII **Amount: \$ 8,163.00**

OR

V/E- (Applied by 2 spray coats) (MasterSeal 615)- 1/16" thick w/ PBIII **Amount: \$ 4,799.00**

SECTION 072100 THERMAL INSULATION:

Per specifications provided, shown on the wall section drawings, below grade foundation wall insulation only.

BID PROPOSAL
BLACK ROOFING & WATERPROOFING
 6115 Ben Place, Boulder, CO 80301
 Phone: (303) 449-5176 • Fax: (303) 449-8473



Location:

- At the exterior face of the perimeter below grade foundation walls from top of the walls down to 24 inches below finished floor elevation.

Inclusions:

- 2" T Clear Cement Faced insulation from top of wall down 24".
- 2" XPS (25 PSI) (R10) Type IV ASTM C 578 Rigid Insulation below the cement faced insulation.
- Tremco, Tremdrain 1000 drainage composite from grade line down to the bottom of the walls over the insulation.
- Includes 1 mobilization. Additional mobilizations are charged for at \$250.00 each.
- 1-year labor and material warranty provided.

Exclusions:

- Finished grade lines to be provided by the General Contractor.
- Specifications call for an insulated drainage panel. This product is not readily available and not included in our pricing. We have bid a drainage composite over the insulation for the drainage as shown on the drawings.
- Fiber expansion or sealants, weather barrier components, metal flashings.
- Should soil cave-ins occur prior to arrival, all dirt removal to expose the foundation is by others.

Foundation Wall Insulation- 24 Inches Deep w/ T Clear Cement Faced insulation and Standard XPS insulation down to 24" below finished floor elevation, covered with drainage composite **Amount:**
\$15,607.00

SECTION 07 76 16- ROOF DECKING PAVERS:

Per specifications provided, shown on drawings at level 2 balcony decks.

Locations:

- Level 2 Balcony Decks.

Inclusions:

- Pavers- Wausau 24"x24" Pavers and Pedestals (See included product sheet for standard paver types/colors provided and priced that are available to choose from).
- Protection pad under pedestals.
- 1-year labor and material warranty provided.

Exclusions:

- Any roofing/insulation/metal flashing components.
- Hoisting of pavers by others/crane.
- Specifications call for a full paver sample in each color for the submittals. We have priced their standard paver and standard readily available colors that can be chosen from in the above pricing. Wausau has hundreds of possible pavers/tiles to choose from and could not provide a sample of each color without a cost associated.
- Due to the long lead time to purchase this material (scheduled for install in mid to late 2024) and market volatility, material pricing can only be held for 6 months from the date of this proposal. At that time the material in this section can be purchased and stored should escalation occur as these products do not have a shelf life. We will also need to bill for stored material at the time it arrives at our warehouse. If not, any escalation cost will be passed on to the owner. Current material pricing will be provided if awarded a contract.

Wausau 24"x24"x2" Pavers and Pedestals Level 2 Balconies (2 each) **Amount: \$ 18,566.00**

If hoisting of pavers to 2nd level is required, please add: **Amount: \$ 1,200.00**

Exclusions Related to Specification Sections: 07114, 072100, 077616

BID PROPOSAL
BLACK ROOFING & WATERPROOFING
6115 Ben Place, Boulder, CO 80301
Phone: (303) 449-5176 • Fax: (303) 449-8473



- Proposal is valid for 100 days.
- Black Roofing & Waterproofing is to have full and sole access to a dry, clean, smooth, and firm substrate that is free of dust, mud, loose mortar, wires, fins, ties, metal projections or any other substances which might prevent proper bonding. Black Roofing & Waterproofing has included minor time for prep work for our scopes listed above. Prep work resulting from lack of cleanliness by others, poor workmanship, weather, trash or debris, equipment and materials will be subject to Black Roofing & Waterproofing time and material rates.
- Labor rate for any additional work outside of contract will be charged for at \$85.00/MH plus mark-up allowed per contract and materials will be charged for at cost plus mark-up allowed per contract. This labor rate includes the following and is to be incorporated into the subcontract agreement: base rate, FICA, FUTA, SUTA, employee tax, workers comp insurance, liability & umbrella insurance, company 401k match, group term life & disability insurance, medical & dental, vacation & holiday pay, training, certificates, and safety.
- Any required temporary heating and tenting to meet manufacture guidelines is excluded and by others.
- Certified wage rates acknowledged.
- After hour, weekend, and holiday work will be charged for as an extra.
- OSHA 30 hour certified.

METAL WALL PANEL SYSTEM, EPDM ROOFING & SHEET METAL FLASHING & TRIM

Pricing note: *The current supply situation is very volatile. It is hard to name a product that is not being significantly impacted by rapidly rising prices, coupled with shortages and allocations that are creating backlogs and capacity constraints in the production facilities that serve our businesses including availability of transportation. Per our suppliers, material is priced when shipped.*

Roofing membrane and insulation is expected to increase at the start of Q2 (April 1, 2023) by 5% NTE.

The work described herein should be performed at the price quoted, provided that in the event the price to Black Roofing & Waterproofing for any materials to be used in the contractor's work shall increase by percent or greater from the price relied upon by Black Roofing & Waterproofing in preparing and submitting this proposal/contract, then the owner/general contractor agrees that the proposal/contract price shall be increased to this same extent upon contractor's submitting documentation thereof.

072100: Thermal Insulation

4" Owens Corning Rockwool Mineral Wool – Approx. 9,200 SF

- Supply and install 2' X4' X4" mineral wool in between girts behind Dri-Design panels at wall and soffit only.
- Pricing based on using green girt system with spline to hold in mineral wool on the open end of the 'Z'.
- Work completed using an aerial boom lift.
- Not to be exposed for an extended period of time.
- To be installed 1-2 weeks prior to Dri-Design panel install.
- 2 Year Workmanship Warranty.

Mineral Wool Total Price: \$96,706.00

074216: Preformed Metal Panels

Centria BR5-36 Exposed Fastener Corrugated Wall Panel – Approx. 1,060 SF

- Supply and install Stucco Embossed Centria BR5-36 wall panel to vertically oriented steel studs at screen wall.
- Supply and install Centria panel to Exo-Tec and wall furring attachment system at level 1.
- Color to be selected from manufacturer's standard color selection.
- 2 Year Workmanship Warranty.
- 20 Year Manufacturer's Finish Warranty.

Centria BR5-36 Exposed Fastener Corrugated Wall Panel Total Price: \$58,726.00

074618: Dry Joint Metal Wall Panel System

Exo-Tec Stand-Off MPV Brackets

BID PROPOSAL
BLACK ROOFING & WATERPROOFING
6115 Ben Place, Boulder, CO 80301
Phone: (303) 449-5176 • Fax: (303) 449-8473



- Supply and install Stainless Steel MPV brackets for wall panel attachment.
- Fasten (2) screws per bracket to metal studs, by others.
 - Mineral wool, vapor resistive barrier, and exterior gypsum sheathing by others.
- Spacing of 1'4" OC horizontally and 4'0" OC vertically for a horizontal layout to support vertical panels.
 - This spacing is average and dependent on the panel layout. If panel does not lay according to this spacing, the frequency of spacing will increase based on the size of the panel.
 - Spacing determined from Exo-Tec's engineering and testing.
- Mineral wool to be installed after brackets are installed.
- 2 Year Workmanship Warranty.

Exo-Tec Standoff MPV Brackets Total Price: \$112,624.00

MPV Bracket Alternate 1:

Continuous SmartCi Green Girt 'Z' Furring Horizontal – Approx. 3,200 LF

- Supply and install continuous Green Girt horizontally.
 - Fastened at every stud, 16" OC.
 - Spaced at 24" OC vertically to allow mineral wool install and to effectively secure Dri-Design panels to.
- This option is for direct panel attachment and no space between girts and panels.
- Work completed from an aerial boom lift.
- No hat channel needed.
- 2 Year Workmanship Warranty.

MPV Bracket Alt. 1 Total Price: \$91,943.00

MPV Bracket Alternate 2:

Continuous SmartCi Green Girt 'Z' Furring Vertical – Approx. 6,900 LF

- Supply and install continuous Green Girt vertically.
 - Installed at every stud, spaced horizontally at 16" OC.
 - Fastened at 24" OC vertically to effectively secure Dri-Design panels to.
- This option is for direct panel attachment and no space between girts and panels.
- Work completed from an aerial boom lift.
- 16GA horizontal hat channel needed for panel attachment.
- Allows for 1" of space between green girt and Dri-Design panels.
- 2 Year Workmanship Warranty.

MPV Bracket Alt. 2 Total Price: \$138,866.00

16GA Galvanized Hat Channel – Approx. 3,200 LF

- Supply and install 16GA Galvanized Hat Channel.
- Attached to MPV Brackets to complete the wall panel attachment system.
- Based on Exo-Tec's engineering and testing, an 18GA hat channel is sufficient for the system. Dri-Design requires 16GA for their panels.
- Fasten (2) screws per bracket using Tek 3 fasteners.
- 2 Year Workmanship Warranty.

16GA Galvanized Hat Channel Total Price: \$52,780.00

Optional Add:

Colorado Licensed Engineering ROM: \$13,850.00

- This is a rough estimate based on previous projects. Actual cost dependent on invoice given at the end of the engineering due to possible unknowns.

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6115 Ben Place, Boulder, CO 80301
Phone: (303) 449-5176 • Fax: (303) 449-8473



- If Engineer Stamped Shop Drawings are required, shop drawings provided by BRW must be approved by the architect to prevent multiple revisions with the Engineer.

0.080" Dri-Design Post Anodized Aluminum Dry Joint Wall and Soffit Panels – Approx. 9,200 SF

- Supply and install Dri-Design Dry Joint Wall and Soffit Panel System.
 - Includes Copper Anodized Embossed (EWA2.1) and Kynar Finish Solid 2-Coat (EWA2.2).
- Panel layout to be field measured and scanned.
- Panels can only be placed on order after all areas are ready for panel layout and layout is complete for an accurate and effective order.
 - Current lead time for Copper Anodized panels is 10 weeks. This is subject to change.
- Supply and install Exposed Extrusions and Closures.
- Pricing based on (2) material releases for freight.
- Panels to be attached to 16GA Hat channel using Tek 3 fasteners with Neoprene Washers.
- Vertical wind clips to be installed 24" OC.
 - This is per Dri-Design's requirements for the wind rating of the building.
- Aerial Boom Lift included for panel installation beyond level 1.
- Pricing based on panel and finish selection of Copper Anodized.
- 10 Year manufacturer finish warranty.
 - Finish warranty starts from ship date, not DOSC of project.
 - Could be limited to a 5-Year warranty for color fade and chalk.
- 2 Year manufacturer's warranty.
- 2 Year Workmanship Warranty.

0.080" Dri-Design Post Anodized Aluminum Dry Joint Wall and Soffit Panels Total Price: \$1,103,877.00

Mock-up – 24 SF: \$3,280.00

- Pricing based on material being shipped with total panel package.

Dri-Design Alt. 1: 2-Coat Mica Finish in lieu of Copper Anodized: \$1,034,217.00

- Offers a 20 Year Manufacturer Finish Warranty instead of just a 10 Year.

076200: Sheet Metal Flashing and Trim

0.050" Aluminum Coping Cap – Approx. 340 LF

- Supply and install approximately 280LF of Dri-Design's Integrated Coping Cap to match the Dry Seal panels.
- Supply and install approximately 60LF of shop fabricated Copper Anodized coping cap above areas outside of panel scope.
- To match coping cap profiles as shown in 7/A-511 and 5/A-531.

0.050" Aluminum Coping Cap Total Price: \$51,326.00

0.050" Aluminum Coping Cap Alt. 1: \$30,913.00

- Fabricate all coping cap out of 0.050" Copper Anodized Aluminum.
- Supply and install front-facing cleat that will be fastened at both the top and face of dimensional lumber, by others.
- Hook shop fabricated coping cap onto front-facing cleat and fasten at the back of parapet.
- This will not match the profile as shown in 7/A-511 and 5/A-531.

075325: Fully Adhered EPDM Roofing

60 MIL Non-Reinforced White EPDM Roofing System – Approx. 4,700 SF

- This is a Versico roofing system.
 - Versico is a division of Carlisle Construction Materials, a wholly owned subsidiary of Carlisle Companies.
- Pricing includes roofing at level 2 Paver Deck and main roof.

BID PROPOSAL
BLACK ROOFING & WATERPROOFING
6115 Ben Place, Boulder, CO 80301
Phone: (303) 449-5176 • Fax: (303) 449-8473



- Supply and install 5/8" Densdeck Primed, mechanically attached over metal deck, by others.
- Supply and install 30 MIL Vapor Retarded, adhered to substrate.
- Supply and install (2) layers of 2.6" Polyiso, adhered at each layer.
 - This brings the total base R-Value to R-30.
- Supply and install fully tapered polyiso over base layers, adhered at each layer.
 - Taper to be installed at a slope of 1/4" per foot in the field with crickets and drain sumps at 1/2" per foot.
- Supply and install 5/8" Densdeck Primed Coverboard over taper, adhered.
- Supply and install fully adhered 60 MIL EPDM over Densdeck Primed.
- Supply and install 180 LF of 30"X30" Walkway pads, adhered to membrane.
- 20 Year Manufacturer's full system warranty covering peak wind gusts up to 120 MPH.
- 2 Year Workmanship Warranty.

60 MIL Non-Reinforced White EPDM Roofing System Total Price: \$177,794.00

Exclusions Related to Specification Sections: 072100, 074216, 074618, 075325, 076200

Permits and permit fees, Curtain Wall Systems – Including but not limited to Insulated Back-Up Panels, All Air/Weather Barrier at walls, Mineral Wool Exterior insulation, pre-finished furring, 14ga furring, engineering and engineering calcs, wood Battens, sealant to dissimilar materials (including windows), window/storefront flashings, any tear off, all carpentry & wood blocking, sheathing, all vertical & parapet sheathing/insulation, dimensional lumber at parapets, gyp board, shims, saw cutting, cutting of roof deck, non-roofing related sheet metal of any type (including but not limited to thru-wall, brick ledge, stucco related, sill, and interior flashing), sheet metal shrouds, rain hoods & any condenser line and electrical boxes, custom colored sheet metal (Unless otherwise noted above), multiple colors of sheet metal unless otherwise noted above, heavier gauge metal other than mentioned above, any other sheet metal not specifically mentioned above, mock-ups, all identification, detection, encapsulation or abatement of asbestos containing roofing materials; decking, louvers, skylights, electrical, mechanical and plumbing work; co signing of manufacturers warranty; moisture/snow removal, damage to roofing system by other trades, protection of roofing system after demobilization, overtime or weekend work, davis-bacon wages, bond(s); roof hatches/roof accessories; mechanical or hvac work, including ductwork, and interior metal work ; engineering calculations, other than those provided by system manufacturer, if any; snow guards, snow fence, etc.; splashblocks or boot connection from bottom of downspouts to storm drains; roof expansion joints (EJ) or EJ covers; hat channels/fastening strips; oil canning; Ansi-Spri ES-1 metal; composite/insulated panels, all awnings & canopies, notching shaving or otherwise accommodating for conduit, wiring and/or piping on roof deck.

Delivery / Force Majeure

All shipping and delivery dates are approximate. Black Roofing & Waterproofing shall not be responsible for any prohibition, failure, interruption or explosion, labor dispute, strike, work stoppage, riot, insurrection, war, act of, or priorities granted by request of or for the benefit, directly or indirectly of any governmental body, authority or agency, shortage of raw materials or supplies, act of God, insufficient capacity, or other cause beyond BRW's control.

Thank you for the opportunity to provide you with an estimate. We look forward to working with you.



201 35th St. SW
Loveland, CO 80537
970.685.8101

Estimate

Submitted on 03/03/2023

Estimate # 374

E-Corp
PO Box 792
Sandy, UT
Project- NREL - Flatirons Campus - CCF

Expiration date- 04/03/2023

Description

Total price

Please see sheet 2 for breakdown of scope of work.

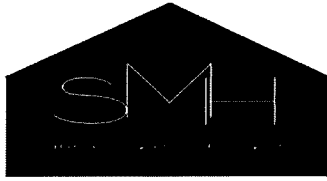
\$612,529.63

Notes: Dumpster to be provided by General Contractor. Work to be done during normal business hours. SMH Enterprises will not be vaccinated for COVID 19. If testing is required there will be an additional cost , additional cost will be added if masking is required.

Subtotal

\$612,529.63

\$612,529.63



	Quantity	Cost	Total	
Labor- Interior - Non structural steel stud framing	866	\$68.00	\$58,888.00	} Drywall
Materials- steel studs, fasteners, misc	1	\$28,760.00	\$28,760.00	
Labor- wall blocking	106	\$68.00	\$7,208.00	
Materials- fire treated blocking not to exceed 2x6 in width .	1	\$2,845.00	\$2,845.00	
Labor- hang and finish Drywall	963	\$68.00	\$65,484.00	} Paint
Materials- drywall, mud, fasteners, includes shaft wall	1	\$56,820.00	\$56,820.00	
Labor- Interior paint	730	\$68.00	\$49,640.00	} Doors install Doors supply
Materials - paint , masking, supplies	1	\$9,460.00	\$9,460.00	
Labor- install hollow metal doors and Jambs	320	\$68.00	\$21,760.00	} Acoustical GC provided mat.
Materials- 15 wood doors, 5 hollow metal doors, 5 hollow metal Jambs, 17 Aluminum Jambs, and hardware as per specifications . Excludes termination to electrical/ fire alarm, glass doors and store fronts, auto operator, card readers, cores for specially keying.	1	\$83,760.00	\$83,760.00	
Labor- Install grid and tile ceiling	448	\$68.00	\$30,464.00	} Sealer Scaler
Materials- grid, tile , misc	1	\$46,890.00	\$46,890.00	
Labor- Install GC provided acoustical wall panels	111	\$68.00	\$7,548.00	
Labor- install GC provided ceiling baffles	126	\$68.00	\$8,568.00	
Labor- install GC provided interior metal ceiling	167	\$68.00	\$11,356.00	} Bath Accessory's install
Labor - install GC provided wood panel	48	\$68.00	\$3,264.00	
Labor- install Concrete floor sealer	36	\$68.00	\$2,448.00	} Bath Accessory's install
Materials- sealer as per specification	1	\$365.00	\$365.00	
Labor - Install ADA rails and bath accessories	36	\$68.00	\$2,448.00	} Bath Accessory's install
Materials- ADA grab bars and bath accessory's	1	\$4,230.00	\$4,230.00	
Lift rental	1	\$9,800.00	\$9,800.00	
Labor- Install GC provided casework	120	\$68.00	\$8,160.00	
Materials- fasteners, shims, misc	1	\$250.00	\$250.00	
Note- SMH Enterprises will not be vaccinated for Covid 19. If masks are required there will be a change in price.				
Subtotal			\$520,416.00	
Overhead		7%	\$36,429.12	
Profit		10%	\$55,684.51	
Total			\$612,529.63	

METRO DOOR SPECIALISTS, LLC

PO BOX 470188 ~ AURORA, CO. 80047
(303) 524-2959
CFranz@MetroDoorSpecialists.com

PROPOSAL

Date: 2/28/23

Attention: Estimating Department

Project: **NREL Flatirons Campus Control Facility**

SBE Participation: 100%

Addenda Acknowledged: 1-3

Prevailing Wage: None

We hereby propose to provide **labor to install all aluminum door frames, hollow metal doors, wood doors and hardware for same.**

Openings: 20

The following price **excludes**:

Field cutting of frame materials, demo, machining, fitting, undercutting, light kits, glazing, electronic or pneumatic controls and connections, work on storefront, overhead doors, gates, coiling doors, patch and repair, welding, grouting, damage to materials during storage, labeling of any kind, signage, windows, removal or installation of existing doors or hardware, receiving of materials and stockpiling to designated areas or floors for install, handing of locks, installation of cores/cylinders delivered after lock install, protection, louvers, layout, overtime, night work, wood casing and hollow metal frames.

Subcontract must include this proposal as an exhibit or be inclusive of all pertinent information.

The above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of: **\$8,000.00**

Alteration or deviation from above specification involving extra costs will be executed only upon requests and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and General Liability Insurance on above work to be taken out by Metro Door Specialists.

Respectfully Submitted: Metro Door Specialists, LLC

By: Colin Franz
Colin Franz, Officer



500 W. Tennessee Ave. – Denver, CO 80223
Phone 303.293.9377 Fax 303.293.2077
dlenhart@horizonglass.net

Don -

Proposal

Date: 3/6/2023

Proposal No:1823r

To: E Corp
Address: 1598 N Hill Field Rd b, Suite B
City/State: Layton, UT 84041
Attention: John Stalder
Telephone #: 801-771-0933 ext. 111
Fax #:
e-mail: john@e-corp4u.com

Job Name: NREL – Flatirons CCCF
Address: 19001 W. 119th Ave
City/State: Arvada, CO 80007
Architect: HDR
Plan Date: 4/25/2022
Addenda: 1,3
Specifications: 4/25/2022

Horizon Glass proposes to furnish and install the following:

Section 084113 Aluminum Framed Storefronts and Entrances Glazing

1. Interior aluminum frames as show on A-401, A-402, A-551
 - a. Doors 103, 202A, 203A, 204A, B, 205 *D 205 No longer*
2. Door 204D - 3'-0" x 8'-0" clear opening QuietSwing STC 51, 2-1/2" thick single leaf door assembly. (Section 083473)
3. 2 each Navy Island doors with manufactures door hardware. Doors 113A, 211B
 - a. White oak vintage
 - b. Set into 60 minutes TGP framing.

Section 084413 Glazed Aluminum Curtain Walls

*includes section 074215
insulated metal Backup Panel
Per Don 745 AM 2-7-23
js*

1. System: EFCO Series 5600, 2-1/2" x 7-1/4", captured and 2-sided SSG, outside glazed
 - a. Finish: Ultra-Escent II 70% 2-coat Mica custom color
 - b. SSG vertical mullions included with 90° SSG corner, Captured 90° corner mullion.
 - c. Brake metal sill pans included, .063 thick and .125 thick stool trim included for details 1, 3, and 9/A-511 and 3/A-543.
 - d. Please note, the typical head details for the curtain wall frames do not indicate a structural member for curtain wall frame anchorage. The details seem to reflect only steel stud box beams. Generally, this is not adequate for curtain wall vertical mullion anchorage. This proposal qualifies that adequate structure must be provided for the head condition to anchor the frames, or this proposal shall be considered null.
 - e. At the parapet frames, the head condition will be anchored back to the structure as reflected in detail 7/A5-11. These two frames will also require an intermediate anchor to the steel I-Beam approximately 6" below the roof line.
 - f. All vertical mullions (CW1.1, CW1.2, CW1.3 and CW1.4) must have anchor points available at each floor line to meet structural.
 - g. Approximately 3,458 sf
2. Sunshade
 - a. #13X2 Face (5-3/4" deep), #5700 Face (5-3/4" deep) with 7089 pressure plate included as stacked combinations for vertical fin "sunshades". #5694 3-7/8" Deep mullion with shear blocks also included for attachment at locations between frame mullions. Reference details attached with proposal for clarification. Custom attachment of these covers required to the mullions using 1/4" x 2" SS fasteners @ 12" OC for the 17-1/4" deep condition and 1/4" x 1" SS fasteners @ 12" OC at the 11-1/2" condition.
 - b. Finish: Ultra-Escent II 70% 2-coat Mica custom color
 - c. This proposal includes the stacked details shown in the attachment below (pg. 5).
3. Doors
 - a. 4 single and 2 pair- Doors 101, 102, 113, 201, 202, 203B.
 - b. Type: EFCO Series D502, 2" thick, .125 wall, Therma stile, wide stile doors with 10" (stacked) bottom rails Frame: Series 5600, 3/4" x 4-1/2" adaptor, thermal
 - c. Finish: Ultra-Escent II 70% 2-coat Mica custom color

Section 087100 Door Hardware

1. Sets applied to CW door listed above.
 - a. 01,010, AL-01-09

Section 08800 Glazing

1. 1/4" clear
2. 1/4" clear laminated
3. FR- see above for rating.
4. 1" IGU- EX1.0, 1.1, EX2.0, 2.1- (T), (TH- exterior lite only) (Viracon)
5. 6 each DRF1 set into aluminum channel at SDAP West 1

Miscellaneous Items:

1. 2-D Shop drawings, engineering calculations
2. 5-year aluminum manufacturer's material warranty
3. 10-year aluminum manufacturer's finish warranty
4. 10-year insulated glass manufacturer's warranty
5. 2-year installation warranty
6. Lift equipment as needed.
7. Prefinished brake metal flashing, non-extruded under our curtainwall
 - a. (1, 3, 4/A-511) (1, 3/A-543)
8. Two lines perimeter caulking, typical at our system or as needed for a watertight system.
9. Textura fee

Exclusions:

1. Tax
2. Final cleaning
3. Protection of materials after installation
4. Temporary glazing
5. 12" and 18" "sunshades" – see clarification above
6. Decorative films —
7. Mullion mounted linear light.
8. Metal panels.
9. Aluminum extrusion coping 4/A-544 E.g. - *Deck/Roofing System*
10. Coping
11. Work after normal working hours
12. Mockup – none shown.
13. Flexible flashing
14. Independent testing
15. Mirrors
16. Bonds see add below.
17. Any item not specifically called out herein must be considered exclusive from this quote.
18. Fire rated products not listed above.
19. Insulation
20. Demolition and relocation work

Alternate Adds/ Deducts to base bid:

1. AAMA 501.2 self-performed water spray testing- Add \$3,500.00 per test.
2. Add 1.3% to base number if bond is needed.
3. Add approximately 80LF pf window film as shown on I-501 add to base **\$2,515.00.**
4. Add up to 10sf mockup add to base \$5,000.00.
5. Deduct \$9,900.00 to remove laminated and use 1/4" tempered glass Alt #3
6. Deduct \$16,600.00 to remove 1 lite of the 2 on interior frames Alt #4

Standard Qualifications:

1. Specialty/art glass products require 50% down before ordering with the remaining 50% due before shipment. Project will be billed accordingly, and product will not be ordered until funds are received. Failure to receive these funds in a timely manner will result in project delays that Horizon Glass will not be responsible for.
2. Before the submittal process starts a signed proposal, a letter of intent or contract will be required.
3. This proposal shall be incorporated into the contract including all exclusions.
4. Horizon Glass will accept no charges or back charges of any kind unless agreed to in writing prior to work starting.
5. Extra or change order work will not proceed without written authorization.
6. Horizon Glass invoices shall be paid in full (less retainage) within 30 days, with 50% of retention being billed at 50% completion and final retention paid within 30 days of completing work.
7. Materials will be furnished in accordance with manufacturers published product information and finish tolerances.
8. To ensure proper installation, openings must be level, plumb and square.
9. Work will not be done in an "out of sequence" manner unless mutually agreed upon.
10. A \$75.00 charge will be added to each additional insured beyond owner and general contractor.
11. Horizon Glass shall be allowed to bill for stored materials.
12. OCIP type insurance programs require add in pricing.
13. Damage to material caused by vandalism, abuse, accidents, and natural causes is not Horizon's responsibility.
14. Overtime and after-hours work will be provided only when delays caused by Horizon Glass deem it necessary.
15. Project/contractor specific OSHA training classes/certification are excluded and will be an add if required.
16. On projects with EFIS, warranties shall be Horizon Glass and manufactures standard warranty for this application.
17. Horizon Glass shall have the right to be compensated for material and labor increases due to delay(s) of job that are beyond our control.
18. Product warranties are issued by the manufacturer of these products and are instated at the time the manufacturer releases their product to Horizon Glass. Product warranties required from the time of substantial completion of project will require add in pricing.
19. Discounts for early payment(s) must be qualified prior to bidding and agreed to by Horizon Glass.
20. Isometric and 3-D detailing in shop drawings are excluded.
21. Horizon Glass will not be responsible after the design assist phase for additional design elements implemented by "consultants" without proper reimbursement. Changes that occur from "consultants" decisions will require pricing review and possible change order request.
22. Phased projects require all material to be ordered at once with the installation occurring as needed to avoid price increase.
23. Blast, impact, seismic, NFRC testing are excluded.
24. Non-heat-soaked glass products increase the risk of spontaneous breakage that is not covered under glass manufacturer's warranties. Heat soaking can be provided at additional cost.

Total Base Bid amount\$ 1,244,160.00

1,252,660 w/ Add ons

Agreed and Accepted as Proposed Above...

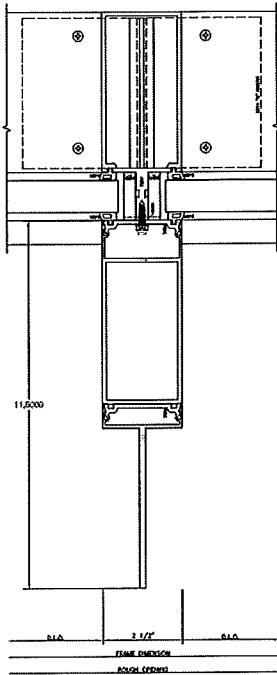
Don Lenhart
Don Lenhart

This bid may be reviewed by Horizon Glass if not accepted within 30 Days.
*****Please note escalation is not included in proposal, if proposal is not executed within 30 days pricing is subject to change based on current market escalations. Please add 4% per quarter for estimated escalation costs*****

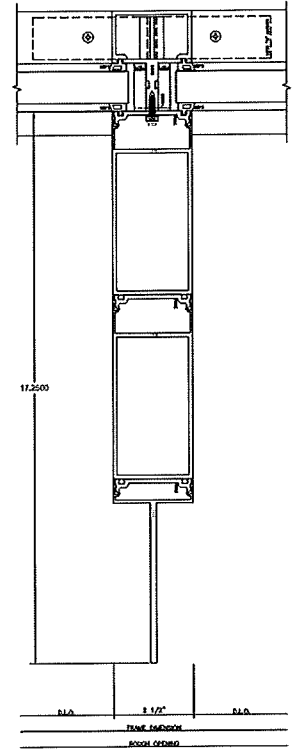
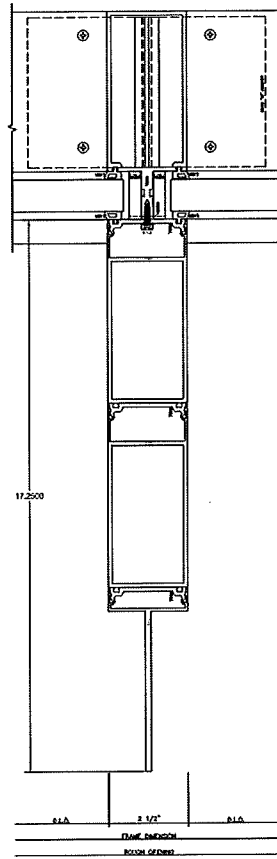
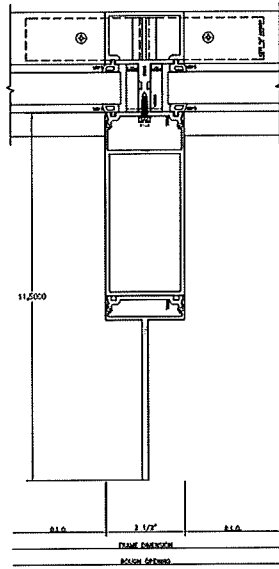
www.horizonglass.net

Attachment: included Sunshades fins

619	O.G. VERT.
	8000 7 1/2"



607	O.G. VERT.
	8000 3 1/2"





SERVICWEST

March 3, 2023

E-Corp

RE: NREL Flatirons Campus Control Center

The following is Service West's pricing for the Drywall, Metal Framing, ACT, Acoustic Wall panels and insulation portion of the above captioned project. These prices are in accordance with the Issue For Construction Documents dated 04/25/22 drawn by HDR Architecture.

GENERAL INCLUSIONS:

- Lifts and equipment for our interior work
- Handling of all materials installed by us
- Stocking of our materials
- Clean-up of our trash to Owner or GC provided dumpster

GENERAL EXCLUSIONS:

- Overtime or Premium time
- Phased work
- Dumpsters
- After hours stocking
- Temporary heat, barricading, or protection
- Sales Tax

Drywall and Framing Scope		
• Layout of our work to be done by us.		
• Includes CFMF framing		
• Exterior walls per exterior wall types		
• Parapet framing		
• Framed box headers.		
• Exterior ceilings and soffits		
• Shop drawings for CFMF		
• Furnish and install 5/8" fiberglass faced sheathing as noted below		
• Metal framed exterior walls ceilings and soffits		
• Metal Framed Parapet walls		
• Furnish and install 20 GA framed walls and soffits and gypsum layers as called out in wall types and as noted below		
• Head of framed walls are to receive slotted slip track.		
• Moisture resistant board figured at wet walls.		
• Cementitious tile backer board is figured per finish plans T2 locations.		
• 6" 16 ga flatstock figured for cabinet backin, white boards and wall mounted shelving standards.		
• Gypsum board on rated walls is figured to structure above.		
• Shaft Wall framing figured to be deck to deck		



SERVICEWEST

<ul style="list-style-type: none"> Furnish and install gypsum ceilings <ul style="list-style-type: none"> Drywall grid and (1) layer of 5/8" type "X" is figured at dropped ceiling locations per RCP plans. 		
<ul style="list-style-type: none"> Furnish and install Fiberglass batt insulation in exterior parapet walls, and box headers, Interior walls per wall types to receive fiberglass sound batt insulation Fire and acoustical caulking is figured in gypsum assemblies where required for ratings, fire safing at head of walls per wall types All gypsum board is figured to be installed horizontally on walls unless UL indicates vertical installation Exposed drywall is figured to receive a level 4 finish Hidden drywall is figured to be fire taped. Drywall scrap to be removed after hanging phase has been completed and placed in dumpsters provided by owner or general contractor. All framing and pre-rock is figured to be done prior to mechanical trades. Pre-rock board is figured to be 5/8" type "X" Clean up of Service West trash to easily accessible dumpster provided by others. 		
<ul style="list-style-type: none"> Furnish and install Acoustical Ceilings interior and exterior metal ceilings and acoustical wall panels includes the following per the finish schedule <ul style="list-style-type: none"> ACT-1 Ultima High NRC with specified grid system ACT-3 Lyra PB direct applied ESC1 metalworks torsion spring Non- perforated with specified grid system ESC2 metalworks torsion spring perforated (assumed not on finish legend) with specified grid system MC1 metalworks torsion spring perforated with specified grid system AWP1, AWP2 and AWP3 per finish schedule ACB1 turf baffles with unistrut suspension system 		
Exclusions		
<ul style="list-style-type: none"> Access panels Backing and blocking not called out above mechanical screen framing Composite cleaning Doors, frames, and associated hardware Draftstopping or slab edge safing Monitor backing ACT2 and GR2 suspension grid air barrier Fry Reglet reveal beads Glass-mat faced drywall at pre-rock locations Impact resistant gypsum board Level 5 or textured finishes Professional Liability insurance above and beyond engineered shop drawings coverage Patching of trade damage and general patching Putty pads Safing of penetrations Spray foam, rigid, mineral wool or insulation on the exterior of the building Temporary heating Layout of work for other trades Permits Work at slab edge U.N.O. 		



Framing and Drywall	\$	475,695.00
Acoustical	\$	220,245.00
Proposal Total	\$	695,940.00

* This proposal is valid for 90 days

Respectfully,

Matt James
Project Manager
Service West
Phone: (630)337-8412
www.servicewestinc.com

Bid Proposal

SUBMITTED TO:	E Corp	
ATTENTION:	John Stalder	PAGES: 1
PROJECT:	NREL Control Center Facility	BID DATE: 2/17/2023

	YES	NO
F.O.B. JOBSITE INSTALLED	xx	
TAX INCLUDED <u> 0 </u> %		xx
POSTED/PREVAILING WAGE		xx
IS BOND INCLUDED		xx
CAN YOU BOND PROJECT	xx	
BOND RATE/COST <u> 2.5 </u> %		xx
MBE <u> </u> WBE <u> X </u> DBE <u> </u> SBE <u> X </u>		
Addendum #1-2 & 3		

ACOUSTICS SYSTEMS, INC.

3367 S. Elliot Street
 Englewood, CO 80110
 303-781-2829
 Fax: 303-781-2838
 P.O. Box 27021
 Denver, CO 80227
 email: will@acousticsys.us or debi@acousticsys.us

SPEC SECTION	DESCRIPTION	BID AMOUNT
	Acoustic Ceilings	
95100	ACT-1 2x2 Ultima #1942 w/Suprafine grid & Stemold 1600sqft	\$ 21,030.00
	ACT-3 4x4 Lyra #8404 544sqft	incl. above
95423	ECS-1 Exterior Torsion Spring #7226 Non-Perforated	\$ 78,043.00
	MC-1 Interior Torsion Spring #7210 Perforated	incl. above
95427	WDP-1 Soundply Navy Island 608sqft	\$ 57,674.00
98413	AWP-1 Kirei Echo Wall Tile-Teal-w/furring,insulation & J-trim	\$ 21,608.00
	AWP-2 Kirei Echo Wall Tile-Teal-w/furring,insulation & J-trim	incl. above
	AWP-3 Kirei Painted Wall Panel (All Kirei products-570sqft)	incl. above
98436	ACB-1 TURF Beam Baffles 129pcs	\$ 55,087.00
Per Plans & Spec (if provided) yes <u> X </u> no <u> </u>		TOTAL BID \$ 233,442.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS:
Excludes hanger wires on corner of light fixtures, does not include siesmic installation
Repair and replacement of damage to our ceiling system by other trades will be billed at \$75.00/hr. plus material
90
Pricing good for 30 days

ALT NO.	DESCRIPTION	AMT. ADD (Deduct)

Critical Delivery Dates (after approval):

Bidder's Authorized Signature

Will Schell

Title
PM

Proposal



Phone: 303-789-5420
Fax: 303-789-5313
PO Box 1213
Englewood, CO 80150
www.nextgenerationsurfaces.com

Proposal#
3951
Customer PO

Contract #

Date
3/2/2023
Sales Person1
Roger Judd
Sales Person 2

Acct # 128
For: Fax

Job Site:

All Bidding Contractors
, CO

NREL Control Center Facility
19001 West 119th Avenue
Arvada, CO 80007

General Information / Description **Total**

Carpet Supplied and Installed per Prevailing Wages. \$19,239.84

Includes:
CPTI Mohawk Feather Tile, 829 Great Horned 12"x 36" Pattern Install
CPTI Mohawk Flight Tile, 829 Great Horned 12"x 36" Pattern Install
EM Shaw Welcome II 24" x 24" Color Portabella

Resilient Supplied and Installed per Prevailing Wages : \$33,042.89

Includes:
Norament Grano ED 39" x39" x 3.5mm Color Black Pepper 5304 -Static Rubber Flooring - Copper striping not used in installation-(Static Conductivity Testing to be completed by others)
RB1 - Allstate 4" rubber base with toe Color TBD (Pre-formed corners not included)

Ceramic Supplied and Installed per Prevailing wages. \$91,030.76

Includes:
T1a Dal Tile Museo 24" x 24" x 3/8" Porcelain at Floors
T1b Dal Tile Museo 24" x 48" x 3/8" Porcelain at Floors
T1B Dal Tile Museo 6" x 12" Cove Base for Floor Tile
T2 Dal Tile Portfolio 6" x24" x 3/8" Porcelain at Bathroom Walls
MAPEI MAPESOUND II used as Sound Control, Waterproofing (Floors Only) and Crack Suppression (MAPEI MAPELASTIC 315 Not Included)
STAIRS - Dal Tile Museo 12" x 24" x 3/8" Porcelain used at Steps and Landings Including Stair treads fabricated out of the 12" x 24" tile with Eased Edge Nosing and 4 Siped Grooves for traction in each Tread/Step. Please Note - 12" x24" Porcelain is the only tile recommended when making treads out of the tile as it is the only size that will fit in most fabricating equipment.

Stainless Steel Schluter Schiene where needed.

Moisture Testing - Includes 7 RH Tests. \$1,044.89

Continuation For: All Bidding Contractors, Quote # 3951

General Information / Description	Total
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<i>Total</i>	
Sales Tax	\$0.00
Grand Total	\$144,358.38
Deposit	Date _____ Ck # _____

Acknowledged Addenda: 1-4

1. ALL MATERIAL PRICING IS VALID FOR 30 DAYS ONLY. ANY MATERIAL PRICE INCREASES AFTER THOSE 30 DAYS WILL BE BILLED AS A CHANGE ORDER TO THE CONTRACT COST. THERE IS NO WAY TO GUARANTEE MATERIAL COSTS WILL NOT RISE BETWEEN NOW AND WHEN THE PROJECT WILL ORDER.
2. NO EXTENDED STORAGE OR STORAGE CONTAINER COSTS INCLUDED. IF MATERIALS ARE TO BE ORDERED EARLY TO AVOID PRICE INCREASES, ADDITIONAL COSTS FOR STORAGE AND / OR CONTAINER RENTAL WILL BE INCURRED AND WILL BE BILLED AS A CHANGE ORDER TO THE CONTRACT COSTS. WE WILL BILL \$20.00/PALLET / MONTH FOR STORED MATERIALS.
3. No hoisting of materials to upper floors included. Either a use of an elevator on site or contractor supplied fork lift / crane is required to stock upper floors.
4. Minor floor prep, defined as final sweeping and filling saw cuts and minor chips in the floor only, is included. No major floor prep such as skimming, floating, leveling, grinding adhesive removal, bead blasting, bush hammering, mechanical scarification of the concrete, wood underlayments, or any other underlayment included. All additional floor prep will be charged at \$60.00/hr. and applicable materials.
5. No moisture mitigation systems included.
6. No moisture testing included.
7. Next Generation Surfaces LLC (NGS) will furnish, deliver, and install the above material in accordance with all transmitted plans and specifications.
8. No bond costs included.
9. No demolition included.
10. NGS needs access to the contractor's dumpster. No dumpster costs included.
11. This proposal is based on working hours 7:00 a.m. to 3:30 p.m. Monday –Friday and one site trip. No overtime included.
12. No mud set tile, no epoxy setting or grouting materials, no sealing tile or grout, no cement backer boards and no water resistant dry wall included.
13. Full payment is due 30 days from receipt of invoice unless otherwise specified. NGS will not sign a paid if paid clause but will sign a paid when paid clause. NGS will receive payment within 10 days of receipt of payment from owner. Failure to do so will constitute our right to lien property.
14. No cleaning, waxing, buffing, vacuuming or protection of any kind included.
15. No temporary heating or lighting included. All temporary heat and lights to be furnished by the General Contractor. Heat must be between 65 degrees and 85 degrees and adequate lighting to install a finished product is required.
16. Off site materials are to be paid for. Insurance documentation and a bill of sale will be provided.
17. If a manufacturer requires a deposit to manufacture/ship certain item's or requires a pre-payment, client will pay that amount prior to shipping.
18. Custom orders always require at least 50% deposit prior to shipping.
19. Prior to commencement of installation, all rooms must be broom swept and all drywall mud, masonry mortar, and paint must be removed from the floor, as per CRI-104-96 site conditions.
20. Failure of flooring due to high moisture or alkalinity levels is not considered a defect in flooring materials or labor and is not covered under product, material or labor warranties.
21. This bid document will become part of the contract.

Buyer _____ Date _____ Seller _____ Date _____

National Renewable Energy Laboratory
ENVIRONMENT, SAFETY, AND HEALTH
OFFEROR OR LOWER-TIER SUBCONTRACTOR RISK EVALUATION WORKSHEET

OFFEROR OR LOWER-TIER SUBCONTRACTOR INFORMATION

Offeror (or Lower-Tier Subcontractor) Next Generation Surfaces LLC

Date of Submission 03/06/2023

Policy Period

North American Industry Classification System Code

RISK EVALUATION

Initial Review and Acceptance. Offerors and their lower-tier subcontractors are required to meet NREL-acceptable environment, safety, and health (ESH) qualification criteria prior to being awarded a subcontract or lower-tier subcontract to perform work at an NREL site. NREL considers a three-year average experience modification rate (EMR) of less than or equal to 1.00 AND a "No" response to questions 2, 3, and 4 to be acceptable.

Additional Evaluation and Assessment. Offerors or lower-tier subcontractors that report a three-year average EMR above 1.00 OR have responded "Yes" to questions 2, 3, and/or 4 are required to provide responses to questions 5 and 6 below. The ESH point of contact will evaluate and assess the offeror's or lower-tier subcontractor's additional responses to determine offeror or lower-tier subcontractor acceptability. However, NREL reserves the right to consider additional information requested by NREL used to determine whether the offeror or lower-tier subcontractor is accepted or rejected.

1. **Submit your EMR.** List your firm's workers' compensation insurance interstate EMR for the immediate past three years, current year, and three-year average (use intrastate rating if interstate rating is not available). Provide documentation in the form of a letter by your insurance company written on their letterhead indicating your EMR including policy period.
2. **Occupational Safety and Health Administration (OSHA) Citations.** Has your firm received one or more OSHA citations in the last three years?
 Yes No
If yes, provide a written explanation for each incident in an attachment to this form.
3. **Fatalities, Multiple Hospitalizations, or Amputation(s).** Has your firm experienced a single work-related incident resulting in a fatality, inpatient hospitalization, loss of an eye, or amputation(s) in the last three years?
 Yes No
If yes, provide a written explanation for each citation in an attachment to this form.
4. **Environmental Record.** Has your firm received violations pertaining to federal, state, or local environmental standard, regulation, or statute in the last three years?
 Yes No
If yes, provide a written explanation for each violation in an attachment to this form.

If the offeror or lower-tier subcontractor reports a three-year average EMR of less than or equal to 1.00 AND has provided a "No" response to questions 2, 3, and 4, responses to questions 5 and 6 are not required.

If the offeror or lower-tier subcontractor reports a three-year average EMR above 1.00 OR has responded "Yes" to questions 2, 3, and/or 4, responses to questions 5 and 6 are required.

5. **Occupational Total Recordable Case (TRC) Rate Statistics.** List your firm's occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the TRC rate. The offeror must attach copies of the OSHA logs (OSHA 300 log and 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report.

NOTE. TRC rate is the number of OSHA recordable injuries and illnesses per 100 full-time equivalent (FTE) workers. The common exposure base enables one to make accurate inter-industry comparisons, trend analysis over time, or compare among firms regardless of size. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA recordable injuries/illnesses; 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by employees during the calendar year).

OSHA TRC Rate:

Year	2020	# of OSHA TRC cases	0	Man-hours	0	Rate	N/A
Year	2021	# of OSHA TRC cases	0	Man-hours	0	Rate	N/A
Year	2022	# of OSHA TRC cases	0	Man-hours	0	Rate	N/A

Three-year average .82

6. Occupational Days Away/Restricted or Transfer (DART) Rate Statistics. List your firm's DART rate for the past three full calendar years using the Bureau of Labor Statistics formula to determine the rate.

NOTE. The DART rate is a mathematical calculation that characterizes the number of OSHA recordable injuries and illnesses per 100 FTEs that resulted in days away from work, restricted work activity, and/or job transfers that a company has experienced in a given timeframe. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA injury/illness cases resulting in days away/restricted or job transfer (OSHA's Form 300, Columns H + I); 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by employees during the calendar year).

OSHA DART Rate:

Year	2020	# of OSHA DART cases	0	Man-hours	N/a	Rate	N/A
Year	2021	# of OSHA DART cases	0	Man-hours	N/A	Rate	N/A
Year	2022	# of OSHA DART cases	0	Man-hours	N/A	Rate	N/A

Three-year average 0

FOR NREL USE ONLY – OFFEROR OR LOWER-TIER SUBCONTRACTOR ACCEPTABILITY EVALUATION – DO NOT WRITE BELOW THIS LINE

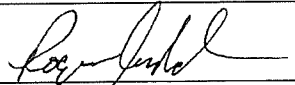
- Offeror or lower-tier subcontractor accepted
 - EMR \leq 1.0 AND response to questions 2, 3, and 4 is "No"; or
 - Other (provide explanation in comments)
- Offeror or lower-tier subcontractor rejected
 - EMR > 1.0
 - Offeror or lower-tier subcontractor responded "Yes" to question 2, 3, and/or 4 (provide explanation in comments)
 - OSHA TRC (provide explanation in comments)
 - OSHA DART (provide explanation in comments)
 - NREL past performance letters (provide explanation in comments and attach Acquisition Services letter)
 - NREL past incident history (provide explanation in comments)
 - Other (provide explanation in comments)

Comments

CERTIFICATION

A person authorized to make legally binding commitments on behalf of the offeror or lower-tier subcontractor must sign below. By signing below, the offeror or lower-tier subcontractor certifies, under penalty of law, that the responses provided in this worksheet are accurate.

Company/Organization Name Next Generation Surfaces

Signature X  Signer's Printed Name Roger Judd

Title Project Manager Date 3/6/2023

Telephone Number 303-789-5313 Email address roger@nextgenerationsurfaces.com



9780 S Meridian Blvd Suite 400
Englewood, CO 80112
303-996-7800
Fax: 303-757-7719

August 24, 2022

Next Generation Surfaces, LLC
Attn: Kevin Croshal
PO Box 1213
Englewood, CO 80150

RE: 22/23 Workers Compensation
Policy #: 4141455

Dear Kevin -

The following are the current and prior years NCCI Experience Modification Rates for Next Generation Surfaces, LLC.

22/23 Term - .84
21/22 Term - .79
20/21 Term - .86
19/20 Term - .83
18/19 Term - .84
17/18 Term - .76

Please feel free to contact me should you need anything further.

Best regards,

Elizabeth Hart

Elizabeth Hart
Assistant Account Manager



Quote: 1823 / Date: 2/22/2023

Four Corners Painting LLC
1582 S Kenton St
Aurora, CO
80012-5113, United States
720-854-5297

Prepared By:
Bo Madera
720-854-5297
fourcornerspainingllc@gmail.com

Project: NREL Flatirons Campus

Scope of Work

Tackable wall system included - Yes

Interior painting: Gyp Walls, gyp ceilings, open ceilings, Metal frame and epoxy at bathrooms.

Exterior Painting: N/A

Included(+)

1. caulking limited to paint surfaces, one coat primer, two coats of paint, Acknowledge of paint spec and plans.

Notes

Sherwin Williams paint to be used for this project.

Summary

Subtotal \$ 26,554

\$ 26,554

Accepted By

Date

.....



Prevailing Wage Budget - NREL Control Center Facility (Revision 2)

19001 W 119th Ave., Arvada, CO 80007

Plans Dated: 04/25/2022
Specifications Seen? Yes
Bid To: Project Estimator
Addenda #'s Seen: Addenda 1-3
Tax: 0%, Tax Exempt

Estimator: Kimberly Prince
Email: KimberlyP@ColoradoSpecialties.com
Valid Until: 03/24/2023
Est. Install Date: Q3 2024
Bond Rate: #####

VERIFICATION OF TAX EXEMPT DOCUMENTATION REQUIRED FOR AWARD AT THIS PRICING

We propose to furnish labor and/or materials at the prices and terms designated to perform work to the extent as:

Toilet and Bath Accessories \$ 5,216.00

Furnish and Install the following Toilet and Bath Accessories:
Rooms: Female Toilets 206 & 107, Male Toilets 207 & 108, Janitor 109

Manufacturer: Bobrick

Item	Description	Qty	Item	Description	Qty
B-6827	Hat and Coat Hook, Satin Finish	8	B-2730	Surface-Mounted Toilet Tissue Dispenser for Single Roll, Noncontrolled Dispense	4
B-353	Recessed Sanitary Napkin Disposal, Visible Flange	2	B-4262	Surface-Mounted Paper Towel Dispenser with TowelMate	4
B-2013	Automatic Wall-Mounted Foam Soap Dispenser, Battery Operated (batteries not included)	4	B-239x34	Shelf with Mop and Broom Holders and Rag Hooks, Length 36"	1
B-221	Surface Mounted Seat-Cover Dispenser	4	B-6806x18	1-1/2" OD Straight Grab Bar, Length 18"	4
B-6806x36	1-1/2" OD Straight Grab Bar, Length 36"	4	B-6806x42	1-1/2" OD Straight Grab Bar, Length 42"	4

Toilet and Bath Accessories Qualifications:

- Manufacturer/model per Section 10 28 13 of Project Manual.
- Hand dryers/Soap Dispensers/Any Electrically Operated Materials are surface mounted only; pricing excludes electrical hardwiring (by others) and/or batteries.
- Pricing includes Single Mobilization for Installation of all materials within this scope. Please advise if phasing or demobilization will be required for this scope.
- Mirrors Excluded.
- Recessed Sanitary Napkin Disposal B-353 requires rough opening with 11-1/4"Wx15-5/8"Hx4" minimum Depth dimensions.
- Pricing include typical work hours and site access requirements. Please advise if any extended site access requirements (ie. Badging, security check-in, escorted installation, off hours work, infection control procedures (beyond covid precautions), background/drug screening, etc...), or off hours labor will be required for this work.
- EXCLUDES: Layout and installation of in-wall blocking/backing, and recessed rough openings (including Counter Cut-Throughs), if required.

Impact Wall Protection \$ 11,178.00

Furnish and Install the following Impact Wall Protection:
Rooms: Wall Protection @ Janitor 109, Corner Guards @ Circulation Path 102, 211

Manufacturer: Inpro

Item	Description	Units	Qty	Item	Description	Units	Qty
G2-405	Palladium G2 Rigid Wall Protection, .040" Thickness, 4'x8', Designer White Color	Each	6	sas-1828c-430	Inpro Stainless Steel Surface Mount Corner Guards, 8"x2", Type 430, Adhesive Applied	Each	21

Impact Wall Protection Qualifications:

- Manufacturer/model per Interior Finish Legend on I-002.
- Corner guards are silicone adhesive applied.
- Rigid Sheet Vinyl requires Preparation of substrate with Water Based Mastic Primer by others prior to mobilization; not included in this pricing. If installation mobilization occurs and substrate is not prepared prior to mobilization request, additional mobilization/trip charges will be applied, and substrate will need to be prepped by others before installation occurs.
- End Caps and Rigid Vinyl Sheets are fabricated via different processes, and fully accurate color matching to finishes across these processes not guaranteed.
- Retail Materials included in pricing. Pricing and Availability Subject to change without notice. Liability for Delays/Liquidated damages hereby released.
- Vinyl Materials are Temperature Sensitive and will need to acclimate to the temperature of the Installation Location prior to install. Please advise if Extended Length Materials can not be stored on site for acclimation.
- Pricing includes Single Mobilization for installation of all materials within this scope. Please advise if phasing or demobilization will be required for this scope.
- Pricing include typical work hours and site access requirements. Please advise if any extended site access requirements (ie. Badging, security check-in, escorted installation, off hours work, infection control procedures (beyond covid precautions), background/drug screening, etc...), or off hours labor will be required for this work.
- Wall panel and adhesives require a stable temperature at 70 degrees (+/- 5 degrees) and protection of UV radiation, during and after installation, for warranty. Direct Sunlight may warp/loosen Vinyl over time, and will not constitute a Warranty Claim

Fire Protection Specialties

\$ 1,515.00

Furnish and Install the following Fire Protection Specialties:

Room: Locations Per Life Safety Plans on G-101

Fire Extinguishers: 3

Fire Extinguisher Cabinets: 3

Manufacturer: JI Industries/Amerex

Item	Description	Qty	Item	Description	Qty
1015-G-10	JL Industries Non-Fire Rated Fully Recess Mounted Fire Extinguisher Cabinet, 3/8" Flat Trim, Full Glass Door Style, Clear Acrylic Glass, Holds 10LB	3	B456	Amerex 10 LB. ABC Multipurpose Dry Chemical Fire Extinguisher, 4A:80B:C	3
FEC Decal	Fire Extinguisher Cabinet Decal	3			

Fire Protection Specialties Qualifications:

- Manufacturer/model per Section 10 44 00 of Project Manual.
- Fully Recessed Fire Extinguisher Cabinet 1015-G-10 requires rough opening with 11-1/2"Wx25"Hx5-7/8"D dimensions. Verification of Partition Depth to be by others, for proper fit of cabinet. If another, shallower model is required, please advise prior to award.
- Pricing includes Single Trip to Site for installation of all materials within this scope. Please advise if phasing or demobilization will be required for this scope.
- Pricing includes Single Order and Delivery Trip to site for Delivery of all materials within this scope. Please advise if phased Ordering or Delivery will be required for this scope for additional cost.
- Pricing includes ABC Rated Fire Extinguishers, as typically seen in retail/residential construction. No Specialty Extinguishers are included in this pricing. Please advise if any K-type, CO2, Water Mist, Halotron/Halon, Wet Chemical, or any other specialty extinguisher are required for repricing.
- Pricing include typical work hours and site access requirements. Please advise if any extended site access requirements (ie. Badging, security check-in, escorted installation, off hours work, infection control procedures (beyond covid precautions), background/drug screening, etc...), or off hours labor will be required for this work.
- EXCLUDES: Layout and installation of in-wall blocking/backing, and recessed rough openings (if applicable).

Please include the following Bond Fee of \$627.00 to the sum of the total contract. Variant Bond fees may apply if alternate scopes are accepted, or if total contract is not accepted in its entirety.

\$ 627.00

Required Colorado State Delivery Fee: \$ 0.27

Total \$ 18,536.27

Additions to Contract:

- Rev. 1- Estimated install date change w/ Addendum #2.
- Rev. 2- Update Paper Towel/Waste Receptacle to correct quantity.
- **PRICING INCLUDES PREVAILING WAGES AND CERTIFIED PAYROLL.**
- Due to the Worldwide COVID-19 crisis (and unexpected material shortages generated as a result), there is a possibility of delayed shipping dates and pricing fluctuations due to Manufacturer's raw material availability and costs. We ask for your patience as we all maneuver through this transitional period.
- Retail Vendor pricing can not be held and is an estimate of pricing at time of order, actual cost will be billed upon ordering. Pricing and Availability subject to change without notice. Subcontractor not liable for decisions by manufacturer outside of Subcontractor's Control.
- Lead times for material begin after field measurements are completed and submittals (including applicable finish selections) are approved. Thus, lead times may vary from initial information provided at approval of contract.
- Two-to-three-week notification required prior to mobilization.

Terms & Conditions

1. Pricing is valid for 30 days from the date of this proposal, unless noted otherwise.
2. Payment Terms: Companies without Net 30 Day Terms will be subject to 100% deposit of contract amount upon award. All payments made without terms will require Wire Transfer.
3. Pricing herein may include requested Tax Exemptions. Sales Tax is estimated/per request, and actual will be billed. If Tax Exempt, resale, exemption certificate, or proof of Use Tax paid for all taxing jurisdictions required with order. If not provided prior to billing, Costs will be billed at Full Tax Rate for the Jurisdiction.
4. Proposal to be signed by authorized Purchaser of accepting company.
5. Shipment projections are estimated per the manufacturer, and are contingent upon availability of necessary material. Such projections are based upon Colorado Specialties and/or Snyder Equipment receipt of approved shop drawings together with all necessary field dimensions and release information. Subsequent changes to drawings, dimensions or other criteria may revise shipment projections.
6. Quotes exclude any bonding requirements unless specifically noted.
7. There shall be no liability on Colorado Specialties' and/or Snyder Equipment's part for any delay in the delivery of material or any delay caused by strikes, fires, government regulations, pandemic delays, or any other causes beyond Colorado Specialties' and Snyder Equipment's control.
8. Prices are based on quantities shown on Plans/Specifications, Unless Noted Otherwise, and are subject to change upon revisions.
9. Prices are firm against escalation for 30 days from the date of this quote and upon acceptance for shipment within 3 months. Bronze, stainless steel, and market driven products are firm against escalation for 15 days from the date of this quote and upon acceptance for shipment within 1 months thereafter. Orders shipped beyond those deadlines are subject to escalation of current market value, and will be invoiced at time of shipment.
10. Cancelled Materials Orders or Projects are subject to charge of incurred costs of materials, including Freight/Restocking fees, and administration costs.
11. Once Materials have been approved in Submittal Response, materials are non-Cancellable, non-returnable, and non-refundable. RETURNS WILL NOT BE ACCEPTED.
12. Manufacturer's standard Material warranty applies. Colorado Specialties and/or Snyder Equipment's one year workmanship/installation warranty applies. Please, refer to warranty documents.
13. Material Only Contracts: If Dropshipped, Quotes exclude all onsite work or Requirements, including but not limited to: Insurance, receipt, any site access requirements, unloading, handling, storage, and installation of materials on the Jobsite. Customer is responsible for receiving, unloading, and inspecting materials and filing freight claims for any shortage or damage of materials along with any exclusions made in the aforementioned statement. The quote and/or proposal does not include delivery and freight charges unless otherwise stated in the proposal, and all materials will be made available at Subcontractor's Will Call Pickup Location.
14. Insurance: Colorado Specialties and/or Snyder Equipment maintains Insurance and will procure requested documents adhering to its Insurance policy for all "Furnish and Install" Jobs. "Other Controlled Insurance Programs" not included UNO.
15. Certain Scopes may require a deposit on material. Please see qualifications for more information.
16. Field measurements are required for stainless steel wall panels, toilet partitions, operable wall, lockers, and other custom-designed products that may not explicitly be called out in the above Proposal. For some long lead items where field measuring substrate is not a viable option for the schedule, Contractor will require other Subcontractors to "Hold Dimensions" as provided by Colorado Specialties.
17. Colorado Specialties and/or Snyder Equipment assumes no responsibility for manufacturer delays beyond its control (including freight damage), nor does it accept the terms for liquidated/delay damages that may arise from such Manufacturer Decisions or Ability defects.
18. Lead times for material begin after field measurements are completed and submittals & Final Shop Drawings (including applicable finish selections) are approved. Thus, lead times may vary from initial information provided at approval of contract.
19. Excludes demolition unless noted otherwise in the aforementioned scopes of work.
20. Contract can be accepted in its entirety, or select item groups based on General Contractor's needs (unless otherwise noted). If customer requires revisions prior to Award, please contact the estimator (listed at the top of this proposal) for any changes or adjustments.
21. Drawings explicitly not in the architectural drawings are null and void to the quantities and types of items listed in the above proposal. A change order will ensue after the acceptance of individual, alternate, or contract total(s).
22. Walls to be prepared by others and confirmed ready by others prior to request for mobilization, including blocking, cut-outs in drywall, primer, and any other Substrate Finishes, if necessary.
23. Should any item(s) be required that is not called out herein; the item(s) will be handled as a change order or revised proposal.
24. Scanning, X-Ray or GRP required for Post Tension Cable or Utility Location by others. General contractor is to locate and mark locations of all existing pre / post tensioned slabs, and providing said layout with Submittal Responses. Subcontractor holds no liability for materials or work beyond the immediate substrate of installation and will not be held liable for damages or rework to these areas or materials, unless advised in writing to the Material's / work's Existence and Exact Locations.
25. If Colorado Specialties is scheduled onsite, and can not perform the work requested due to site conditions, Substrate Preparation Deficits, or available space, remobilization fee will be assessed via change order, minimum of \$350.00, or installation is to be performed by others.
26. Verification of "City Standard" Bike Rack types to be by others. Colorado Specialties takes no responsibility if materials requested do not meet governing standards.
27. Any required Finish caulking or fire caulking required by project beyond material manufacturer's standard installation instruction is to be by others and is excluded from this pricing.
28. Please be advised that some pricing may be the result of Volume or discount pricing. Colorado Specialties/Snyder Equipment can not guarantee the continuation of these discounts if change orders affect volume of, or type of materials.
29. Should Field Direction by Contractor/Ownership vary from Plans or Manufacturer Standard Installation, Contractor must authorize the change in writing, and accept possible voidance of warranties. Subcontractor is not liable for any cost/damages associated with proceeding with changes as specified by Contractor/Ownership, regardless of cause.
30. All Conflicts between installation materials and concealed, in-wall/in-floor Materials to be responsibility of Contractor, and Subcontractor will hold no liability for conflicts / rework of Materials if required..
31. Force Majeure: No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.
32. If the Timeframe for Installation is Listed Above as "Unknown" or "Pending Material and Subcontractor Availability", verification of pricing and installation timeframe availability are required in order to award. Pricing Subject to Change upon Provision of Schedule requirements.

Terms: 100% Upfront Pre-payment of Contract Value required (if no previous terms have been extended), via wire transfer. Total Contract Value Due Upon Award. If Terms are extended, payment via Cash, Check, or Credit Card is acceptable.

Name of customer's representative authorized by the undersigned to approve and sign all material and labor reports used as a basis for invoicing: if required by the customer.

Date Accepted: _____

Company: _____

Name: _____

Title: _____



WINDOW COVERING PROPOSAL

AN ABELE VENTURES INC. COMPANY. EIN 83-0338655

DATE: MARCH 1, 2023

PROJECT: NREL – CONTROL CENTER

ADDENDUM (S) RECEIVED:

PROPOSAL IS PER PLANS AND SPECS AND INCLUDES MATERIALS, LABOR, FREIGHT, TAX EXEMPT AND IS VALID FOR 100 DAYS		COST
RS2- Supply and install MechoShade single manual roller shades, in contractor pocket, at perimeter window of the breakroom. Shades quoted with 1570 series fabric. RS1b-Supply and install MechoShade double manual roller shades, with fascia at perimeter windows of remote campaign (2 nd floor), conference, and low power rooms. Shades quoted with 1563 series fabric and 253 blackout fabric. RS1a-Supply and install MechoShade double manual roller shades, recessed in contractor pocket, at perimeter windows of remote campaign, 1 st floor. Shades quoted with 1570 series fabric and 253 blackout fabric. NO shades assumed at entry vestibule doors or sidelights (break) or air lock 1 st floor glass, or any windows not noted for shades.		\$ 49,980.00
Add cost if shades are required to be motorized. Note that for RS2- shades will be single motorized, and RS1a and RS1b will be dual motorized. For motorized shades, assume 1 motor with up to 4 coupled shade bands as is possible. Same fabrics as noted above. 1 wall switch per room. At doors assume single manual shades – motorized cannot be installed at the doors.		\$ 44,140.00 (ADD TO BASE PRICE ABOVE)
No clerestory or 2 story glass included. No headbox included for recess mounting. Assume pocket by others. Mecho 7 brackets. 1 st and 2 nd floor rooms as needed. If sun sensors are required, there would need to be clarification. All electrical, including low voltage, to be supplied by others.		

BLINDSHINE, INC CONTACT PERSON: LAURA KARLIS/ PHONE NUMBER: 303-373-9934

TO ACCEPT OUR PROPOSAL, PLEASE SIGN BELOW AND RETURN VIA EMAIL TO LAURA@BLINDSHINE.NET

DATE: _____ ACCEPTED BY: _____

PHONE # _____ P.O.# IF REQUIRED _____

BILL TO COMPANY: _____

BILL TO ADDRESS: _____

EMAIL ADDRESS FOR INVOICING: _____

QUESTIONS OR COMMENTS: _____

CHECK HERE IF THIS PROJECT IS TAX EXEMPT AND NO TAXES ARE TO BE CHARGED. PLEASE FORWARD A TAX-EXEMPT CERTIFICATE

THANK YOU AND WE APPRECIATE YOUR BUSINESS!



WOODWORKS

**4476 BENTS DRIVE
WINDSOR, CO 80550
Ph.970-482-4200 Fax. 970-482-4230
AWI QCP Licensed Manufacturer / Installer**

Proposal

Date: March 6th, 2023

Proposal Submitted To:
E Corp
Attn: John Stadler

PROJECT:
NREL Flatirons Control Center Facility
Golden, CO

We hereby propose to furnish the materials and perform the labor necessary for the completion of Plastic Laminate Casework and Counter Tops as per plans and described below:

- Low Power Device Characterization Lab 110: Solid surface countertop on metal surface mounted supports with plastic laminate shelving on standards and brackets included on west wall.
- Break 201: Plastic laminate casework with solid surface countertop on east and west wall
- Conference 203: Plastic laminate base casework with solid surface top on west wall
- Control 204: Wood framed die wall with plastic laminate finish and solid surface top. Install of powder coated flip up panels with piano hinges included for cord access. Metal plate for flip up panels and powder coating provided by others.
- Storage 208: Plastic laminate shelves on standards and brackets

For the Base Bid Sum of \$ 94,763

Exclusions: Electrical, Plumbing, Caulking, Mechanical, Backing, Blocking, Paint & Sinks, AWI QCP Certificates, Natural Stone, Stainless Steel, In Wall Supports, Protection Decorative Resin Panels, Window Sills, Any Other Item Not Listed In Proposal

All materials are per drawings dated 4/25/22

Addendum: 1,2,3,4

With payments to be made as follows:

A 25% INITIAL DRAW IS REQUIRED FOR ENGINEERING & CAD DRAWINGS.
ALL SPECIAL ORDER ITEMS ARE SUBJECT TO THE TERMS OF THE SUPPLIER
ALL OTHER BILLINGS DUE ON NET 30 TERMS.

Note: This proposal is for scope items listed only. Includes delivery and installation.
Respectfully submitted: L.A. Woodworks, Inc.

Mike Wilson / Estimator
CELEBRATING 32 YEARS IN BUSINESS

Note: This proposal may be withdrawn by us if not accepted within seven (7) days.
This proposal must be expressly incorporated to any and all contracts.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.
Please sign and return a copy of this proposal upon acceptance.

Signature _____
Date

MBE- Minority Owned Business

Signature _____
Date

AWI- member since 2005/



Schindler

NREL – Control Center



Submitted by: Jay Ferguson
jay.ferguson@schindler.com

Proposal

Jay Ferguson
Phone (720) 376-0052

March 3rd, 2023

Customer Information
All General Contractors

Project Information
NREL – Control Center – Arvada, CO

Dear Estimator:

Schindler Elevator Corporation is pleased to submit our proposal to furnish and install in the referenced building, our products for the sum of **Two Hundred Four Thousand Five Hundred Dollars (\$204,500)** inclusive of taxes.

Project Summary:

Qty	Product	Capacity	Speed	Number of stops	Material Delivery date	Customer Handover date
1	Schindler 3300XL	4,000 lbs.	150 fpm	2F	2024	2024

Specification & Drawing Clarifications

- 1) We have provided our 3300XL MRL machine room-less elevator with the components in the hoistway.
- 2) Please note our recommended hoistway dimensions.
- 3) Aluminum sills are included for all locations.
- 4) Hall fixtures and lanterns will be located hoistway entrance frames at all landings.
- 5) Schindler standard finishes (selected from Schindler color chart) are included.

Schedule & Coordination

- a. We have assumed 2024 installation.
- b. 3-4 weeks for delivery of submittal package, after receipt of signed proposal or receipt of subcontract.
- c. TBD weeks for approval of complete submittal package (including required selections), **execution of contract and receipt of 50% payment for engineering / order processing and shop drawings from initial invoice.** All items above, including confirmation of site ready conditions, are required to release equipment.
- d. 28 weeks to fabricate and deliver elevators (may fluctuate due to factory volume)
- e. 3 weeks for installation when pre-installation checklist is complete.
- f. The following pre-installation checklist must be completed prior to installation start:
 - g. *Extended reach forklift for getting material into the building & roll-able access from building entry to staging area*
 - h. *Clear staging area for the elevator(s) close to the hoistway*
 - i. *Barricades and netting on all floors*
 - j. *Hoist beam installed with rating marked*
 - k. *Rail support*
 - l. *Overhead electrical completed*
 - a. *JH1 disconnect (s)*
 - b. *Light(s) and Outlet(s)*
 - c. *Work Platform – Dependent on Travel – Coordinate with SEC Superintendent*
 - m. *Pit Electrical Completed.*
 - a. *Light(s)*
 - b. *Outlet(s)*
 - n. *JH Disconnect with 3 Phase Power Hot*
 - o. *220v Temp Power at Staging Area*
 - p. *Sill attachment*
 - q. *Header attachment*
 - r. *Pit clean and dry with grate installed.*
 - s. *Staging area and shaft must be maintained at 55+ degrees. Temporary heaters must be in place if required.*
- t. **Allow 2-3 weeks to schedule and perform final adjusting / inspection and note the following:**

- Completion of ALL pre-inspection punch-list items are required before scheduling the final state inspection.
 - Payment to **95% (5% Retention assumed)** is a *condition precedent* to conducting the state inspection and use of elevator by owner.
- u. We assume project completion no later than 12/31/24 or applicable labor or material increases may apply.

General Clarifications:

- 1) 30 days of storage included in base pricing.
- 2) Refer to our terms and conditions and work by other trades which outline the provisions of this proposal, including payment terms, wages, warranty, insurance, installation conditions, etc.
- 3) All work is assumed to be completed during regular time hours and operator time is not included in our bid.
- 4) If the hoistway is pressurized and special brushes or seals are required to maintain hoistway pressure, additional costs will apply.
- 5) Fire rated belts are included.
- 6) Compliance with the Buy American requirement is currently being reviewed by our legal group.
- 7) The controller at the top floor, along with machine and top of hoistway equipment must be maintained within our temperature range included in the power data form, along with a lobby/vestibule provided at the top landing. Elevator is not designed for any water exposure.
- 8) Our installation requires a temporary work platform. It is to be constructed at the top floor of the hoistway. The platform must comply with applicable codes and regulations and must be securely fastened to the structure. Construction, use, operation, maintenance or removal of this platform is not included in the proposal price.
- 9) Hoistbeams, grates, divider beams and intermediate support (where floors exceed our maximum spans) are to be furnished and installed by others.
- 10) ADDITIONAL FEES:
 - Hourly cost per man: \$227 per mechanic man hour, straight time / \$387 per mechanic man hour, overtime
 - a. Temporary Use (Repair costs and travel costs required if applicable):
 - \$50/day + \$4,150 Clean Down (Refurbishment)+ \$4,150 inspection fees+ temporary communications if required/per elevator cost
 - c. Remobilization: \$4,150 per occurrence plus travel/expenses if applicable (2 mobilizations included per project- Install/adjust and final/fire inspections- fire in Denver only)
 - d. Reinspection: \$4,150 per occurrence plus travel/expenses if applicable (if due to no fault by Schindler, partial charge may apply if shared responsibility)
 - e. Storage: \$600 per week, per unit, if required due to job site not being ready by requested delivery date.
 - f. Installation via generator power will drive an additional cost of \$4,150 for labor inefficiency.
- 11) Sidewalk or street closure permits are not included in our bid. We have assumed adequate ingress/egress into the building with rollable access and a staging area adjacent or with 50' of the elevator shaft.
- 12) If the site is not ready once equipment is ready to ship from our distribution center, you will assume storage costs and grant us an extension of time for the delays produced by this event.
- 13) (If required) Conduit to remote locations for elevator status or emergency power panels from machine/controller rooms and hoistways is by others.
- 14) We include our standard submittal package (drawings, color charts, samples) and will provide two (2) standard O & M manuals with one (1) set of wiring diagrams, at project completion, per unit.
- 15) A payment and performance bond has not been included. This can be added at the rate of 1.5% of the base bid amount.

Schindler Elevator Corporation

Traction Elevator Specification Summary

NREL - Control Center
19001 W. 119th Avenue
Arvada, CO 80007

Project Information:

Opportunity ID: 0202820712-A-A
Unit(s) in Estimate: 01
Units in Bank: 01
Product Code: 470
Sales Office: 9649
Installation Office: 9649

Sales Rep Information:

Jay Ferguson
6950 West Jefferson
Suite 210
Lakewood, CO 80235
Phone: (720) 376-0052
jay.ferguson@schindler.com

Product:	Schindler 3300	Opening Size:	4 Ft. 0.00 In. X 8 Ft. 0.00 In.
Application:	3300 MRL	Cab Height:	9 Ft. 0 In.
Capacity:	4000 lbs Hospital Service - Class A	Cab Type:	3300
Speed:	150 FPM	Pit Depth:	4 Ft. 0 In.
Travel:	16 Ft. 0.00 In.	Overhead:	13 Ft. 10 In.
Cwt Location:	Side	Inside Cab Width:	5' 4 1/4"
Stops:	2 (2 Front / 0 Rear)	Inside Cab Depth:	7' 8 1/2"
Power Supply:	480 Volts 60 Hz 3 Phase	Hoistway Width:	7 Ft. 6.00 In.
Sprinklers In Hoistway:	N	Hoistway Depth:	9 Ft. 9.00 In.
Doors:	Two Speed Side Opening	Seismic Equipment:	N
	01 LH	NFPA Code Year:	2016
IBC Year:	2018	ANSI Year:	2019

Cab:

Cab Walls LH Side: 441 #4 Stainless Steel
Cab Walls RH Side: 441 #4 Stainless Steel
Cab Walls Rear: 441 #4 Stainless Steel
Base, Frieze, Reveal: None
Front Return, Transom: 441 #4 Stainless Steel
Cab Doors: 441 #4 Stainless Steel
Canopy: Schindler
Ceiling Type: LED Down Light - Round Spots
Ceiling Finish: Stainless Steel 441
Cab Sill Type: Aluminum
Sill Extensions
Handrail Type: Straight Rectangular
Handrail Finish: Brushed Aluminum
Handrail Location: Sides & Rear
Handrail Row Qty: 1
Platform Recess: 0.750
Protective Pads: 1 Set(s)
Protective Pads Source: Schindler
Cab Finished Floor: Other

Cab Fixtures:

Type: Standard
Finish: Stainless steel 301
(1) L.E.D. Car Position Indicator
1 Main COP
(1) Car Lantern(s)

Features:

Visual Comm. device per IBC 2018/A17.1-2019
3D Door Detection
Audible Gong (Std)
Infrared Door Protection (Std)
Phase Monitor Relay (Std)
Independent Service/HES (Std)
Top Exit Lock
Car Cardreader Provisions: Card Reader by Others
V35 Door Operator
T127 Rails
Keyed Emergency Stop Switch
Top Exit Switch
ADA Compliant Phone
Sliding Guide Shoes
1 Speed Fan
2 Hoistway Access Switches
Firefighter's Service Phase 2
Class B Fire Rating For Cab
Top Exit Guard
Smoke Detector Provisions
1 Intermediate Support - by Customer
Intermediate Support(s): 1
Automatic Evacuation
Pit Ladder Source: Schindler
STM - With Fire Retardant
Regenerative Drive (PF1)

Entrances:

Emergency Escutcheons
Doors:
(2) 441 #4 Stainless Steel
Frames:
(2) 441 #4 Stainless Steel
Sills:
(2) Aluminum
Sill Mounting:
(2) Easy Match

Hall Fixtures:

Hall Fixtures Type:
STD-Jamb Mounted
Hall Fixtures Finish:
(2) Stainless steel 301 Push Buttons
(1) Separate FER Switch
(2) Combination H.L. & P.I.

New Product Service:

12 Months, 8 Hours Callback

Visit Our Website at www.us.schindler.com

Schindler Elevator Corporation
6950 W JEFFERSON AVE STE 210
LAKEWOOD CO 80235-2334



Contract Requirements:

This proposal is based on furnishing our standard equipment as defined by the specification summary, in accordance with our attached standard terms and conditions. This proposal will become part of our agreement with you for this work.

We will require receipt of this fully executed proposal, including any attached amendments, final approved drawings, along with payment for pre-production and engineering costs equal to 50% of the above price prior to the release of the elevator equipment for fabrication.

You may indicate your acceptance of our proposal by signing below and returning this document to me. Upon execution this will become the final contract and will be binding to all parties.

Attached terms and conditions are fully incorporated.

Please note our proposal is valid for 30 days.

Respectfully submitted,

Schindler Elevator Corporation

Jay Ferguson
New Installation Sales

ACKNOWLEDGED AND ACCEPTED BY

For:

Schindler Elevator Corporation

By: _____
signature

print name

Title:

Date: ___ / ___ / ___

By: _____

Title: _____

Date: ___ / ___ / ___



TERMS AND CONDITIONS

This Proposal is made subject to the following conditions:

- 1 A mutually agreeable form of contract (fully executed before a manufacturing date can be established in our factory) which includes the following provisions.
- 2 Our indemnity obligation will be limited to the extent of our negligence.
- 3 We will not be liable in any event for direct damages in excess of the amount of our Subcontract, whether in contract or in tort, nor in any event for special, indirect, consequential or liquidated damages of default or delay.
- 4 The purchaser agrees to accept in satisfaction of insurance requirements for the project a standard Schindler Certificate of Insurance with "per occurrence" limits not to exceed \$2 million. Schindler will not name additional insureds.
- 5 Schindler will participate as an insured in an OCIP/CCIP (Owner's / Contractor's Insurance Program), provided it is at no cost to Schindler, and under such circumstances we will provide additional insured coverage for offsite operations and auto liability only.
- 6 Partial waivers of lien for payments received by Schindler will be issued on a mutually agreeable form if the Purchaser so requests in writing. Schindler shall issue a full waiver of lien on a mutually agreeable form after the receipt of all monies to which it is entitled under this Agreement if the Purchaser so requests in writing.
- 7 Agreeable terms of payment shall be established in accordance with the following payment schedule: 50% of the above sum upon presentation of initial invoice; 95% progress payments based upon work in place and materials delivered and stored on or off site; balance for each unit completed within 30 days of completion of that unit hereunder. Payment of the initial invoice is a condition precedent to manufacture of materials. Payment of at least 90% is a condition precedent to equipment turnover.
- 8 Work shall be performed by Schindler during regular working hours on regular working days, and overtime by Schindler will be compensated at Schindler's standard rates.
- 9 You will have the hoistway/wellway in a safe and proper condition and in conformance to the dimensions contained in the final approval drawings.
- 10 A formal change notice must be processed for all storage fees prior to delivery to the project site. You agree to pay any other increase in cost resulting from delays in construction.
- 11 Satisfactory reference as to credit must be furnished including bank and bonding company references.
- 12 You agree to pay, as an addition to the price stated herein, the amount of any federal excise tax, state and local sales, use or transaction tax, or increase of any tax, or similar charges based upon the sale, use, ownership or possession of materials and/or equipment imposed by any law enacted after the date of this proposal, or imposed upon you by any existing law. In the event of legislative change to the applicable tax rates, including but not limited sales tax, use tax, excise tax, privilege tax, transaction tax and similar charges, Supplier reserves the right to adjust the contract price accordingly.
- 13 In the event the customer claims an exemption from sales and/or use tax the customer shall provide a valid executed exemption certificate.
- 14 In the event you claim an exemption which Supplier accepts in good faith and it is later determined by a taxing authority that such exemption does not apply, Schindler reserves the right to adjust the contract price to reflect the change.
- 15 Customer shall pay any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of the delay or failure, caused by the Customer, to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Supplier.
- 16 If either Party is audited by a taxing authority or other governmental entity in connection with taxes under this Taxes Section, the other Party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.
- 17 In the event of governmental changes to applicable tariffs, Schindler reserves the rights to adjust the contract price accordingly to account for all additional cost impacts.
- 18 If the work for the above project does not proceed for any reason, we will be paid for costs incurred plus a reasonable mark-up for overhead and profit.



- 19 Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.
- 20 Should latent or concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Purchaser, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this contract be encountered the contract price and time shall be equitably adjusted by change order upon claim by either party made within 20 days after the first observance of the conditions.
- 21 Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.
- 22 Risk of loss of materials and equipment shall pass to Purchaser upon delivery of materials to the site. Title to materials and equipment shall pass to Purchaser upon payment by Purchaser to Schindler.
- 23 The amount set forth in Article 2 of the section titled "Project Specific Qualifications and Clarifications" of the Agreement is based upon Schindler's work being performed during regular working hours of regular working days. Purchaser may require overtime subject to Schindler's ability to comply, and Schindler shall be compensated for such work at its standard billing rates. Changes in the scope of work must be agreed upon in writing and the schedule and contract amount adjusted accordingly.
- 24 Notwithstanding anything to the contrary set forth herein, Schindler warrants that the work supplied hereunder will comply with the specifications and that there will be no defects in materials and workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is earlier. The equipment furnished and installed under our Agreement requires maintenance service, such as periodic examinations, lubrication and adjustment by competent mechanics, specially trained to service said equipment. Our guarantee is not intended to take the place of this normal servicing of the equipment and it is not to be construed that we will provide maintenance service of this type, without charge, except as may be provided in our contract, or that we will correct, without charge, breakage, maladjustment or other issues arising out of maintenance provided by others. Schindler's sole duty under the warranty is to correct the nonconformance or defect at Schindler's expense within a reasonable time after the receipt of notice. The express warranties contained herein are in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, purchaser's remedies hereunder are exclusive.
- 25 If either party shall default in the performance of its obligations hereunder, the nondefaulting party may send written notice reasonably describing the default. If the defaulting party does not commence to take reasonable steps to cure the default, within 10 days of the date of such notice, the nondefaulting party may terminate upon 10 days further notice.
- 26 Schindler shall be responsible for maintaining job progress in accordance with a schedule of performance mutually agreed upon by Schindler and Purchaser. Any change to the schedule of work shall require Schindler's consent.
- 27 Change Notices must be received and fully executed prior to Schindler Elevator Company performing any additional work outside the scope of the base contract. Written or verbal notices will not be accepted as a substitute for a fully executed change notice.
- 28 Schindler reserves the right to make technical modifications - in conformity with technological progress and/or safety regulations - to the products and/or to replace the components with components of equal or superior quality at any time until delivery and without further notice.
- 29 We reserve the right to modify price and schedule without penalty due to (1) material or component shortages; and/or, (2) increases in inflation rates based upon the S&P Material Price Index (MPI).



SCHINDLER BID CLARIFICATIONS PREPARATORY WORK BY OTHERS FOR TRACTION ELEVATORS

Installation work shall be performed during regular working hours of regular working days after hoistway(s) and machine/control room(s) have been properly prepared as described in the following items. All items must be performed or furnished at no cost to Schindler Elevator Corporation ("Schindler") by the Owner or General Contractor or their agents in accordance with all governing codes. The price and installation schedule of Schindler is based on these job-site conditions existing at the beginning and during the installation of the elevator equipment.

All work must be performed per the latest applicable revision of the national (ASME A17.1 or CSA B44) and/or local codes.

1.0 Job Conditions

- 1.1 Acceptable material unloading area within 25ft of hoistway with "rollable" access (planked or paved) or uninterrupted use of a crane or forklift and operator at no cost to Schindler. Dry and enclosed storage area of adequate size for elevator materials near hoistway. Any warranties provided by Schindler for elevator equipment are null and void if equipment is stored in a manner that does not comply with the requirements as defined above.
- 1.2 Power for construction adjacent to hoistways and machine/control rooms (110/220 volt, single phase, for welders and hoists) and sufficient 3-phase power to run elevator(s) at the same time. Refer to section 2.0 electrical and "Schindler Power Data" sheet. The power for construction and permanent 3-phase power must be installed and available prior to the start of elevator installation
- 1.3 All work areas, including hoistway, machine/control room and pit, clear of debris. Maintain minimum temperature of 55°F (13°C). Adequate work area in front of ground floor entrance required. Proper lighting of work areas.
- 1.4 Freestanding and removable construction barricades (per OSHA requirements) either outside of elevator hoistway(s), open hoistway top or between elevators inside of hoistway(s) as required. Barricades located 24" (0.61m) in front of the hoistway openings (refer to the "hoistway preparation" sheet). Openings include landing accesses, open hoistway top (if slab not built) and in general any other opening which may create falling hazard into the hoistway. Barricades shall be erected, maintained, and removed by others.
 - a. Protection from Falls - As required by the (OSHA) 1926.502 B) (1-3) a freestanding removable barricade at each hoistway opening at each floor. Barricades shall be 42" high, with mid-rail and kick board, and withstand 200 lbs. of vertical and horizontal pressure
 - b. Protection from Falling Objects - As required by the (OSHA) OSHA 1926.502(j) hoistway protection from falling debris and other trades materials by either:
 - 1 8 foot screening/mesh in front of all elevator entrances or
 - 2 Secured/controlled access to all elevator lobbies (lock and Key) with posted Notice only elevator personnel beyond this protection
- 1.5 A temporary work platform is required for installation of the elevator. It is to be constructed at the top floor of each traction elevator. It must comply with applicable governing codes & regulations. The platform shall be securely fastened to the building structure. Erection, maintenance, and removal are by others. (refer to Schindler layout "Hoistway Preparation")
- 1.6 A crane, provided and paid for by others, may be requested to place the machine, controller, and machine supports (where applicable) into the machine/control room or hoistway overhead prior to enclosing these areas. Coordinate with Schindler field supervisor
- 1.7 Furnish adequate on-site refuse containers for the proper disposal of elevator packaging material. If adequate containers are not furnished, disposal of packaging material shall become the responsibility of the owner.

2.0 Electrical

- 2.1a Provide a lockable, fused disconnect switch or circuit breaker suitable for 3- phase power for the elevator control and a separate lockable, fused disconnect switch for car lighting circuit for each elevator. Locate and mark with appropriate signage (national electrical code (NFPA 70 Rules 620-22, and 620-51 to 620-53) or (CSA C22.1-02 Sections 38-022, and 38-051 to 38-053)). Additional requirements: if a sprinkler system is located in the hoistway or control room, the disconnects must be NEMA 1 compliant and the building shall provide a shunt trip activation of the main disconnect triggered by contacts of the fire recall initiating devices (as defined by NFPA). These devices, located in the hoistway or control room, shall provide independent disconnection of electrical power to both main and auxiliary circuits prior to sprinkler activation (A17.1-2000 Rule 2.8.2.3, A17.1-2007 Rule 2.8.3.3.2 and/or local code). Refer to "Schindler Power Data" sheets and this section.
- 2.1b If the controller and drive unit are mounted in the hoistway than an ADDITIONAL lockable wall-mounted non-fused disconnect switch in the hoistway, to be located adjacent to the motor controller. This disconnect must also a) be lockable in the closed position with a locking mechanism that cannot be removed from the device and b) have an auxiliary (dry) contact that is positively driven and opens when the switch is opened (see also NFPA 70 req. 620 51 (C)(1) or CSA C22 1 req 38-051 (6))
- 2.2 Provide suitable feeder and branch wiring circuits from the building service to the controller, including main line switch, for signal systems, power operated doors, car lighting and convenience outlets. Refer to "Schindler Power Data" sheets and this section.
- 2.3 A permanent lighting fixture shall be provided and conform to A17.1-2.2.5. It shall provide illumination of 100lx at the pit floor and the pit platform, when provided. The light bulb should be externally guarded against breakage. Light switch to be provided that is accessible to pit access door. In addition to a light in the pit a GFCI convenience outlet shall be installed in the pit (NEC (NFPA 70 Rules 620-85) or (CSA C22.1-03 Section 38-085)).
 - a. Pit - A permanent lighting fixture shall be provided and conform to A17.1-2.2.5. It shall provide illumination of 100lx at the pit floor and the pit platform, when provided. The light bulb should be externally guarded against breakage. Pit light located as defined on sheet 3 of 8, no less than 32" [0.81m] below bottom landing. Light switch to be provided that is accessible to

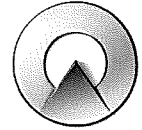


- pit access door. In addition to a light in the pit a GFCI convenience outlet shall be installed in the pit (NEC (NFPA 70 Rules 620-85) or (CSA C22.1-03 Section 38-085))
- b. Machine / Control Space (if provided) - A permanent lighting fixture shall be provided for machine spaces, machine rooms, control spaces, and control rooms and conform to A17.1 2.7.9.1. It shall provide illumination of 200lx at floor level, standing surface of working platform or at the level of the standing surface when the car is in the blocked position. Light bulb should be externally guarded against breakage. Light switch to be provided that is accessible at the point of entry
 - c. Floor Landings - A permanent lighting fixture should be provided for illumination at the landing sill conforming to A17.1 2010 2.11.10.2. It shall provide illumination of 100lx at the landing sill. Refer to "Schindler Power Data" sheets and this section.
- 2.4 Provide emergency power transfer switch and power change pending signals as required to master control in machine/control room
 - 2.5 Provide emergency power generator and automatic transfer switch(es) with feeders from ATS contacts to elevator controls. Conduit with fish tape, between control rooms/spaces where sequenced elevator operation is required due to generator capacity.
 - 2.6 Follow Schindler Power data provided with construction layouts. Where specified include main and auxiliary disconnects (JH and JH1) in code-approved location as directed
 - 2.7 Where appropriate, provide a lockable 13.5" x 15.5" x 3.5" (minimum) metal cabinet with group-1 key to house required electrical schematics and maintenance history documents, wall mounted adjacent to the disconnect switch (by others) at the top landing. The supplier, location, and mounting of the cabinet shall be coordinated with Schindler
 - 2.8 NFPA 72 (Fire Apparatus Code) req. 6.1.5.2.2 requires the fire control panel relays that provide the dry contacts to the controller not be located more than 3 feet from the inspection and test panel jamb (where provided).

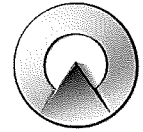
3.0 Hoistway

- 3.1 Hoistway dimensions are always nominal without building tolerance. Clear, plumb, hoistway with variations not to exceed
 - a. Only for a Schindler 3300: +1in - 0in (25mm - 0mm) up to first 100ft (30.5m); Tolerance may increase +1/32in (0.8mm)
 - b. for each additional 10ft (3.05m) up to a maximum of + 2in (50mm)
Only for a Schindler 5500 / Other: +/-1in (+/-25mm) for the first 262ft (80m) rise. Above 262' (80m), a tolerance +/- 1-3/4in (+/- 45mm) is specified. The tolerance of the shaft hoistway is split evenly between front/rear and left/right from the clear hoistway as defined
- 3.2 Hoistway enclosure to be fire rated per national code requirements and applicable building codes (Rule 2.1.1). Hoistway, pit, and overhead dimensions to be as specified on Schindler final layout drawings.
- 3.3 Where there is a blind hoistway, an emergency door shall be installed at every third floor, but not more than 36ft (11m) from sill to sill. The clear opening must be at least 28" (700mm) wide and 80" (2030mm) high.
- 3.4 75° bevel guards on all projections, recesses or setbacks over 4" (100mm), except on side used for loading/unloading.
- 3.5 Provide venting of the hoistway per national code requirements and applicable building codes (Rule 2.1.4)
- 3.6 Dried-in hoistway(s) and machine/control room(s).
- 3.7 If machine room less (MRL) elevator with rear counterweight: Hoistway top open, to allow installation of overhead beams and machine with crane
- 3.8 Firefighter service access elevators are not permitted to have sprinklers in the hoistway or machine room per IBC. Means to prevent water from entering must be installed e.g. lobby construction. A permanent light fixture should be provided to illuminate the entire hoistway, not less than 1 foot-candle (1lx) when a fire protection device is activated per IBC. Emergency power must be provided and protected to maintain a 2-hour fire rating. The building mains and other wiring critical to phase 2 must maintain the 2-hour fire rating.
- 3.9 Where there is a blind hoistway, an emergency door shall be installed at every third floor, but not more than 36' (11m) from sill to sill. The clear opening must be at least 28" (700mm) wide and 80" (2030 mm) high (Rule 2.11.1.2).
- 3.10 Clear, flat, vertical or horizontal surfaces for mounting rail brackets at each floor, in overhead, and intermediate levels (if required) in the same vertical plane as the clear hoistway line. This includes divider beams between Elevators for multiple elevators in a common hoistway. Rail bracket supports shall not intrude into the clear hoistway line. If applicable, intermediate bracket supports between floor(s) and in the overhead area may be required: Refer to Schindler final layout drawings for maximum bracket spacing and actual support locations.
- 3.11 For masonry block hoistway construction, Schindler will provide rail bracket inserts for installation by others, located in accordance with the Schindler final layout drawings. Where inserts are not used, hollow masonry blocks are not acceptable for bracket fastening; a concrete belt around hoistway or other acceptable support at each floor, in overhead and intermediate levels (if required) has to be provided. Minimum slab thickness ranges from 8 1/4" (210mm) to 18 1/8" (460mm) depending on bracket characteristics.
- 3.12 For NYC jurisdictions that require access to the governor (MRL applications) from outside the hoistway provide a governor access door for each car. It shall be self-closing, self-locking and operable from inside without a key. It must be located in such a way to allow authorized elevator personnel to access the governor accordingly. Consult final layout drawings for required door sizes and locations.
- 3.15 The General Contractor will provide sprinklers in the hoistway

4.0 Hoistway Front



- 4.1 Blockout/cutout through wall as required, to accommodate hall button boxes, signal fixtures, and hoistway duct. Provide for any repairs such as grouting, patching, painting, or fire proofing. Coordinate blockout/cutout with Schindler field supervisor
 - 4.2 If machine room less (MRL) application, hoistway front wall on overhead area has to support the weight of the electrical components fixed to this wall. GC to provide structural reinforcements where necessary (e.g. drywall construction) certain configurations may require a pocket recess above the top landing door. Refer to Schindler layout "Hoistway Preparation" for details
 - 4.3 Installation of door frames and sills, for masonry hoistway walls at entrances, provide rough opening of 8" (203mm) on each side, and 8" (203mm) on top of clear opening, referenced from the final floor level, for drywall hoistway walls at entrances: If floor height exceeds the clear door height + 28" (+ 700mm), additional structural support at CDH + 28" (+ 700mm) to be installed for entrance strut angle attachment. Walls are to be built after doorframes and sills are set in place.
For sill support fixation: An 8" (203mm) flat vertical surface is required below each landing level to fasten the sill support.
 - 4.4 Entrance wall at the hoisting floor should be open the clear width of the hoistway. The hoisting floor is the floor designated to bring elevator equipment into the hoistway for installation.
 - 4.5 Grouting around entrance frames and finished floor and grout to sill line after installation of entrance.
 - 4.6 If applicable, for vertical bi-parting freight entrances, provide channel frames and sills at all openings along with separate disconnect switch and feeder to door control panel. Channel frames to be plumb within 3.2mm (1/8") for every 2.4m (8ft).
- 5.0 Machine/Control Space**
- 5.1 Machine/Control rooms shall have clear headroom of not less than 95 3/4" (2.4m). Access to the machine/control room and machinery space (Rule 2.7.3). Door(s) shall be self-closing, self-locking and operable from inside without a key. For machine room less (MRL) with control space, means a space will be provided to keep the control space door(s) open when required for installation and/or service. Minimum door size 30" x 80" (0.75m x 2.03m) (Rule 2.7.3.4). Consult Schindler final layout drawings for required door sizes.
 - 5.2 Where machine/control room(s) are remote from the hoistway, electrical duct runs will be in the overhead/ceiling area. No provisions are made for underground installation.
 - 5.3 GFCI convenience outlet and telephone outlet located in machine/control room for each elevator (National Electrical Code (NFPA 70 Rule 620-85) or (CSA C22.1-02 Section 38-085)). Dedicated analog telephone line capable of outgoing or incoming calls for emergency phone system (Rules 2.27.1.1 and 2.27.1.2) or Schindler Ahead features ("SA")
 - 5.4 Lighting, ventilation, and heating of machine/control room, control space and machinery space (Rule 2.7.5)
 - a. Minimum lighting to be 200 lux (20fc).
 - b. The ambient temperature Landing Door Unit (LDU) / inspection and test panel, or remote control space must be
 - c. maintained between 32 and 104 Fahrenheit (0 to 40 Celsius)
 - d. The ambient temperature at the machine location must be maintained between 41 and 104 Fahrenheit (5 to 40 Celsius).
 - e. Heating and/or cooling may be required to maintain the required temperatures.
 - f. Acceptable humidity level shall be maintained at 95% or less non-condensing.
Coordinate size and location with Schindler field supervisor.
Refer to section 2.0 electrical and "Schindler power data" sheets for heat emissions.
 - 5.5 For machine room less (MRL) with control space applications, a 42" (1050mm) clear space must be provided in front of control space closet for service barriers. Corridor width must accommodate this requirement as well as any additional requirements imposed by ADAAG or other codes.
 - 5.6 Reinforced concrete machine room floor slab or grating must not be placed until elevator machinery is set in position (Rule 2.1.3). Level machine room floor: differences in levels of machine room and machinery-space floors shall be avoided where practical (Rule 2.1.3.6). Where there is a difference in level in such floors exceeding 16" (0.4m), a standard railing conforming to Rule 2.10.2 shall be provided. Machine/control rooms shall have clear headroom of not less than 84" (2.13m) (Rule 2.7.4.1).
 - 5.7 Hoisting beam(s), trap doors and other means of access to machinery space of adequate size for maintenance and equipment removal (Rules 2.7.3.4 and 2.9.3.3). Hoisting beam(s) in each shaft located and load rated per Schindler final layout drawings. Lifting points or beam(s) shall be visibly marked with the safe working load.
 - 5.8 Adequate supports for machine beams where required, including wall pockets and patching after beams are set in place (Rules 2.9.1 to 2.9.6). Building interface and mounting of beams to be per Schindler requirements as indicated on final layout drawings.
 - 5.9 The allowable deflections of machinery and sheave beams and their immediate supports under static load shall not exceed 1/1666 of the span (Rule 2.9.5).
 - 5.10 When structural concrete slab mounting for machines is specified, the structural engineer (g.c.) must confirm that structural concrete slab (typically 12 inches (0.3m) thick with re-bar) is designed in accordance with ASME A17.1 safety code for elevators and escalators (Section 2.9 Machinery and Sheave Beam, Supports and Foundations). Stress requirements and deflection requirements must meet ASME A17.1 code (Rules 2.9.4 to 2.9.6). Slab blockouts, coordinated with Schindler, to be provided in the structural slab by G.C. to accommodate car & governor rope drops, wire raceway, target holes, and rail stacks (where applicable). Schindler will provide a template indicating where blockouts are to be located in the slab, which must be precisely followed
 - 5.11 Class "ABC" fire extinguishers in electrical machinery and control space. Extinguishers shall be located convenient to access door (Rule 8.6.1.6.5).
- 6.0 Pit**



- 6.1 Dry pit reinforced to sustain vertical forces from rails and impact loads on buffers (Rule 2.2.2). Car and counterweight buffer impact loads as calculated (Rule 8.2.3). Refer to Schindler final layout drawings.
 - 6.2 Adequate sealing and waterproofing of pit. Effective prevention of pit exposure to storm water or ground water
 - 6.3 A pit access door must be provided if the access to the pit is other than the bottom terminal floor. The pit access door provided must be in accordance with A17.1 2010 Section 2.2.4.5 and 2.2.4.6.
 - 6.4 Where there is a difference in level between the floors of adjacent pits, a metal guard shall be installed not less than 79" (2m) above the level of the higher pit floor (Rule 2.2.3.1). Where the difference in level is 24" (0.6m) or less a standard railing conforming to Rule 2.10.2 shall be permitted (Rule 2.2.3.2).
 - 6.5 Drains & sumps in elevator pits, where provided, shall comply with the applicable plumbing code and they shall be provided with a positive means to prevent water, gases and odors from entering the hoistway. Sumps and sump pumps in pits, where provided, shall be covered. The cover shall be secured and level with the pit floor (Rules 2.2.2.4 and 2.2.2.6) and should be located to clear elevator equipment (cannot be connected directly to storm drain or sewer).
 - 6.6 GFCI convenience outlet and light fixture with guard in pit. (National Electrical Code (NFPA 70 rules 620-85) or (CSA C22.1-02 section 38-085)) Minimum lighting to be 100 lux (10fc). (Rule 2.2.5)
 - 6.7 **Pit ladder will be furnished and installed by Schindler** for each elevator in compliance with Rule 2.2.4.2. Locate per Schindler final layout drawings. If the distance between the lone car rail and clear hoistway (sf) is less 3.5" (90mm) then a pocket must be provided for pit ladder. All walk-in pits must follow the requirements of Rule 2.2.4.4. The minimum distance from the pit ladder top rung, cleat or stop to the top of the pit ladder or handhold shall not be less than 48" (1.2m) above first landing.
 - 6.8 In elevators equipped with Firefighter's Emergency Operation, a drain or sump shall be provided, located in a pit floor area free from elevator equipment. The sump pump/drain shall have the capacity to remove a minimum of 50 GPM (11.36m /hr) per elevator (Rule 2.2.2.5) and has to be covered. The cover shall be secured and level with the pit floor.
- 7.0 Provisional Handover and Turnover Requirement**
- 7.1 Temporary Service: Schindler shall be reimbursed for any labor and material that is not part of the permanent elevator installation and that is required to provide temporary elevator service. Schindler's temporary acceptance form shall be executed and the elevator inspected before being placed into temporary service. The costs associated with the power, operation, maintenance, and rehabilitation of the equipment and any construction permits or fees required by governing authorities shall be paid for By Others.
 - 7.2 In addition to the above, the following work must be completed before elevator(s) are placed into automatic operation. (Prior to code required municipal authority inspection, refer to Schindler acceptance inspection standard form).
 - a. Finished cab flooring and if applicable, fitting of interior cab walls and/or ceiling.
 - b. Machine/control room to comply with code and to suit Schindler standard equipment. Proper machine/control room dimensions and safety clearances to be provided as indicated on Schindler final layout drawings with recesses and ducts to be covered as required. Proper stairways or steps and guardrails to be provided. Proper lockable fire rated door, self-closing and self-locking with label to be provided (Rules 2.7.3 & 2.11.14).
 - c. If applicable, smoke and/or heat detectors with signals to elevator controller(s)
 - d. If applicable, emergency power generator and automatic transfer switch with capacity to run at least one elevator at a time.
 - e. Seal all penetrations through 2-hour (or greater) rated walls with code approved material. Drywall liner behind all wall mounted hall fixtures. Penetration permitted by IBC 2012 Section 713.8.1 must be protected according to Section 713. Any penetration due to formed or poured concrete (e.g. block out) must be backfilled according to IBC.
 - f. Cab light circuits and all receptacles installed in machine/control rooms, machinery spaces and pits must have ground fault circuit interrupter protection (GFCI) (NEC 620 or CSA 38).
 - g. If applicable, conduit and wire runs from elevator(s) to remote status panel.
 - h. If applicable, conduit and wiring for fire alarm system to each elevator control in machine/control room.
 - i. If applicable, conduit and wire runs for emergency/rescue communications in central alarm & control facility, fire control room, security desk, etc.
 - j. If applicable, conduit and wire runs for remote alarm bell from machine/control room to remote location.
 - k. Adequate lighting of building corridors so that illumination at the landing sill is minimum 100 lux (10FC) (Rule 2.11.10.2).
 - m. Guarding of counterweights in multi-elevator hoistways: when a counterweight is located between elevators, the counterweight runway shall be guarded on the side next to the adjacent elevator (Rule 2.3.2.3).

You agree to indemnify and save Schindler harmless against any and all liability and costs arising out of your failure to carry out any of the foregoing requirements.



January 10th, 2023

Willis of New York, Inc.
One World Financial Center
200 Liberty Street, 6th floor
New York, NY 10281

Account: Schindler Enterprises, Inc. & Schindler Elevator Corporation & Slade Industries, Inc.
2023 Renewal
RE: Experience Modification

To whom it may concern:

Please find the following experience modifications for Schindler Enterprises, Inc./ Schindler Elevator Corp. for the five (5) year policy period.

Experience Modifications factors are subject to change.

STATE	ID NUMBER	01/01/2019 01/01/2020	01/01/2020 01/01/2021	01/01/2021 01/01/2022	01/01/2022 01/01/2023	01/01/2023 01/01/2024
NCCI	910089927	0.69	0.67	0.78	0.79	.77
New Jersey	195426	0.716	0.495	0.383	0.430	.606
Michigan	142-106-9A	0.69	0.69	0.73	0.74	.77
Pennsylvania	31113	0.800	0.805	0.77	0.679	.69
California	1-57-54-32	0.60	0.62	0.55	0.52	.52 (Tentative)
Delaware	31113	0.971	0.982	N/A	N/A	N/A
New York						.57

Sincerely

DocuSigned by:
Dan Ovadia

Dan Ovadia

Senior Underwriter
Zurich North America
U.S. Commercial Insurance
339-221-4438

National Renewable Energy Laboratory
ENVIRONMENT, SAFETY, AND HEALTH
OFFEROR OR LOWER-TIER SUBCONTRACTOR RISK EVALUATION WORKSHEET

OFFEROR OR LOWER-TIER SUBCONTRACTOR INFORMATION

Offeror (or Lower-Tier Subcontractor) Schindler Elevator Corporation

Date of Submission 3/3/2023

Policy Period 2022

North American Industry Classification System Code

RISK EVALUATION

Initial Review and Acceptance. Offerors and their lower-tier subcontractors are required to meet NREL-acceptable environment, safety, and health (ESH) qualification criteria prior to being awarded a subcontract or lower-tier subcontract to perform work at an NREL site. NREL considers a three-year average experience modification rate (EMR) of less than or equal to 1.00 **AND** a "No" response to questions 2, 3, and 4 to be acceptable.

Additional Evaluation and Assessment. Offerors or lower-tier subcontractors that report a three-year average EMR above 1.00 **OR** have responded "Yes" to questions 2, 3, and/or 4 are required to provide responses to questions 5 and 6 below. The ESH point of contact will evaluate and assess the offeror's or lower-tier subcontractor's additional responses to determine offeror or lower-tier subcontractor acceptability. However, NREL reserves the right to consider additional information requested by NREL used to determine whether the offeror or lower-tier subcontractor is accepted or rejected.

1. **Submit your EMR.** List your firm's workers' compensation insurance interstate EMR for the immediate past three years, current year, and three-year average (use intrastate rating if interstate rating is not available). Provide documentation in the form of a letter by your insurance company written on their letterhead indicating your EMR including policy period.
2. **Occupational Safety and Health Administration (OSHA) Citations.** Has your firm received one or more OSHA citations in the last three years?
 Yes No
If yes, provide a written explanation for each incident in an attachment to this form.
3. **Fatalities, Multiple Hospitalizations, or Amputation(s).** Has your firm experienced a single work-related incident resulting in a fatality, inpatient hospitalization, loss of an eye, or amputation(s) in the last three years?
 Yes No
If yes, provide a written explanation for each citation in an attachment to this form.
4. **Environmental Record.** Has your firm received violations pertaining to federal, state, or local environmental standard, regulation, or statute in the last three years?
 Yes No
If yes, provide a written explanation for each violation in an attachment to this form.

If the offeror or lower-tier subcontractor reports a three-year average EMR of less than or equal to 1.00 **AND** has provided a "No" response to questions 2, 3, and 4, responses to questions 5 and 6 are not required.

If the offeror or lower-tier subcontractor reports a three-year average EMR above 1.00 **OR** has responded "Yes" to questions 2, 3, and/or 4, responses to questions 5 and 6 are required.

5. **Occupational Total Recordable Case (TRC) Rate Statistics.** List your firm's occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the TRC rate. The offeror must attach copies of the OSHA logs (OSHA 300 log and 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report.

NOTE. TRC rate is the number of OSHA recordable injuries and illnesses per 100 full-time equivalent (FTE) workers. The common exposure base enables one to make accurate inter-industry comparisons, trend analysis over time, or compare among firms regardless of size. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA recordable injuries/illnesses; 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by employees during the calendar year).

OSHA TRC Rate:

Year	# of OSHA TRC cases	Man-hours	Rate
2020			.67
2021			.78
2022			.77
Three-year average			.74

6. **Occupational Days Away/Restricted or Transfer (DART) Rate Statistics.** List your firm's DART rate for the past three full calendar years using the Bureau of Labor Statistics formula to determine the rate.

NOTE. The DART rate is a mathematical calculation that characterizes the number of OSHA recordable injuries and illnesses per 100 FTEs that resulted in days away from work, restricted work activity, and/or job transfers that a company has experienced in a given timeframe. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA injury/illness cases resulting in days away/restricted or job transfer (OSHA's Form 300, Columns H + I); 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by employees during the calendar year).

OSHA DART Rate:

Year	# of OSHA DART cases	Man-hours	Rate
2020	0		1.03
2021	0		1.06
2022	0		0.69
Three-year average			0

FOR NREL USE ONLY – OFFEROR OR LOWER-TIER SUBCONTRACTOR ACCEPTABILITY EVALUATION – DO NOT WRITE BELOW THIS LINE

Offeror or lower-tier subcontractor accepted

- EMR \leq 1.0 **AND** response to questions 2, 3, and 4 is "No"; or
- Other (provide explanation in comments)

Offeror or lower-tier subcontractor rejected

- EMR > 1.0
- Offeror or lower-tier subcontractor responded "Yes" to question 2, 3, and/or 4 (provide explanation in comments)
- OSHA TRC (provide explanation in comments)
- OSHA DART (provide explanation in comments)
- NREL past performance letters (provide explanation in comments and attach Acquisition Services letter)
- NREL past incident history (provide explanation in comments)
- Other (provide explanation in comments)

Comments

CERTIFICATION

A person authorized to make legally binding commitments on behalf of the offeror or lower-tier subcontractor must sign below. By signing below, the offeror or lower-tier subcontractor certifies, under penalty of law, that the responses provided in this worksheet are accurate.

Company/Organization Name Schindler Elevator Corporation

Signature X *Jay Ferguson* **Signer's Printed Name** Jay Ferguson

Title New Installation Sales **Date** 3/6/2023

Telephone Number 720-376-0052 **Email address** jay.ferguson@schindler.com



Fire Protection, Inc.
4892 Van Gordon St. #201
Wheat Ridge, CO 80033
(303) 328-7169

1/23/2023

E-Corp
1598 N. Hill Rd. Ste. B
Layton, UT 84041

RE: NREL – Flatirons Campus – 15013 Denver West Parkway, Golden, CO. 80401

Attn: John Stalder - Project Manager

John,

Thank you for the opportunity to provide you with a quality competitive bid for this project. This bid is based on documents received via email. Our bid will meet NFPA 13 and Local jurisdictional (GSA) Codes.

Scope: Provide design*, materials, installation, permit, and inspection for a new, wet fire sprinkler system and a Double Interlock sub-system in the SDAP Room. Sprinkler materials to be steel pipe and commercial type fire sprinklers.

Price: \$102,998.00

Exclusions: Painting, patching, fire caulk (sealing), smoke control, fire watch, underground water supply, marking, wiring, electrical, alarms, pumps and related equipment, anti-freeze, heat trace, monitoring, off-hours labor. BIM. COIN head, Use Tax. Soffits, or any type of framing. Provide existing conditions fire sprinkler drawings. Material price increases.

Design* by Veritas Fire Engineering.

Insurance certificates will be issued by our agent upon award of contract. Sentinel Fire Protection, Inc.'s General Terms and Conditions are part of our contracts.

Let us know how to proceed.

Thank you,

Lance Cochran
President



March 6, 2023

To: E-Corp

PLS Job # 23007

Attn: John

RE: NREL-Flatiron Campus-CCF

PLS Mechanical is pleased to provide a mechanical and plumbing proposal for the above referenced project. This proposal is in accordance with plans, specifications and addendums as defined below. All work is to be performed during standard business hours.

BASIS OF PROPOSAL

- 100% Design Drawings 04.25.2022
- 100% Design Specifications 04.25.2022
- Addendums: 1, 2, 3, 4

MECHANICAL BUDGET

- Base Bid:
- Add Option: Bid Bond if required

\$1,751,156
1.% of contract

PROVIDE and INSTALL

- Plumbing Systems:
 - Sanitary system to 5 feet outside of building
 - Storm system to 5 feet outside of building
 - Plumbing Fixtures
 - Refrigeration Piping (for mechanical related equipment)
 - Domestic Water System
 - Condensate
 - Plumbing insulation
- Mechanical VRF and HVAVR Systems:
 - Refrigeration Piping (for mechanical related equipment)
 - Refrigeration Piping for VRF System
 - Outdoor Units
 - Indoor Units
 - Branch Boxes
 - Insulation for the systems above
- Sheet Metal:
 - All ductwork to Include: Sound attenuators & Fire/Smoke dampers
 - GRD's & Slots as shown
 - All Mechanical Equipment
 - (1) DOAS, (5) CU, (12) AC, (16) FCU, (16) VAV, (1) BC-1, (1) EF, EUH,
 - Crane to Set PLS Equipment only
 - Duct Insulation
- HVAC Controls
- Commissioning Assistance
- Test & Balance

Project Specific Exclusions

Bond Premium
Demolition
Tax
Commissioning Subcontractor
Mock-Ups
Low voltage wiring (i.e. flush valves or faucets), conduit, boxes, EPO Switches, & disconnects
Removal, Replacement or Working through any Ceiling System
Repairs, adjustments or performance evaluations of existing equipment and systems
Engineering Fees
Quick Ship Fees
Any unforeseen problems or conditions
Concrete pads and concrete splash pads
Project site fees: sewer tap, water tap, dumpster
Lead Coordination Drawings, CAD and BIM
Cost for CAD or BIM Files from Architect or Engineer
Any work beyond 5'-0" lineal feet of service exit
Removal of spoils materials generated by PLS's excavation from the site
Lime treated soil and importing soil
Compaction testing
Asphalt damages and pavement replacement
Rock or frost excavation, dewatering or excavation of unforeseen buried objects
Dust/Noise mitigation
Water/Gas Meters, connection, tap and development fees
Sub drainage systems or sump pumps
Structural framing, framing or lintels for mechanical equipment or piping
Architectural caulking
Roof flashing and counter flashing
Engineered Structural Steel or Supports for Mechanical Equipment
Cutting or patching of roofs, walls, floors, ceilings or streets
Formed or poured in place concrete, concrete cutting, removal, replacement or patching
Duct Cleaning, PLS to utilize Clean Duct Protocol
Concrete X-Raying and Ground Penetrating Radar
Welding X-Rays
Any Repair or Replacement of Equipment attributed to Owners Maintenance Plan
Seismic Isolation and ATRP requirements
Painting
Architectural Louvers, PLS to provide Mechanical Louvers Only
Life Safety Systems
Control, Volume, Fire, Fire/Smoke, or Smoke Dampers as shown on the drawings only
Temporary Heating or Cooling, including extended warranty, maintenance, filter changes, etc.
Provide/Install Kitchen Equipment (refrigerators, coolers, freezers, cooking devices, service tables, etc.)
Fire Protection and/or Fire Service Entry
Electric Heat Tracing
Cathodic Protection
Electrical and/or Line Voltage Interlock Wiring
Disconnects, Starters, VFD's (unless specifically identified in the Mechanical Specifications)
Architectural Access Doors other than those identified in the Mechanical Specifications
Any work not specifically listed or shown in the above referenced specification sections and plan sheets

Proposal By:
Casey Skinner
Estimator
719-232-0185
PLS Mechanical

Valid For 90 Days

March 6, 2023

National Renewable Energy Laboratory
ENVIRONMENT, SAFETY, AND HEALTH
OFFEROR OR LOWER-TIER SUBCONTRACTOR RISK EVALUATION WORKSHEET

OFFEROR OR LOWER-TIER SUBCONTRACTOR INFORMATION

Offeror (or Lower-Tier Subcontractor)	PLS Mechanical
Date of Submission	3/7/2023
Policy Period	2/1/2024
North American Industry Classification System Code	238220

RISK EVALUATION

Initial Review and Acceptance. Offerors and their lower-tier subcontractors are required to meet NREL-acceptable environment, safety, and health (ESH) qualification criteria prior to being awarded a subcontract or lower-tier subcontract to perform work at an NREL site. NREL considers a three-year average experience modification rate (EMR) of less than or equal to 1.00 AND a "No" response to questions 2, 3, and 4 to be acceptable.

Additional Evaluation and Assessment. Offerors or lower-tier subcontractors that report a three-year average EMR above 1.00 OR have responded "Yes" to questions 2, 3, and/or 4 are required to provide responses to questions 5 and 6 below. The ESH point of contact will evaluate and assess the offeror's or lower-tier subcontractor's additional responses to determine offeror or lower-tier subcontractor acceptability. However, NREL reserves the right to consider additional information requested by NREL used to determine whether the offeror or lower-tier subcontractor is accepted or rejected.

- 1. Submit your EMR.** List your firm's workers' compensation insurance interstate EMR for the immediate past three years, current year, and three-year average (use intrastate rating if interstate rating is not available). Provide documentation in the form of a letter by your insurance company written on their letterhead indicating your EMR including policy period.
- 2. Occupational Safety and Health Administration (OSHA) Citations.** Has your firm received one or more OSHA citations in the last three years?
 Yes No
 If yes, provide a written explanation for each incident in an attachment to this form.
- 3. Fatalities, Multiple Hospitalizations, or Amputation(s).** Has your firm experienced a single work-related incident resulting in a fatality, inpatient hospitalization, loss of an eye, or amputation(s) in the last three years?
 Yes No
 If yes, provide a written explanation for each citation in an attachment to this form.
- 4. Environmental Record.** Has your firm received violations pertaining to federal, state, or local environmental standard, regulation, or statute in the last three years?
 Yes No
 If yes, provide a written explanation for each violation in an attachment to this form.

If the offeror or lower-tier subcontractor reports a three-year average EMR of less than or equal to 1.00 AND has provided a "No" response to questions 2, 3, and 4, responses to questions 5 and 6 are not required.

If the offeror or lower-tier subcontractor reports a three-year average EMR above 1.00 OR has responded "Yes" to questions 2, 3, and/or 4, responses to questions 5 and 6 are required.

- 5. Occupational Total Recordable Case (TRC) Rate Statistics.** List your firm's occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the TRC rate. The offeror must attach copies of the OSHA logs (OSHA 300 log and 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report.

NOTE. TRC rate is the number of OSHA recordable injuries and illnesses per 100 full-time equivalent (FTE) workers. The common exposure base enables one to make accurate inter-industry comparisons, trend analysis over time, or compare among firms regardless of size. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA recordable injuries/illnesses; 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by employees during the calendar year).

OSHA TRC Rate:

Year	2020	# of OSHA TRC cases	7	Man-hours	272226	Rate	5.143
Year	2021	# of OSHA TRC cases	6	Man-hours	185365	Rate	5.394
Year	2022	# of OSHA TRC cases	0	Man-hours	133483	Rate	0
Three-year average		3.512					

6. **Occupational Days Away/Restricted or Transfer (DART) Rate Statistics.** List your firm's DART rate for the past three full calendar years using the Bureau of Labor Statistics formula to determine the rate.

NOTE. The DART rate is a mathematical calculation that characterizes the number of OSHA recordable injuries and illnesses per 100 FTEs that resulted in days away from work, restricted work activity, and/or job transfers that a company has experienced in a given timeframe. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA injury/illness cases resulting in days away/restricted or job transfer (OSHA's Form 300, Columns H + I); 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by employees during the calendar year).

OSHA DART Rate:

Year	2020	# of OSHA DART cases	4	Man-hours	272226	Rate	2.939
Year	2021	# of OSHA DART cases	3	Man-hours	185365	Rate	3.237
Year	2022	# of OSHA DART cases	0	Man-hours	133483	Rate	0
Three-year average		2.059					

FOR NREL USE ONLY – OFFEROR OR LOWER-TIER SUBCONTRACTOR ACCEPTABILITY EVALUATION – DO NOT WRITE BELOW THIS LINE

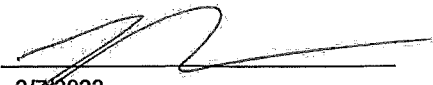
- Offeror or lower-tier subcontractor accepted
 - EMR \leq 1.0 AND response to questions 2, 3, and 4 is "No"; or
 - Other (provide explanation in comments)
- Offeror or lower-tier subcontractor rejected
 - EMR > 1.0
 - Offeror or lower-tier subcontractor responded "Yes" to question 2, 3, and/or 4 (provide explanation in comments)
 - OSHA TRC (provide explanation in comments)
 - OSHA DART (provide explanation in comments)
 - NREL past performance letters (provide explanation in comments and attach Acquisition Services letter)
 - NREL past incident history (provide explanation in comments)
 - Other (provide explanation in comments)

Comments

CERTIFICATION

A person authorized to make legally binding commitments on behalf of the offeror or lower-tier subcontractor must sign below. By signing below, the offeror or lower-tier subcontractor certifies, under penalty of law, that the responses provided in this worksheet are accurate.

Company/Organization Name Pipe Line Specialties Inc DBA PLS Mechancial

Signature X Signer's Printed Name 

Title President Date 3/7/2023

Telephone Number 7192320185 Email address brianc@plsmep.com



UNDERSTAND. SERVICE. INNOVATE.

USI Insurance Services, LLC
6501 S. Fiddlers Green Circle
Suite 100
Greenwood Village, CO 80111
www.usi.com
Phone: 303.837.8500
Toll-free: 800.873.8500
Fax: 303.831.5295

January 30, 2023

Re: Pipe Line Specialties, Inc.'s Workers' Compensation Experience Modifier

To Whom It May Concern:

Below is a summary of Pipe Line Specialties, Inc.'s NCCI Workers' Compensation experience modifiers for the renewal and 2 prior policy periods.

Rating Effective Date	Experience Modification Factor
2/1/2023	0.69
2/1/2022	0.85
2/1/2021	1.05

I certify that the factors shown above are accurate as of the date of this letter. Please contact me if you need additional information.

Thank you,

Jason Ray, ARM
Risk Analysis



March 6, 2023

E Corp
1598 N Hill Field Rd, Suite B
Layton, UT 84041, USA
Ph: 801-771-0933
E-mail: john@e-corp4u.com

Attention: John Stalder

Reference: NREL – Flatiron Campus – CCF REV-1
LMI#230021

Legacy Mechanical, Inc. proposes the pricing to furnish the necessary labor and materials to install the Mechanical and Plumbing work as interpreted by Legacy mechanical Inc. on the above referenced project in accordance with the following:

DRAWINGS: P-001, P-100~107, P-500, P-600P-800, P-900, M-001, M-100~109, M-500~504, M-600, M-601, M-610, M-611, M-612 dated 4-25-22

SPECIFICATIONS: Divisions 22 and 23 dated 4-25-22

ADDENDA ACKNOWLEDGMENT: #1 dated 1-11-23, #2 dated 1-17-23, #3 dated 2-17-23, #4 dated 3-6-23

INCLUSIONS:

1. Excavation and backfill for underground piping per drawings and specifications
2. Core drills and GPR as required for systems installed by Legacy Mechanical Inc.
3. Furnish and install below grade PVC roof drain, waste and vent piping per drawings and specifications
4. Furnish and install above grade cast iron waste and vent piping per drawings and specifications
5. Furnish and install black iron schedule 40 welded heating and chilled water piping for all sizes 2-1/2" and larger per drawings and specifications
6. Furnish and install type "L" copper chilled and heating water piping for all sizes 2" and smaller per drawings and specifications
7. Furnish and install type "ACR" refrigeration piping per drawings and specifications
8. Furnish and install above grade type "L" copper domestic water and condensate drain piping per drawings and specifications
9. Furnish and install schedule 40 black iron gas piping per drawings and specifications
10. Furnish and install plumbing fixtures and equipment per drawings (installation of all undermount sinks and lav's by others)
11. Furnish and install roof top unit, AC units, condensing units fan coil units, variable air volume boxes, exhaust fan, electric unit heaters, snorkel arm, sound attenuators, fire smoke dampers, dampers, grills, registers and diffusers per drawings and specifications
12. Furnish and install galvanized lined concealed and exposed rectangular and round outside air, supply air, exhaust air and return air associated with DOAS-1 per drawings and specifications supply/return and wrapped round supply and return air duct per drawings and specifications
13. Furnish and install galvanized exhaust ductwork per drawings and specifications
14. Hoisting of equipment provided by Legacy Mechanical, Inc.
15. Duct leak testing per specifications
16. CADD coordination drawings
17. Mechanical insulation
18. Sterilization
19. Temperature controls
20. Test and balance
21. Permits

EXCLUSIONS:

1. Bond Premium
2. Prime and finished painting
3. Electrical work
4. Formed and/or poured concrete
5. Clean-up: Legacy Mechanical will pick up our identifiable trash and deposit in a dumpster furnished by others. We will not participate in composite clean-up crews or accept any cost
6. Cutting, patching, removal and replacement of existing construction to facilitate the installation of the mechanical and plumbing work, including removal of concrete
7. Repair and/or replacement of existing mechanical insulation unless specifically disturbed by Legacy Mechanical Inc.
8. Repair and/or replacement of existing equipment
9. Any work not specifically shown that may be required to bring existing conditions into compliance with local codes
10. Furnishing and install of fire and fire smoke dampers unless specifically indicated on drawings
11. Temporary utilities heating, cooling and facilities
12. Utility charges, tap fees, gas and water meter fees
13. Drain down and filling systems (by others)
14. Furnish and installation of drywall access doors
15. Furnishing, installing and maintaining of equipment that may be required for building flush out
16. Duct and equipment cleaning. LMI will maintain SMACNA clean duct protocol throughout the construction process
17. Any special equipment that may be required for unknown soil conditions
18. Pipe beyond 5' outside of the building
19. Furnishing and installation of GWB enclosures
20. Removal and disposal of excess spoils
21. Painting of pipe coverings
22. Importing of fill dirt
23. Cleaning of duct and equipment. (LMI will maintain SMACNA clean duct protocol throughout the construction process
24. Installation of undermounts sinks and lav's (by others)
25. Fire protection
26. Dewatering
27. Heat Trace
28. X-Rays
29. Roofing
30. Design, engineering and permit review fees
31. Structural / support steel
32. Overtime and off hour's work
33. Sales and use taxes

CONDITIONS OF BID:

1. We condition our bid proposal on the exclusion of all liquidated damages except for those that can be directly attributable to Legacy Mechanical, Inc.
2. We condition this bid based on power, lighting and water being made available to LMI at our installation locations at no charge for our installation and testing needs.
3. We condition this bid on a mutually agreeable construction schedule.
4. We condition this bid on a mutually agreeable subcontract with this scope letter attached as Exhibit "A".
5. This proposal is valid for ten (10) days at which time we reserve the right to re-evaluate our pricing proposal.
6. We condition this bid to include one (1) calendar year warranty from date of final inspection.

OUR PRICE BASED ON THE ABOVE IS AS FOLLOWS:

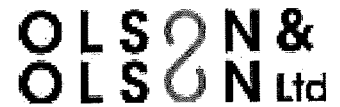
PLUMBING	\$294,700
HVAC	\$1,815,200
TOTAL BASE BID LUMP SUM	\$2,109,900

If you should have any questions please do not hesitate to contact us at 720/898-3446 or by email at robryan@legacy-mechanical.com.

Respectfully Submitted,
LEGACY MECHANICAL, INC.

Rich O'Bryan


Rich O'Bryan
Chief Estimator



08/24/2022

Legacy Mechanical, Inc.
6400 Broadway, Unit 1
Denver, CO 80221

Re: Experience Modification Factor History

To Whom It May Concern:

The following represents your company's experience modification factor as calculated by NCCI:

10/1/22	.62
10/1/21	.71
10/1/20	.69

If you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

Lejla Cupurdija

Lejla Cupurdija
Sr. Account Manager



March 3, 2023
Quote # 43004

NREL- Flatirons Campus Control Facility Electrical Proposal

St. Andrews Construction Services respectfully submits for your review and comments, the following narrative and cost proposal for the above referenced project. All the information requested has been included and will meet your requirements.

We have included a brief summary that identifies the basic inclusions, exclusions, and clarifications.

Control Facility Inclusions:

- Provide coordination as necessary with NREL Staff, GC, and all other contractors associated with the project.
- Provide & install MV electrical gear, cable, raceways, and terminations as follows:
 - Time for investigation/verification of existing MV ductbank & vaults for new MV feeder installation
 - Mandrel & brushing of existing & new ductbank conduits prior to pulling wire
 - (1) 600A Manual PM10 Switch (14.4KV) including manufacturer startup support
 - (1) 500KVA XFMR mild steel (13.2KV to 480/277V) including manufacturer startup support
 - (1) 1x6" Ductbank routed from existing vault to new PM10 Switch (Approximately 140' of new conduit; vault is not shown on plans, but Amendment 3 clarified that it is 75' west of the new building)
 - (1200') 3#750-CU Shielded EPR 15KV 133% insulation MV cabling & terminations routed from new PM10 Switch to existing Building 253 Bus Switchgear Cubicle 8A via three existing vaults & ductbank
 - (1) 1x4" Ductbank routed from new PM10 Switch to 500KVA XFMR with 3#2-CU Shielded EPR 15KV 133% insulation MV cabling & terminations
 - (1) 1x5" Spare ductbank with one handhole routed from existing vault to Electrical Room 106
 - (St. Andrews will coordinate a scheduled power outage with GC & NREL to complete MV terminations; Concrete pad for Switch & XFMR by others; Excluding any additional spare conduits or stub outs from new switch as none are shown on plans; Mandrel & brushing of existing ductbank prior to pulling wire, fire taping of MV cabling within vaults, & MV Cable tags have been included)
- Provide & install LV electrical gear, cable, raceways, and terminations as follows:
 - (1) 450KW Tier 4 Rated Diesel Generator and associated per basis of design:
 - Preventive maintenance agreement, 1.12.A - 12 months quarterly exercising + 1 Full Service
 - 400 Gallon fuel tank-subbase with initial fuel fill
 - Startup and 6-Hour load bank test
 - (1) ATS-1, 600A, 3-Pole Wall Mounted NEMA 3R
 - (1) Dual Breaker/Dual Purpose docking station with Kirk Key interlocks and 2-sets of camlocks
 - (1) Generator EPO & Remote Annunciator
 - (Taking exception to 10% overload for 2 hours due to elevation, pricing generator per standard standby ratings and size shown on plans; Excluding DEF fluid, DEF tank/line heaters, & stairs/platforms)
 - (1) 50KVA/50KW UPS with N+1 Redundancy and associated per basis of design:
 - Lithium-Ion Battery Cabinet (Approximately 30-mins of runtime)
 - Maintenance By-pass cabinet
 - Gateway card, startup, and 1-year service
 - (1) 600A Main Disconnect Switch (MDS-1) NEMA 3R wall mounted on exterior of building including:
 - 600A LSI fuses
 - Grounding bar & connections as shown on one-line
 - MDS-1 to be Neutral & Ground main bonding point
 - (1) 480V 2-Section freestanding Main Distribution Panel (MDP) and downstream equipment per one-line:
 - (7) Electrical Panels- HM1, LM1, HL1, LP1, LP2, LC1, LC2
 - (2) 75KVA XFMR- TM1, TP1
 - (1) 45KVA XFMR- TC1
 - (1) 200A Disconnect Switch (DC-1) & 150A fuses
 - (1) 60A Elevator Disconnect Switch (ELD1) & 45A fuses



- (3) Challenge Technologies SPD- 1 @ MDP & 2 @ Panels LC1 & LC2
 - (1) Electro Industries 200 Series Shark Meter for metering of MDP (*Excluding Eaton PXM2000 Series*)
 - (1) E-Gauge 4000 Series Meter for metering of all other loads as shown on one-line
 - (2) Spare 2" conduits routed from MDP to the roof with one NEMA 3R junction box for future use (*Location on roof or routing of conduits not shown on plans*)
 - (2) Spare 1-1/4" conduits routed from Panel LP1 to an underground quazite junction box in the parking lot for future EV Charging stations
 - Equipment & panel feeds as shown on one-line and all branch wiring from panels
- Provide & install new Grounding System as follows:
 - Ground rods, test wells, & 4/0 bare copper ground ring around the building utilizing irreversible compression and or exothermic weld connections as shown on plans
 - (1) (PGP) Interior & exterior ground bar under or within MDS-1 disconnect switch with connections as follows:
 - Ground Rods- Installed at MV XFMR, MDS-1, Generator, & light poles
 - UFER Ground
 - Cold Water
 - Building Steel
 - Generator
 - MV Switch & XFMR (Excluding ground ring around this equipment)
 - (1) Ground bar in Electrical Room 106 adjacent to MDP for all Gear & XFMR grounding
 - (1) Ground bar in Telecom Room 105 for all electrical gear, UPS, & XFMR grounding
 - (1) (TMBB-1) Ground bar in Telecom Room 105 for all low voltage equipment grounding
 - (1) (TMBB-1) Ground bar in SDAP Room 205 for all low voltage equipment grounding
- Provide & install Lightning Protection System utilizing a certified vendor as follows:
 - Air terminals & downleads for roof with connections to ground ring
 - UL Master Certification
 - St. Andrews will provide & install schedule 40 PVC download conduits
- Provide & install new receptacles per plans and as follows:
 - (65) Duplex receptacles
 - (35) Quad receptacles
 - (12) GFCI receptacles
 - (22) WP GFCI receptacles for roof & building exterior
 - (15) Recessed FSR display backboxes with receptacle/data provisions
 - (9) Concrete FSR floor boxes with receptacle/data provisions
 - (8) Poke-thru floor boxes with receptacle/data provisions
- Provide & install light fixtures and lighting controls as follows:
 - Interior light fixtures & exit signs based on fixture schedule and counts/layouts per Sheets E200 & E800
 - Lighting Control System based on layouts & schedules on Sheets E801 & E810 as follows:
 - (2) Lighting Control Relay Panels- RP1 & RP2
 - Room wall devices, sensors, & control cabling
 - DMX control cabling to fixtures only identified in schedule
 - Lighting inverter to serve emergency egress lighting
 - Startup & programming of system
 - (4) Hours of system training & video recording
 - Exterior light fixtures based on fixture schedule and counts/layouts per Sheets E010, E200, & E801 (*Excluding concrete pole bases, see exclusions below*)
- Provide & install equipment power connections and disconnect switches to mechanical equipment per schedule shown on Sheet E-700; including line voltage connections to heat tracing equipment. (*All equipment, motor starters, VFD, & heat tracing/controllers provided by mechanical contractor*)
- Provide & install conduit and back box rough-in with pull strings for the following low voltage systems:
 - Security System- Cameras, card readers, etc. with pathways to Telecom Room 105
 - Two-Way Communication System with pathways to Electric Room 106
 - Data/Comm System as follows:
 - (3) 4" Conduits routed from existing fiber optic vault west of the new building into Telecom Room 105
 - (3) 24"x36" underground comm boxes & covers
 - (*Two conduits are spares, assuming all new fiber will be installed within 1-4" conduit*)



- Wall outlets, WAP, BAS ceiling outlets, floor outlets, etc.
 - (19) 4" Sleeves as indicated on drawings for cabling to pass between floors and Rooms 105, 110, 204, 205
 - (4) EZ path fire rated assemblies between rooms 204 & 205
 - (2) 2-1/2" Sleeves routed into bottom of millwork in Control Room 204
 - Device back box & conduit stub-ups to accessible ceilings; cabling to be installed free air on J-hooks independently supported from structure
 - *(See Add Alternates below if St. Andrews is to carry the NREL approved vendors for low voltage systems)*
- Provide & install Fire Alarm System modifications, utilizing JCI as a parts-n-smarts subcontractor to St. Andrews providing equipment, design, drawings, programming, graphic map updates, & acceptance testing with NREL & AHJ as follows:
 - Fire Alarm Control Panel, batteries, remote annunciator, and devices/connections as follows:
 - Horn/strobes with voice/alarm
 - FDC exterior strobe and flow/tamper connections to sprinkler system
 - Pull stations
 - Smoke & heat detectors
 - Elevator recall
 - Monitor modules, control relays, & duct detectors with connections to (8) fire smoke dampers
 - Magnetic door holders
 - Suppression Release System as follows:
 - Abort switch & labeling
 - Amber strobes
 - Monitor modules & control relays
 - Maintenance switch
 - *(Excluding separate releasing panel)*
 - Fire Alarm permit & testing with AHJ
- Fire caulking of all new electrical conduit penetrations where necessary.
- Provide Coordination Studies & Arc Flash reports & labels via RMH Group.
- Provide Third Party NETA electrical testing. *(As required by Div 26 specifications)*
- Provide time for startup & training of electrical equipment.
- Removal of trash & rubbish to an onsite container provided by others.
- Project mobilization & de-mobilization.
- As-Built Drawings & project close-out documentation.
- One year warranty on materials & installation.
- Spare parts.
- Buy America(n) requirements. *(Taking exception for UPS, electrical gear, & light fixtures)*
- Insurance requirements.
- Prevailing wage requirements.
- 100% DBE/SBE/WMBE participation for self-performed work.
- Premium time. *(Minimal for afterhours power shutdowns for MV connections to avoid power disruptions to NREL staff)*

Onsite Wastewater Treatment System (OWTS) Inclusions:

- Provide & install electrical gear, cable, raceways, and terminations as follows:
 - (1) Freestanding unistrut rack to support equipment as shown on plans
 - (1) 7.5KVA XFMR with weather shield *(480 to 120/240V single phase)*
 - (1) 480V, 30A, NEMA 4X Disconnect switch for XFMR primary *(Including 20A fuses)*
 - (1) 250V, 60A, NEMA 4X Disconnect switch for XFMR secondary *(Including 40A fuses)*
 - (1) 1-1/4" Conduit & wire routed approximately 700' from MDP in Control Facility to OWTS as shown one-line *(Including polymer pull boxes as shown on plans and or as needed)*
 - (3) 1" Conduit & wire routed approximately 20' from OWTS rack to two pumps & tank level floats *(Including splice box within tank and wiring of pre-wired tank level floats installed and set to correct levels by mechanical)*
 - *(Assuming electrical conduits can be installed within the same trench as EFF line)*



Exclusions:

- Costs associated to DOE silica standards and associated civil scopes as follows:
 - Air sampling equipment, containment units, or HEPA filters
 - Excavation, trenching, backfill, & compaction or concrete encasement of ductbanks
 - Concrete or asphalt saw cutting, removal, & patching
 - Concrete equipment pads, concrete barriers, or protection bollards
 - Concrete bases for light poles or drilling for poles
 - Core drills, GPR, & X-ray
 - Hydrovac, directional boring, potholing, locates, or marker balls (*Site Wise to provide under separate contract*)
 - Storm water permits, erosion control, re-seeding, & landscape restoration
 - (*Assuming GC's civil contractor will cover civil scopes of work, See Add Alternate #7 if EC is to provide electrical trenching/backfill/flowfill and concrete light pole bases, still assuming all concrete pads will be by GC*)
- Data/Comm System. (*Providing boxes & conduit only, See Add Alternate #6 if EC is to provide system & cabling utilizing American Data Path (ADP) who is an approved NREL vendor*)
 - Also excluding all cable tray, ladder rack, & floor amount racks, unless Add Alternate #6 is accepted, as ADP has this scope included in their proposal
- Security Control System. (*Providing boxes & conduit only, See Add Alternate #5 if EC is to provide system & cabling utilizing Convergent who is an approved NREL vendor*)
- Two-Way Communication System. (*Providing boxes & raceways only*)
- A/V System. (*Providing boxes & raceways only*)
- Irrigation System. (*Providing dedicated 120V power connection to controller only*)
- PV System.
- Building Automation System & temperature controls.
- Circuit breakers, metering, or modifications to Building 253 switchgear. (*Assuming terminations of new MV cabling with cubicle 8 is all that will be required*)
- Temporary power & lighting. (*See Add Alternate #8 if EC is to provide, pricing below assumes the following:*)
 - 200A 120V/208V 3-phase power feed from existing NREL panel maximum distance of 200'
 - Freestanding electrical panel adjacent to the site
 - 100A power connection to GC trailer maximum distance of 150'
 - Lighting within new building (4) large LED lights per level with some stringers in other rooms
 - Portable power boxes (*Turtles/Spider Boxes*) (2) per level
 - (*Providing as an add alternate as temporary power load requirements & connection points are unknown*)
- Temporary generators and or XFMR to power building prior to receiving new 500KVA MV XFMR.
- Heat trace cabling & controllers. (*Provided by Mechanical; St. Andrews to provide line voltage connections*)
- Stainless steel MV XFMR/Switch and or stainless steel base and viewing windows for all transformers.
- LV shade controls. (*Roller shades to be manual, See Add Alternate #4 below is for LV shade control conduit/wire and shade controllers provided by others*)
- UPS Load Bank Testing. (*See Add Alternate #9 below if required, providing optional pricing per specifications*)
- Demolition or relocation of existing electrical site utilities. (*Electrical drawings do not have any demolition drawings*)
- Ground ring around Generator, MV Switch, & MV XFMR. (*Not shown on plans; Ground ring around building perimeter is included with connections to this equipment*)
- Electric vehicle charging stations. (*Providing conduits to one hand hole for future use*)
- Millwork integrated cable trough & powder coated flip up panels. (*Assuming these will be provided within the millwork by others, St. Andrews will install receptacles & data/comm outlets within the trough as shown in the details*)
- Eaton PXM2000 Series meter integrated into MDP. (*Providing external 200 Shark Meter per Amendment 2*)
- VFD's & Motor Starters. (*Provided by Mechanical, installed by St. Andrews; Drawings do not indicate any VFD or motor starters on the equipment schedules*)
- Orenco Pump Control Panel and water level floats. (*Assuming this will be provided by Mechanical, installed by St. Andrews*)
- Access panels, cutting, patching, or painting of building surfaces.
- Roof jacks, patching, or any other roof repair work.
- NEC code remediation of any existing electrical code violations.
- Painting conduit, boxes, couplings, connectors, supports.



- Hazardous material remediation.
- Sanitary services & dumpsters.
- Scaffolding.
- Site fencing & signage.
- 30-day electrical metering, reports, or utility fees.
- Video recording of equipment startup & training. (*Assuming this will be by GC*)
- Electrical Testing outside of Div 26 specifications.
- Harmonic Studies.
- Photometric studies. (*Per Amendment #3*)
- Permits. (*With exception to fire alarm permit*)
- Textura fees.
- Taxes.
- Tariff increases.
- Seismic engineering design.
- Design, engineering, or BIM modeling.
- Performance & payment bond. (*Please add 2% if necessary*)
- All work not specifically included above.

Clarifications:

- This proposal is based on NREL- Flatirons Campus Control Center Facility Issued For Construction Drawings & Specifications, Dated 4/25/22.
- This proposal recognizes Amendment #1,2,3 issued on various dates.
- This proposal is based on approximate lead times after approved submittals as follows: (*All lead time durations are subject to change without notice. Lead times are also subject to change after a PO has been released due to ongoing material shortages. St. Andrews shall not be held responsible for any additional delays caused by extended lead times.*)
 - MV XFMR- 90-102 Weeks ARO Plant
 - MV PMH-10 Switch- 40-42 Weeks ARO Plant
 - MV Cabling- 30-35 Weeks ARO Plant
 - Generator- 50-60 Weeks ARO Plant
 - UPS- 50-60 Weeks ARO Plant
 - Switchboards- 40-52 Weeks ARO Plant
 - Panelboards- 24-28 Weeks ARO Plant
 - LV Dry-Type XFMR- 16-20 Weeks ARO Plant
- This proposal is based on utilizing the following types of raceways & wiring:
 - Schedule 40 PVC for all underground raceways
 - PVC/Coated rigid conduit for stub-ups with 36" large sweep radius elbows for 3" or larger underground raceways (*24" radius elbows for 2-1/2" or smaller underground raceways*)
 - Galvanized rigid conduit standard radius elbows for LV raceway stub-ups in slab
 - EMT conduit for all raceways within buildings (*Galvanized rigid conduit where subject to damage*)
 - Copper wiring for MV & LV cabling as indicated on One-line diagram
 - Copper wiring will be utilized for branch circuits such as receptacles, light poles, etc.
- This proposal is based upon both parties entering an acceptable contract agreement and schedule.
- This proposal is based on all work being performed during normal working hours, except for minimal after-hours time to accommodate power shutdowns. (*Assuming (2) Saturdays may be required for shutdowns*)
- This proposal and pricing is valid for (90) days from the date listed above.



Project Pricing:

OWTS- Electrical Pricing:	\$ 43,500.00
Control Facility- Electrical & Fire Alarm Pricing:	<u>\$ 2,438,900.00</u>
Total Base Bid Pricing:	\$ 2,482,400.00
Add Alternate #1- (<i>Bike Shelter</i>):	NA
Add Alternate #2- (<i>Motorized Roller Shade LV System</i>):	\$ 7,300.00
Add Alternate #3- (<i>Tempered Glass</i>):	NA
Add Alternate #4- (<i>Single-Glazed Doors</i>):	NA
Voluntary Add Alternate #5- (<i>Security System if EC to Provide</i>):	\$ 108,400.00
Voluntary Add Alternate #6- (<i>Data Comm System if EC to Provide</i>):	\$ 247,800.00
Voluntary Add Alternate #7- (<i>Trenching, Flowfill, & Pole Bases if EC to Provide</i>):	\$ 244,200.00
Voluntary Add Alternate #8- (<i>Temp Power & Lighting Allowance</i>):	\$ 33,900.00
Voluntary Add Alternate #9- (<i>UPS Load Bank Testing if Required</i>):	\$ 6,800.00
Voluntary Add Alternate #10- (<i>Orenco Pump Control Panel if EC to Provide</i>):	\$ 2,500.00

If we can be of further assistance, or if you have questions on the scope or breakdowns included, please feel free to contact us. We look forward to working with everyone associated with this project.

Sincerely,

Casey Snow

Casey Snow
 Project Estimator
 St. Andrews Construction Services

National Renewable Energy Laboratory
ENVIRONMENT, SAFETY, AND HEALTH
OFFEROR OR LOWER-TIER SUBCONTRACTOR RISK EVALUATION WORKSHEET

OFFEROR OR LOWER-TIER SUBCONTRACTOR INFORMATION

Offeror (or Lower-Tier Subcontractor)	St. Andrews Construction Services Corp.
Date of Submission	04/01/2022
Policy Period	04/01/2022 - 04/01/2023
North American Industry Classification System Code	238210

RISK EVALUATION

Initial Review and Acceptance. Offerors and their lower-tier subcontractors are required to meet NREL-acceptable environment, safety, and health (ESH) criteria prior to being awarded a subcontract or lower-tier subcontract to perform work at an NREL site. NREL considers a three-year average EMR of less than or equal to 1.00 **AND** a "No" response to questions 2, 3, and 4 to be acceptable.

Additional Evaluation and Assessment. Offerors or lower-tier subcontractors that report a three-year average EMR above 1.00 **OR** have responded "Yes" to questions 2, 3, and/or 4 are required to provide responses to questions 5 and 6 below. The ESH point of contact will evaluate and assess the offeror's or lower-tier subcontractor's additional responses to determine offeror or lower-tier subcontractor acceptability. However, NREL reserves the right to consider additional information requested by NREL used to determine whether the offeror or lower-tier subcontractor is accepted or rejected.

- 1. Submit Your Experience Modification Rate.** List your firm's workers' compensation insurance interstate EMR for the immediate past three years, current year, and three-year average (use intrastate rating if interstate rating is not available). Provide documentation in the form of a letter by your insurance company written on their letterhead indicating your EMR rating.
- 2. Occupational Safety and Health Administration Citations.** Has your firm received one or more Occupational Safety and Health Administration (OSHA) citations in the last three years?
 Yes No
 If yes, provide a written explanation for each incident in an attachment to this form.
- 3. Fatalities, Multiple Hospitalizations, or Amputation(s).** Has your firm experienced a single work-related incident resulting in a fatality, inpatient hospitalization, loss of an eye, or amputation(s) in the last three years?
 Yes No
 If yes, provide a written explanation for each citation in an attachment to this form.
- 4. Environmental Record.** Has your firm received violations pertaining to federal, state, or local environmental standard, regulation, or statute in the last three years?
 Yes No
 If yes, provide a written explanation for each violation in an attachment to this form.

If the offeror or lower-tier subcontractor reports a three-year average EMR of less than or equal to 1.00 **AND** has provided a "No" response to questions 2, 3, and 4, responses to questions 5 and 6 are not required.

If the offeror or lower-tier subcontractor reports a three-year average EMR above 1.00 **OR** has responded "Yes" to questions 2, 3, and/or 4, responses to questions 5 and 6 are required.

- 5. Occupational Total Recordable Case Rate Statistics.** List your firm's occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the total recordable case (TRC) rate. The offeror must attach copies of the OSHA logs (OSHA 300 log and 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report.

NOTE. TRC rate is the number of OSHA recordable injuries and illnesses per 100 full-time equivalent (FTE) workers. The common exposure base enables one to make accurate inter-industry comparisons, trend analysis over time, or compare among firms regardless of size. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA recordable injuries/illnesses; 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by all employees during the calendar year).

Occupational Safety and Health Administration Total Recordable Case Rate:

Year _____	# of OSHA recordable cases _____	Man-hours _____	Rate _____
Year _____	# of OSHA recordable cases _____	Man-hours _____	Rate _____
Year _____	# of OSHA recordable cases _____	Man-hours _____	Rate _____
Three-year average _____			

6. **Occupational Days Away/Restricted or Transfer Rate Statistics.** List your firm's days away/restricted or transfer (DART) rate for the past three full calendar years using the Bureau of Labor Statistics formula to determine the rate.

NOTE. The DART rate is a mathematical calculation that characterizes the number of OSHA recordable injuries and illnesses per 100 FTEs that resulted in days away from work, restricted work activity, and/or job transfers that a company has experienced in a given timeframe. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA injury/illness cases resulting in days away/restricted or job transfer (OSHA's Form 300, Columns H + I); 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by all employees during the calendar year).

Occupational Safety and Health Administration Days Away/Restricted or Transfer Rate:

Year _____	# of OSHA DART cases _____	Man-hours _____	Rate _____
Year _____	# of OSHA DART cases _____	Man-hours _____	Rate _____
Year _____	# of OSHA DART cases _____	Man-hours _____	Rate _____
Three-year average _____			

FOR NREL USE ONLY – OFFEROR OR LOWER-TIER SUBCONTRACTOR ACCEPTABILITY EVALUATION – DO NOT WRITE BELOW THIS LINE

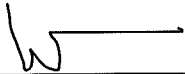
- Offeror or lower-tier subcontractor accepted
 - EMR \leq 1.0 AND response to questions 2, 3, and 4 is "No"; or
 - Other (provide explanation in comments)
- Offeror or lower-tier subcontractor rejected
 - EMR > 1.0
 - Offeror or lower-tier subcontractor responded "Yes" to question 2, 3, and/or 4 (provide explanation in comments)
 - OSHA TRC (provide explanation in comments)
 - OSHA DART (provide explanation in comments)
 - NREL past performance letters (provide explanation in comments and attach Acquisition Services letter)
 - NREL past incident history (provide explanation in comments)
 - Other (provide explanation in comments)

Comments _____

CERTIFICATION

A person authorized to make legally binding commitments on behalf of the offeror or lower-tier subcontractor must sign below. By signing below, the offeror or lower-tier subcontractor certifies, under penalty of law, that the responses provided in this worksheet are accurate.

Company/Organization Name St. Andrews Construction Services Corp.

Signature X  Signer's Printed Name Vicki Wren

Title President Date 04/01/2022

Telephone Number 303-439-7999 Email address vicki@sacscolorado.com



9780 S Meridian Blvd, Suite 400
Englewood, CO 80112
303-996-7800
Fax: 303-757-7719

April 1, 2022

St. Andrews Construction Services Corp.
P. O. Box 1115
Eastlake, CO 80614

RE: 22/23 Workers Compensation
Policy #: 4122012

To Whom It May Concern:

The following are the current and prior years NCCI Experience Modification Rates for St. Andrews Construction Services Corp.

- 2022 – 2023 0.74
- 2021 – 2022 0.69
- 2020 – 2021 0.69
- 2019 – 2020 0.69
- 2018 – 2019 0.75

Please feel free to contact me should you need anything further.

Best regards,

Brandon Fast

Brandon Fast
Commercial Insurance Advisor

ENVIRONMENT, SAFETY, AND HEALTH OFFEROR OR LOWER-TIER SUBCONTRACTOR RISK EVALUATION WORKSHEET

OFFEROR OR LOWER-TIER SUBCONTRACTOR INFORMATION

Offeror (or Lower-Tier Subcontractor)	E-Corp
Date of Submission	3/7/2023
Policy Period	6/1/2021 - 6/1/2022
North American Industry Classification System Code	236220

RISK EVALUATION

Initial Review and Acceptance. Offerors and their lower-tier subcontractors are required to meet NREL-acceptable environment, safety, and health (ESH) criteria prior to being awarded a subcontract or lower-tier subcontract to perform work at an NREL site. NREL considers a three-year average EMR of less than or equal to 1.00 **AND** a “No” response to questions 2, 3, and 4 to be acceptable.

Additional Evaluation and Assessment. Offerors or lower-tier subcontractors that report a three-year average EMR above 1.00 **OR** have responded “Yes” to questions 2, 3, and/or 4 are required to provide responses to questions 5 and 6 below. The ESH point of contact will evaluate and assess the offeror’s or lower-tier subcontractor’s additional responses to determine offeror or lower-tier subcontractor acceptability. However, NREL reserves the right to consider additional information requested by NREL used to determine whether the offeror or lower-tier subcontractor is accepted or rejected.

- 1. Submit Your Experience Modification Rate.** List your firm’s workers’ compensation insurance interstate EMR for the immediate past three years, current year, and three-year average (use intrastate rating if interstate rating is not available). Provide documentation in the form of a letter by your insurance company written on their letterhead indicating your EMR rating.
- 2. Occupational Safety and Health Administration Citations.** Has your firm received one or more Occupational Safety and Health Administration (OSHA) citations in the last three years?
 Yes No
 If yes, provide a written explanation for each incident in an attachment to this form.
- 3. Fatalities, Multiple Hospitalizations, or Amputation(s).** Has your firm experienced a single work-related incident resulting in a fatality, inpatient hospitalization, loss of an eye, or amputation(s) in the last three years?
 Yes No
 If yes, provide a written explanation for each citation in an attachment to this form.
- 4. Environmental Record.** Has your firm received violations pertaining to federal, state, or local environmental standard, regulation, or statute in the last three years?
 Yes No
 If yes, provide a written explanation for each violation in an attachment to this form.

If the offeror or lower-tier subcontractor reports a three-year average EMR of less than or equal to 1.00 **AND** has provided a “No” response to questions 2, 3, and 4, responses to questions 5 and 6 are not required.

If the offeror or lower-tier subcontractor reports a three-year average EMR above 1.00 **OR** has responded “Yes” to questions 2, 3, and/or 4, responses to questions 5 and 6 are required.

- 5. Occupational Total Recordable Case Rate Statistics.** List your firm’s occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the total recordable case (TRC) rate. The offeror must attach copies of the OSHA logs (OSHA 300 log and 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report.

NOTE. TRC rate is the number of OSHA recordable injuries and illnesses per 100 full-time equivalent (FTE) workers. The common exposure base enables one to make accurate inter-industry comparisons, trend analysis over time, or compare among firms regardless of size. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA recordable injuries/illnesses; 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by all employees during the calendar year).

Occupational Safety and Health Administration Total Recordable Case Rate:

Year	# of OSHA recordable cases	Man-hours	Rate
2022	0	79963	0
2021	0	89667	0
2020	1	108224	1.8
Three-year average	0.6		

6. Occupational Days Away/Restricted or Transfer Rate Statistics. List your firm’s days away/restricted or transfer (DART) rate for the past three full calendar years using the Bureau of Labor Statistics formula to determine the rate.

NOTE. The DART rate is a mathematical calculation that characterizes the number of OSHA recordable injuries and illnesses per 100 FTEs that resulted in days away from work, restricted work activity, and/or job transfers that a company has experienced in a given timeframe. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA injury/illness cases resulting in days away/restricted or job transfer (OSHA’s Form 300, Columns H + I); 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by all employees during the calendar year).

Occupational Safety and Health Administration Days Away/Restricted or Transfer Rate:

Year	# of OSHA DART cases	Man-hours	Rate
2022	0	79963	0
2021	0	89667	0
2020	0	108224	0
Three-year average	0		

FOR NREL USE ONLY – OFFEROR OR LOWER-TIER SUBCONTRACTOR ACCEPTABILITY EVALUATION – DO NOT WRITE BELOW THIS LINE

- Offeror or lower-tier subcontractor accepted
 - EMR \leq 1.0 **AND** response to questions 2, 3, and 4 is “No”; or
 - Other (provide explanation in comments)
- Offeror or lower-tier subcontractor rejected
 - EMR > 1.0
 - Offeror or lower-tier subcontractor responded “Yes” to question 2, 3, and/or 4 (provide explanation in comments)
 - OSHA TRC (provide explanation in comments)
 - OSHA DART (provide explanation in comments)
 - NREL past performance letters (provide explanation in comments and attach Acquisition Services letter)
 - NREL past incident history (provide explanation in comments)
 - Other (provide explanation in comments)

Comments

CERTIFICATION

A person authorized to make legally binding commitments on behalf of the offeror or lower-tier subcontractor must sign below. By signing below, the offeror or lower-tier subcontractor certifies, under penalty of law, that the responses provided in this worksheet are accurate.

Company/Organization Name E-Corp

Signature X  **Signer’s Printed Name** Curtis Buck

Title President **Date** 3/7/2023

Telephone Number 801-633-6692 **Email address** curtis@e-corp4u.com



REPRESENTATIONS AND CERTIFICATIONS FOR SUBCONTRACTS

For the National Renewable Energy Laboratory
Managed and Operated by the Alliance for Sustainable Energy, LLC

The Alliance for Sustainable Energy, LLC is the Managing and Operating Contractor of the National Renewable Energy Laboratory (NREL) under U.S. Department of Energy (DOE) contract number DE-AC36-08GO28308 and has its principal place of business in Golden, Colorado. The following representations and certifications must be completed, and this form must be signed and returned to the requesting NREL subcontract administrator. The Consolidated Appropriations Act of 2014 requires NREL to collect and report certain data about subcontracting activities as of 1/1/2016. In addition to completion of these representations and certifications, **NREL requires all subcontractors/suppliers to register in the System for Award Management (SAM) at www.SAM.gov**. NREL obtains Small Business Program reporting data from SAM. NREL may withhold awards to Offerors who have restricted visibility of their information in SAM. Information collected in these representations and certifications may be different than that required in SAM as a result of NREL’s reporting obligations under contract number DE-AC36-08GO28308.

Any Subcontractor entering into a subcontract with NREL is responsible for informing the NREL subcontract administrator of any changed responses provided on this form at any time during the period of performance of any resulting subcontract.

1. Offeror Information Required for all solicitations.

Company/Organization Name (*insert legal name of company*): E-Corp

Company Address (*location*): 1598 N Hill Field Rd, Ste B County of: Davis Congressional District Number: 1

(*city, state, and zip code+4*): Layton, UT 84041 + _____

Remittance: It is NREL’s standard practice to remit payment electronically via ACH/Wire Banking. Upon notification of award of an NREL subcontract, offeror is responsible for returning a completed “Request for ACH/Wire Banking Information” form to the NREL subcontract administrator. The form is located at http://www.nrel.gov/business_opportunities/related_docs.html.

Telephone Number: 801-771-0933 Email Address: matt.hansen@e-corp4u.com Website Address: www.e-corp4u.com

SAM Registration Expiration Date: 2/6/2024 D-U-N-S Number: 132516969 (*must be the number associated with the company address provided above.*)

The offeror represents that the following person(s) are authorized to negotiate on its behalf with NREL in connection with this request for proposals or quotations.

<u>AUTHORIZED NEGOTIATOR(S)</u>	<u>TITLE</u>	<u>EMAIL & PHONE NUMBER</u>
David Willis	General Manager	david@e-corp4u.com, 801-631-6305
Matt Hansen	Regional Manager	matt.hansen@e-corp4u.com, 719-896-6324

2. Congressional District and County Required for all solicitations.

A. If different than address provided in Item 1, above, the offeror’s principal place of performance of the resulting subcontract is located in:

State of: _____ County of: _____ Congressional District Number: _____

B. If the offeror’s principal place of performance of the resulting subcontract is a foreign country, provide:

Country of: _____ Province (or other locale designation): _____

3. Taxpayer Identification Derived from FAR 52.204-3 OCT 1998) – See SAM registration.

4. Employment Eligibility Verification (Derived from FAR 52.222-54 OCT 2015)

Required for all solicitations.

Offeror certifies that—

E-Verify is not applicable based on FAR 52.222-54 Employment Eligibility Verification.

For information, see [E-Verify Exemptions and Exceptions](#)

Offeror represents that—

It is It is not currently enrolled in E-Verify

If not currently enrolled, it will enroll in E-Verify within 30 calendar days of subcontract award.

It will include FAR 52.222-54 in applicable lower-tier subcontracts.

5. Small Business Program Representations (Derived from FAR 52.219-1 OCT 2014) – See also SAM Registration. Required for all solicitations.

Offeror represents that it is a small business under NAICS Code(s): 236220 NAICS Title(s):
 is not a small business.

Indicate all applicable SBA subcategories for which offeror is eligible under the NAICS code applicable to this subcontract: Check appropriate box(es):				Indicate if Offeror Currently Holds any Government-Wide Contracts	
Small Business	<input checked="" type="checkbox"/>	Service-Disabled Veteran Owned	<input type="checkbox"/>	Federal Supply Schedule (GSA)	<input type="checkbox"/>
Small Disadvantaged Owned	<input type="checkbox"/>	Veteran Owned	<input type="checkbox"/>	Integrated Contractor Purchasing Team (DOE)	<input type="checkbox"/>
Women Owned Small Business	<input type="checkbox"/>	HubZone-SBA Certified	<input type="checkbox"/>	Other	<input type="checkbox"/>

Notice

1. If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
2. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a subcontract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - i. Be punished by imposition of fine, imprisonment, or both;
 - ii. Be subject to administrative remedies, including suspension and debarment; and
 - iii. Be ineligible for participation in programs conducted under the authority of the Act.

6. Buy American Act Certificate (Derived from FAR 52.225-2 MAY 2014) – See also SAM registration.

Required for solicitations containing FAR 52.225-1.

The offeror certifies that each end product, except those listed in Paragraph B. of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

Foreign End Products:

Line Item No.

Country of Origin

NREL will evaluate Offers in accordance with the policies and procedures of Part 25 of the FAR.

- 7. **Affirmative Action Compliance (FAR 52.222-25) – See SAM registration.**
- 8. **Previous Contracts/Subcontracts and Compliance Reports (FAR 52.222-22) – See SAM registration.**
- 9. **Compliance with Veterans’ Employment Reporting Requirements (FAR 52.222-38) – See SAM registration.**
- 10. **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (FAR 52.203-11) – See SAM registration.**
- 11. **Certification Regarding Responsibility Matters (FAR 52.209-5) – See SAM registration.**
- 12. **Prohibition on Conducting Restricted Business Operations in Sudan—Certification (FAR 52.225-20 AUG 2009) – See SAM registration.**

13. Export Control

Required for all solicitations where property will be acquired. Export Control Classification Number (ECCN) information can be found on the U.S. Department of Commerce Bureau of Industry and Security website by clicking on this link: [Commerce Control List \(CCL\)](#)

Offeror represents that the property has an Export Control Classification Number (ECCN) identified as—

“EAR99” for all property and/or has a classification number other than “EAR99”.

If selected provide the ECCN(s) for each item to be acquired:

Item #	Item Name	ECCN #

If the ECCN for any item being delivered is other than “EAR99”, offeror must immediately contact the NREL Export Control Officer and identify the ECCN for each item, prior to the delivery of property. The NREL Export Control Officer can be contacted, at export.control@nrel.gov or phone (303) 275-4269.

14. Former Government Employee or Consultant or Former NREL Employee, Leased Worker, or Consultant

Required for all solicitations.

A. Offeror represents that it—

was was not a former employee (officer, employee, elected official) or former consultant under contract to the executive or legislative branches of the United States Government or the District of Columbia.

1. If offeror is a former employee with the United States Government, complete the following:

Name of Department, Agency, Bureau, Office: _____

Address, City, State, and Zip: _____

Position/Title: _____ Position Level (SES, GS, etc.): _____

Date of Employment: _____ through _____

2. If offeror is a consultant under contract to the executive or legislative branches of the United States Government or the District of Columbia, complete the following:

Firm Name and Address: _____

Address, City, State, and Zip: _____

Contract Number: _____ Period of Performance: _____ through _____

Position/Title: _____

B. Certification of Former Government Employee or Former Government Consultant under contract.

Offeror certifies that—

1. All matters stated and intended within the scope of the proposed Statement of Work (Appendix A) have been considered in the context of my former Government service and each of the following statements is true to the best of my knowledge:
 - i. During my government service, I did not participate personally and substantially in any matter stated and intended within the scope of the proposed Statement of Work: (i) in which the United States or the District of Columbia is a party or has a direct and substantial interest or (ii) that involves a specific party or specific parties; and
 - ii. During my final year of Government service, I did not have any official responsibility (direct administrative or operating authority to approve, disapprove, or otherwise direct Government action) for any matter stated and intended within the scope of the proposed Statement of Work: (i) in which the United States or the District of Columbia is a party or has a direct and substantial interest; (ii) that I know (or reasonably should know) was actually pending under my official responsibility; or (iii) that involves a specific party or specific parties.
2. I have requested legal advice from the cognizant Ethics/Legal representative of the United States Government regarding any post-employment restrictions that may apply to the matters stated and intended within the scope of the proposed Statement of Work. I agree to provide a copy of the legal advice provided in response to my request to the NREL subcontract administrator prior to the award of the resulting Subcontract with NREL.

C. Representation of Former NREL Employee, Former NREL Leased Worker, or Former NREL Consultant.

Offeror represents that it—

was was not a former employee, former leased worker, or former consultant of NREL.

1. If offeror was a former employee with NREL (regular/part-time), complete the following:

Name of Center/Office: _____

Position/Title: _____ Position Level: _____

Date of Employment: _____ through _____

2. If offeror was a leased worker or consultant to NREL, complete the following:

Firm Name and Address: _____

Address, City, State, and Zip: _____

Subcontract Number: _____ Period of Performance: _____ through _____

Center/Office Name: _____ Position/Title: _____

15. **Facilities Capital Cost of Money (Derived from FAR 52.215-16 JUN 2003)**

Required in all solicitations that are subject to cost type subcontract awards.

Offeror includes does not include facilities capital cost of money as an allowable cost under a resulting subcontract, provided that the criteria for allowability are met.

16. **Cost Accounting Standards Notices and Certification (Derived from FAR 52.230-1 OCT 2015)**

Required in all solicitations that are subject to Cost Accounting Standards.

Note: This notice does not apply to small businesses, foreign governments, negotiated subcontracts that are not in excess of the FAR 15.403-4 cost or pricing data threshold, and firm-fixed price, labor-hour, or time and materials subcontracts that are for the acquisition of commercial items or awarded on the basis of adequate price competition with the submission of cost or pricing data.

This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated subcontract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

- A. Any subcontract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- B. Any offeror submitting a proposal which, if accepted, will result in a subcontract subject to the requirements of 48 CFR Chapter 99 must, as a condition of subcontracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in Paragraph C. of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting subcontract performance cost data.

- C. Check the appropriate box below:

- 1. Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
 - a. Original and one copy to the cognizant DOE Contracting Officer or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - b. One copy to the cognizant Federal auditor.(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the loose-leaf version of the FAR.)

Date of Disclosure Statement: _____

Name and Address of DOE Contracting Officer/Federal Official or cognizant Federal auditor where filed: _____

Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- 2. Certificate of Previously Submitted Disclosure Statement. Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of DOE Contracting Officer/Federal Official or cognizant Federal Auditor where filed: _____

Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- 3. Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the NREL subcontract administrator immediately.
- 4. Certificate of Interim Exemption. The offeror hereby certifies that: (i) the offeror first exceeded the monetary exemption for disclosure, as defined in 3. of this Subsection, in the cost accounting period immediately preceding the period in which this offer was submitted; and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the NREL subcontract administrator, in the form specified under Paragraph C.1. or C.2. of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or lower-tier subcontract of \$50 million or more in the current cost accounting period may not claim this exemption. Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

5. Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):
- A Disclosure Statement Filing Date of _____ has been established with the cognizant Federal agency
- The Disclosure Statement will be submitted within the 6 month period ending _____ months after receipt of this award.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant subcontract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the NREL subcontract administrator immediately.

Caution: An offeror may not claim the above eligibility for modified subcontract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

Offeror shall indicate below whether award of the contemplated subcontract would, in accordance with Paragraph A.3. of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing Government contracts and NREL subcontracts and lower-tier subcontracts.

- Yes No

17. Intellectual Property
Required for all solicitations.

A. Patent Rights.

Offeror is:

- A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 USC 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 USC 501(a)); or
- A nonprofit scientific or educational organization qualified under a State nonprofit organization statute. Please identify the Statute _____.
- A small business concern as defined at Section 2 of Public Law 85-536 (15 USC 632) and implementing regulations of the Administrator of the Small Business Administration;
- None of the above.
 Subcontractors who have checked NONE OF THE ABOVE have the right to request, in advance of or within 30 days after execution of the subcontract, in accordance with applicable statutes and DEAR 952.227-84, a waiver of all or any part of the rights of the United States in Subject Inventions. If the Subcontractor intends to request a waiver to such invention rights pursuant to DEAR 952.227-84, please indicate:
- I intend to request an advance waiver in accordance with DEAR 952.227-84
- I do not intend to request an advance waiver

B. Rights In Proposal Data.

It is DOE policy for a subcontract award based on a proposal that, in consideration of the award, the Government and NREL shall obtain unlimited rights in the technical data contained in the proposal unless the offeror marks those portions of the technical information as "proprietary data" or specifies those portions of such technical data that are not directly related to or will not be utilized in the work to be funded under the subcontract. Accordingly, please indicate:

- No restriction on Government or NREL rights in the proposal technical data; or
- The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract: _____

C. Identification of Technical Data That Is Proprietary.

The Rights in Technical Data clause proposed to be used for this subcontract may not permit the utilization of proprietary data in the subcontract work or, if the use of proprietary data is permitted, may not be adequate to meet programmatic requirements. Use of data which is proprietary may prevent the offeror from meeting the data requirements of the subcontract (including delivery of data). **Your attention is particularly drawn to the use of LICENSED COMPUTER SOFTWARE. As used in this representation, "LICENSED COMPUTER SOFTWARE" means software in which you own proprietary rights AND which you license to others.**

Please indicate that you have reviewed the requirements in the technical scope of work and to the best of your knowledge:

1. PROPRIETARY DATA

- No proprietary data will be utilized in the subcontract work.
- Proprietary data as follows will be utilized in the performance of the subcontract work, and will be delivered in accordance with the requirements of the Statement of Work (please provide comprehensive, non-proprietary description of the data to be delivered): _____
- Proprietary data will be utilized in the performance of the subcontract work but will NOT be delivered (Do NOT provide a description of the proprietary data to be used.)

2. COMPUTER SOFTWARE (Does NOT include off-the-shelf commercial software)

- No LICENSED COMPUTER SOFTWARE will be utilized in the subcontract work.
- LICENSED COMPUTER SOFTWARE as follows will be utilized in the subcontract work _____.

18. Royalty Information (Derived from FAR 52.227-6 APR 1984)

Required for solicitations where awards may result with royalty information or if royalty information is desired.

Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

Name and address of licensor.

Date of license agreement.

Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

Percentage or dollar rate of royalty per unit.

Unit price of subcontract item.

Number of units.

Total dollar amount of royalties.

Copies of current licenses. In addition, if specifically requested by the subcontract administrator before execution of the subcontract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

19. Representation of Limited Rights Data and Restricted Computer Software (Derived from FAR 52.227-15 DEC 2007)

Required for solicitations where limited rights data or restricted computer software are likely to be used in meeting the data delivery requirements set forth in the solicitation.

This solicitation sets forth the NREL/Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data—General). Any resulting contract may also provide the Government or NREL the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting subcontract will be subject to the Rights in Data—General clause at 52.227-14 included in this subcontract. Under the latter clause, a Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked

with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government or NREL the right to inspect such data at the Subcontractor's facility.

By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—

- None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows: _____

Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

20. Representation and Disclosure of Current Collective Bargaining Agreement (Required for all solicitations.)

Offeror represents that –

Offeror Has Has Not entered into a current collective bargaining agreement (CBA) with any union representing Offeror's employees proposed to perform work under the subject subcontract.

Required disclosure –

If Offeror represented that it has entered into a current, certified collective bargaining agreement with a union representing Offeror's employees proposed to perform work under the subject subcontract, Offer shall disclose the name of that union representing its employees and indicate the period of the current CBA.

Union representing your proposed employees:	Period of current collective bargaining agreement:

In order to assist NREL in making a determination regarding Offeror's compliance with the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41) and/or National Labor Relations Act and the Affordable Care Act (ACA), NREL will use the information collected below to evaluate the Offeror's compliance with the specified labor laws and ACA.

21. Representation of Affordable Care Act compliance (ACA) (Required for all solicitations.)

Offeror represents that –

Offeror Has Has Not provided an ACA qualified health plan to its employees.

If Offer selected "Has not" above, provide a separately attached statement discussing the rationale for not providing a qualified health plan to its employees.

22. Representation and disclosure of Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41) (Required for all solicitations subject to the Service Contract Act.)

Offeror represents that –

A. Offeror Is Is Not currently performing a contract/subcontract subject to the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41).

If Offer selected "Is" above –

B. Offeror Has Has Not within the year prior to submitting this form been determined to have violated, or otherwise been charged with violating, the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41).

Required disclosure –

If Offeror selected “Has” above, Offeror must provide a separately attached disclosure detailing the Offeror’s violation(s) or charge(s) of violating the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41) within the year prior to submitting this form. The disclosure should include a discussion of current status of the alleged violation, any mitigating circumstances, remedial measures (including labor compliance agreements) and other steps taken by the Offeror to achieve compliance with the Service Contract Act and related Service Contract Labor Standards (implemented through FAR 52.222-41).

23. SAM Incorporation by Reference (implemented through FAR 52.204-8)

The Offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #:	Title	Date	Change

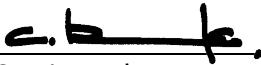
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

24. Certification

Required for all solicitations.

A person authorized to make legally binding commitments on behalf of the offeror must sign below. By signing below, the offeror certifies, under penalty of law, that these representations and certifications are accurate, current, and complete.

Company/Organization Name: E-Corp

Signature: 

Signer’s Name (Printed): Curtis Buck

Title: President

Date: 3/7/2023

Telephone Number: 801-633-6692

Email Address: curtis@e-corp4u.com

ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT

INSTRUCTIONS

Offerors are to complete an Organizational Conflict of Interest DISCLOSURE Statement using this form only for purposes of disclosing an actual or potential organizational conflict of interest. If the Offeror has determined that it has no organizational conflict of interest to report, please complete the Organizational Conflict of Interest REPRESENTATION Statement

NOTE: An unfair competitive advantage does not include the normal flow of benefits from the performance of the proposed effort under the proposed subcontract with NREL.

The disclosed information shall be presented within the template below in the following prescribed format:

Include a statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work.

For contractual interests, include the name, address, telephone number of the client(s), a description of the services rendered to the client(s), and the name of the responsible officer or employee of the offeror who is knowledgeable about the services rendered to such client(s) if, in the 12 months preceding the date of the statement, services were rendered to the U.S. Government or any other client(s) (including a foreign government or person) respecting the same subject matter of the solicitation or proposed subcontract or directly related to such subject matter. The agency name and contract number under which the services were rendered must also be included, if applicable.

For financial interests, the statement must include the nature and extent of the interest and the name and address of any entity or entities involved in the financial relationship.

For these and any other interests enough information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

Include, complete, sign and date a signature block as provided in the template below (Note: NREL cannot accept digital signatures at the present time, all signatures must have the appearance of having been personally signed by hand. Signed, scanned and emailed documents are acceptable).

**ORGANIZATIONAL CONFLICTS OF INTEREST
DISCLOSURE STATEMENT**

Solicitation/Proposed Subcontract Number: RFX-2023-23006

On behalf of my organization, I disclose that with respect to a potential or actual organizational conflict of interest regarding: (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage, the facts of such potential or actual conflict are fully disclosed below:

Contractual Interest Disclosures (*replicate table template for additional contractual disclosures*):

Agency name and contract number under which the services were rendered:	N/A
Name of Client (if other than Agency):	N/A
Name of the responsible officer or employee of the offeror who is knowledgeable about the services rendered to such client:	N/A
Telephone number and email address of the client:	N/A
Description of the services rendered to the client(s):	

Financial Interest Disclosures (*replicate table template for additional financial disclosures*):

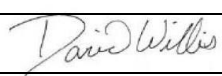
Description of the nature and extent of the interest:	N/A
Name and address of any entity or entities involved in the financial relationship:	N/A

Additional information to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work:

--

I hereby disclose all information included above in accordance with DEAR 952.209-8:

Organization/Company Name E-Corp

Signature: 

Name and Title: David Willis, General Manager

Date: 2/16/23

Executive Summary: Reliably Delivering Required Services to NREL

With E-Corp, NREL receives the detailed planning, extended flexibility, and significant experience needed for working within occupied spaces and secure, critically operational industrial and laboratory settings. We complete quality projects on time by managing safety and providing a reliable and financially stable team.

WHY CHOOSE E-CORP

- Experience on **more than 1430 federal projects**
- Performance on **120+ NREL task orders** on 2 TOAs and 1 WOA
- Experience strictly adhering to NREL's safety procedures
- Key personnel valued at more than \$540 million with **PIV security badging** and experience managing the unique working conditions at NREL
- Experience completing ground-up construction valued between \$5M-\$10M
- Longstanding relationships with many **local subcontractors and suppliers**
- **Seven-figure** working capital available
- Aggregate bonding capacity up to **\$80M**; single project bonding up to **\$20M**
- Average **bond cost of 1%** (for Design-Bid-Build projects)
- **\$2M** guaranteed line of credit
- DART and TCIR rates

NREL needs a contractor that can be trusted to utilize and manage safe lower-tier subcontractors to deliver a high quality project on time. E-Corp's experience completing 120+ task orders on 2 TOAs and 1 WOA at the NREL campus, as well as our experience completing projects of similar size and scope, makes us the reliable choice.

E-Corp (DUNS # 13251696) is a small business federal contractor that offers NREL the following exclusive qualifications that cannot be matched by our competitors:

- Experience completing 120+ projects at the NREL campus
- Experience completing new ground-up construction valued at \$5M-\$10M for multiple federal agencies
- Experience completing projects at data centres, laboratories, research facilities, military bases, and hospitals/medical centers
- Experience following and meeting NREL's safety guidelines on 120+ projects over 7 years
- Longstanding relationships with trusted local lower-tier subcontractors who equally value safety

Because of our extensive NREL experience, we understand the unique needs of completing projects at NREL facilities, and we get the job done with as little hassle to the client as possible.

No ramp-up time is needed—E-Corp is ready to begin work on day one.

8.1 Safety

Feel confident with a contractor NREL knows and trusts. E-Corp has 7 years of experience completing work at NREL. In that time, we completed more than 120 projects, task orders, and work orders on multiple TOAs and WOAs. In addition to following our own safety policies and procedures, we know and strictly follow NREL's safety requirements.

E-Corp has never had an unresolved safety issue on any of the 120+ projects, task orders, or work orders that we have completed for NREL. Safety is at the forefront of everything we do. Our corporate safety manager Stacy Maxfield makes sure of that. Stacy provides 25 years of safety expertise to our team and our clients. She has spent more than 15 of those years focused on federal construction safety. We have attached Stacy's resume and our corporate safety plan at the end of this section.

Because of our extensive NREL experience, we have a clear understanding of NREL's requirements. We agree to flow down NREL Environment, Safety, Health & Quality Department (ES&H) requirements to lower-tier subcontractors. We also agree to oversee workers and lower-tier subcontractors for compliance with ES&H requirements.

The following demonstrates how our safety culture meets industry standards and the minimum NREL safety requirements. It also describes how our company safety policies and procedures are actualized at the project site with the owner/client, tenants, safety professionals and workers.

8.1.1 How Day-to-day Work Activities, Associated Hazards, and Hazard Mitigation Are Discussed with Workers

Because of our performance on 120+ projects, task orders, and work orders at the NREL campus, we are very clear on NREL's safety requirements. For example, we are well versed in filling out and following the following NREL forms:

- Hot Work Order Form and Checklist
- Construction Subcontractor Safe Work Permit Form
- Construction Subcontractor Safety Orientation Checklist
- Office of Security & Emergency Preparedness Construction Orientation Form

Each employee has to go through and sign off on the forms before they can go on the job site.

Additionally, we know that NREL adheres to DOE safety requirements, which are more stringent than what OSHA requires. For example, the DOE has more stringent requirements for respirable crystalline exposure in construction.

Instead of following the OSHA Respirable Crystalline Silica Standard Table 1, Specified Exposure Control Methods When Working with Materials Containing Crystalline Silica, NREL follows the DOE Recalculated Table 1 Silica Control Measures, which specifies engineering controls and respiratory protection requirements more stringent than those required by OSHA.

E-Corp personnel at NREL have used Powered Air Purifying Respirators (PAPR) while completing exposure assessments to increase our level of protection as they have a higher Assigned Protection Factor (APF).

The DOE follows the ACGIH TLV of 25 µg/m³ instead of the OSHA PEL Of 50 µg/m³.

The DOE also requires a penetration permit, whereas OSHA does not.

Our team not only understand these differences, but we also are experienced in meeting the DOE's more stringent requirements.

We have attached our daily toolbox form at the end of 8.1 to demonstrate our day-to-day activities.

8.1.2. Examples of How Non-typical Activity Hazards Are Identified and Resolved

Example – Freezing rain causes extreme slip hazards – NREL – Colorado

The region was experiencing freezing rain causing black ice and a coating of ice on everything throughout the day. The contracted snow removal contractor had not yet been onsite. E-Corp's safety manager and superintendent utilized our snow melt and walk behind spreader to lay down salt along natural walking paths used by the workers. Since it was continuing to precipitate throughout the day, areas that were salted would freeze over within a matter of time.

Hazard Resolution Steps

1. Immediately placed additional snow melt to the sidewalk and other walking pathways our contractors typically travel on. Continued to resalt walking paths every hour throughout the day.
2. Asked the client to block the south facing exit doorways so client personnel would not walk into our "construction area" to decrease walking traffic for the day.
3. Placed signage at all doorways that exit into construction area to warn about slippery conditions.
4. Placed labeled 5-gallon buckets with lids that contain salt at each doorway that exits into construction area.
5. Recommend to each person they carry a zip lock bag of snow melt in their personal vehicle so when arriving onsite they can salt outside of their vehicle, provided salt and zip lock bags.
6. Discussed in a safety meeting on site potential icy conditions, taking care when walking on slippery surfaces, locations of ice melt, and immediately taking care of slippery conditions when found on site with all construction personnel during daily site safety briefing. Had all personnel watch safety video about slippery conditions, walking like a penguin, care when entering/exiting vehicles and buildings.

Example – Multi level stair and landing install below ground level – NREL – Colorado

We had a contract with NREL to remove two sets of exterior staircase and landings (multi-level 2 & 3) and replace with new, beginning at ground level and finishing below grade 3

levels on one set and 2 levels on the other. One of the complications with this situation was tying off personnel at ground level to protect them from falling below grade to the bottom of the stair wells. Because these staircases were starting at ground level, the tie off locations were not easily accessible and we had to look for alternative locations for tying off.

Hazard Resolution Steps

1. Locating an anchor point: Hazard - Finding a new tie off location within a reasonable distance of the work that was directly overhead. The parapet walls around the stairwells were too short and created additional swing hazard if a worker fell. The adjacent building had a roof parapet wall two stories directly above the work that we could utilize for Temporary Parapet Wall Lifeline Anchor points.
2. Installing Temporary Parapet Wall Lifelines: As with all buildings at NREL, the roof access is controlled by the site security. We contacted site security to gain access to the roof and installed our Temporary Parapet Wall Lifelines. We informed security that our lifelines would remain in place for the duration of the project and we would contact security when we needed to retrieve them after the work was completed.
3. Utilizing new anchor points: Anchor points were 2 stories above ground level. New safety equipment was obtained, self-retracting lifelines capable of reaching the construction personnel at ground level and long enough to provide access to all 3 working levels below with 100% tie-off fall protection.
 1. Access fall protection equipment: Accessing the self-retracting lifelines for personnel to tie off became an issue due to anchor points located two stories above ground level. We connected 1/4" rope to the self-retracting lifelines so personnel could access the lifelines for work and leave them raised to the roof parapet when not in use. This kept them out of the way when not in use and avoided putting tension on the lifelines when not being used for fall protection.

Example – Fire prevention while cutting concrete – NREL – Colorado

Several projects completed by E-Corp at NREL have involved concrete cutting around the facility site near areas containing native grass. On one project we were removing concrete curbs utilizing a wet saw cutting method. Typically, when using a wet saw, fire hazards are not a concern because the amount of water used during the cutting process eliminates sparks and potential for fire. Because this particular year was extremely dry and we were within close proximity to dry native grass, sparks from cutting through the concrete reinforcement were enough to start a small fire in the grass near our cutting operation which was quickly extinguished.

Hazard Resolution Steps

1. Site determination: Prior to performing any work with potential for sparks such as saw cutting near flammable materials, a site walk is performed with the superintendent and facility safety manager to determine the hazards of the task and potential for starting a fire. Hot work permit to be issued if ignition source is present and flammable materials are nearby.
2. Issuing a hot work permit: NREL Hot work permit procedure is followed including any specific requirements based on the site safety walk. These permits can have requirements such as having the facility maintenance cutting down excessive

vegetation in the area, flammable objects nearby removed, wetting down the area with water, covering items with fire retardant blankets, etc.. All personnel involved will be briefed on site specific fire prevention techniques prior to start of the hot work. Personnel filling out hot work permit and fire watch personnel will have appropriate training.

3. Activity duration and follow up: No spark producing activity will be started until the permit is completed and approval to proceed with work has been granted. During all hot work operations, fire watch will be required, fire extinguishers are immediately available (20lb units – 2 ea.) for fire watch to utilize in the event of sparks/fire. After work is completed, fire watch will continue for the time specified on the hot work permit to ensure a delayed fire does not start.

8.1.3 Examples of How Safety Findings Are Addressed Quickly, Resolved with Safety Professionals, and Communicated to Workers

E-Corp employees are trained in hazard recognition and prevention. All training is conducted in an effort to reduce the frequency and severity of work-related accidents, incidents, injuries and illnesses, provide uniform health and safety guidance for personnel and comply with all federal, state and local health regulations that affect E-Corp activities. E-Corp employees have the opportunity to make safety suggestions that are reviewed by the safety committee for implementation. All incidents including injuries, property damage, and near hits are fully investigated following the Incident Reporting and Investigation policy including root cause analysis and corrective actions. Lessons learned are shared with employees via daily safety meetings, monthly corporate wide safety trainings, and email bulletins.

Daily toolbox safety meetings are held to ensure all personnel are prepared for the tasks of the day. Meetings address site specific hazards, review the Health and Safety Plan, discuss and resolve the risks and mitigations of daily tasks, discuss any Health, Safety, Security and Environment concerns and raise the consciousness of each worker before they start work. Additional content includes:

- A Hazard Communication review.
- Address the risks of any issues arising from the daily site walk and the location of on-site equipment and materials.
- A review of permitted activities for the day.
- A review of the right and obligation to ‘Stop Work’ and identify ‘Stop Work’ triggers.
- Discussion regarding implementing controls set forth in the Risk Assessment and the Daily Toolbox Meeting. Verify that all parties on site have a complete understanding of the work plan and controls that are in place.
- Allocating resources and completing permits by those performing permitted work.

Daily Post job review:

- Best practices or lessons learned/observed during work.

- Health and Safety concerns including incidents, near-hit reports or observations.
- Any 'Stop Work' interventions.
- Sign-out times and workforce signatures. By signing, individuals confirm that they have left uninjured, unless they have been affected by an incident or received first aid, which should be documented as part of the post-job review as allowed by law.
- Additional hazards and risk controls identified requiring Risk Assessment update.

All E-Corp employees are trained in Stop Work Authority. Each employee has the authority and obligation to stop any task or operation where concerns or questions regarding the control of risks exist or potential damage to the environment may occur. The steps to a Stop Work Authority for E-Corp Include:

1. Stop
2. Notify
3. Correct
4. Resume

When an unsafe condition is identified the Stop Work Intervention will be initiated, coordinated through the Supervisor and Site Safety personnel, and initiated in a positive manner. Notify all affected personnel and supervision of the Stop Work issue, contact the Project Manager and Corporate Safety Representative, correct the issue, and resume work when safe to do so.

Awareness of safety policies and procedures and communication to employees is critical to ensure employee safety. E-Corp procedures to ensure employees are aware of safety requirements:

- Corporate Health and Safety Management Systems and site-specific Health and Safety Plans are available for all employees to review at any time in the site office and electronically.
- Employees are trained as required by federal regulations on all standard operating procedures that pertain to their job.
- Daily safety briefings will be held to communicate site-specific health and safety information, review risk assessments, and to update training. Each person in attendance at the meeting is given the opportunity to comment.
- Safety information will be posted as appropriate on company bulletin boards and sent out in email notices.
- Safety topics and notices are conveyed during monthly safety trainings for all employees and management meetings.

Lessons learned are communicated to all personnel.

Here are examples of how safety findings are addressed quickly, resolved with safety professionals, and communicated to workers.

1. Communication of site-specific security and safety hazards to all workers - Nevada
E-Corp had a project with very specific security and safety issues for site access. This area is off limits to all civilian personnel and only designated military personnel

can access without escort. All personnel entering the construction zone must access the project site through a security checkpoint, be escorted at all times while traveling to the site, and 100% escort while on site. In addition, the entire work area is in the designated blast zone. Site specific training was developed by E-Corp addressing these security issues, check in/out procedures, escort requirements including vehicle travel through secure areas, safety requirements of working in a hazardous blast zone, potential exposure to hazardous materials on site, in addition to typical construction hazards. This training included a presentation, discussion, and opportunity to ask questions. Briefing was conducted for all new personnel entering the project site and updated during daily safety briefings on site with all contractors. Post job review and lessons learned from the previous day were discussed during daily safety briefings.

2. Communication with delivery personnel - Colorado

A delivery driver successfully delivered materials to the project site. After leaving the project location, the driver got confused and took the wrong road toward the gate. This road led to a carport that was not tall enough for the delivery vehicle to pass under. E-Corp conducted a full Investigation of this incident. Root causes found were lack of physical barriers to prevent vehicle traffic going under carport, lack of posted signage for exit, and untrained delivery operator, the operator was new and did not have experience at the facility. Corrective action items to prevent future occurrence included:

Elimination: Place delineators at the start of the side road so vehicles can't drive under carport. Identify any other low clearance obstacles and implement a plan to prevent this again.

Engineering Controls: Post signage to the main gates into the construction area so drivers are aware it is the entry/exit.

Administrative: Reinforce to all subcontractors the expectation for deliveries. As we cannot control which driver is assigned to deliver to the site, all delivery drivers were escorted from outside the security gate through the job site fence entrance, then out of the fenced area back to security when completed.

3. Stop work order issued - fall protection required - Nevada

E-Corp had a project with an elevator shaft 3 stories high. A full guardrail was in place for protection from falls into the elevator shaft. Guardrail was removed for glass to be installed in the elevator lobby. Glass installation personnel were wearing full fall protection gear during installation. The final piece of glass was not installed in the corner because a piece of backing was missing. The glass contractor put up a temporary rope to block this less than 3 foot area off as the guardrail no longer fit in the opening. E-Corp superintendent issued a stop work order in the area. All personnel working in the area were notified of the hazardous condition. Guardrail was acquired meeting the fall protection standard and put into place. This resolved the fall hazard safety issue and work in the area resumed. The stop work order and lessons learned were communicated to all personnel on site in the site safety briefing.



STACY MAXFIELD

SAFETY OFFICER

EXECUTIVE SUMMARY

- 25 years of safety experience
- 15+ years of federal construction experience
- 15 years of IDIQ experience

EXPERIENCE

SAFETY OFFICER • 2021 – PRESENT

- Perform periodic on-site inspections of projects for safety compliance and best practices
- Travel to project sites and regional offices for inspections and training
- Instruct field employees on holding proper weekly safety meetings and generate topics and materials for these meetings
- Perform site inspection to ensure site personnel are keeping accurate records and performing necessary safety tasks and documentation
- Hold and lead trainings periodically for field employees to teach best safety practices
- Compose safety narratives and safety plans for proposals
- Customize site-specific safety plans as required for new clients and new projects
- Update and maintain corporate safety plan; train all employees on its contents and regulations
- Maintain OSHA-mandated forms and record keeping
- Work in conjunction with insurance providers to keep worker's comp and insurance rates competitive
- Receive and maintain training and certifications to properly train our employees and meet project and/or client safety requirements
- Ensure compliance with all OSHA or EM-385 regulations

EDUCATION

- Utah State University, June 1997
 - BS Public Health: Industrial Hygiene /Environmental Biology Dual Major
 - Minor: Chemistry

TRAINING & CERTIFICATION

- American Board of Industrial Hygiene - USA
- Certified Industrial Hygienist
- HAZWOPER Trainer
- FA/CPR/AED Trainer
- Confined Space Entry/Rescue Trainer

PAST PERFORMANCE

- 07/2020 – 09/2021, EPA Region 8 Eagle Mine Superfund Site Oversight
Oversight of area impacted by past mining activity and control transport of toxic metals from mine waste pollution along the Eagle River for operable units 1-3 including sampling, monitoring, reporting, field oversight, and community interaction.
- 05/2013 – 9/2021, Defense Distribution Depot Hill PCB and Chlorinated Solvent Site Remediation
CERCLA site remediation system monitoring, operation, maintenance, and optimization services. EPA compliance monitoring sampling, analytical evaluations, engineering modifications, CERCLA reporting. Site includes 220 acres of wellfield including 110 monitoring wells, 50 extraction wells, and 50 injection wells.
- 10/2019 – 9/2021, TEAD-N Operations and Maintenance of Air Sparge and Soil Vapor Extraction Systems, Tooele, UT
CERCLA site operations, maintenance, groundwater sampling and air sampling processes and EPA compliance reporting.
- 5/2013 – 9/2021, Engineering Services Bridger Power Plant, WY
Engineering evaluation, operations, maintenance and optimization of Bridger Power remediation and rehabilitation systems.
- 5/2013 – 11/2020, Base Wide Long-Term Monitoring/Operations & Maintenance Hill AFB UT
Multi-year monitoring and Operations and Maintenance for Operable Units 1-12; comply with performance standard verification reports. Monitor Effluent discharge, underground storage tanks, maintain facilities landfill caps, on base and off base property.
- 12/2014 – 9/2016, Constructed Wetland Commissioning Rico Argentine Mine Site, CO
Design/install at remote mine site; commissioning activities, colonization phase, inlet control/chemical feed, horizontal wetland treatment train, vertical wetland treatment train, telemetry. Transition all systems to operation.
- 01/2014 – 11/2014 Jim Bridger Power Plant Fuel Oil Abatement, WY
Screening/segregating soils during excavation and borehole installations. Report fuel oil recovery volume at borehole locations during drilling. Cleaning maintenance and repair of pumps, tanks, and oil/water separator.
- 3/2012 – 5/2013, Camp Davis Raid and Airfield Seizure Training System, NC
Development of an Airfield Seizure/Raid Training Facility for urban warfare training by service level trainees to accomplish required tactics, techniques, and procedures. Facility comprised of multiple types of training elements/structures to simulate a foreign airfield/airport facility. The project site is 143 acres, site work applied to 47 acres in which the training systems were installed.
- 11/2011 – 11/2012, Role Player Cantonment Area at Marine Corps Training Area Bellows in Waimanalo, HI
Provide approximately 5500 SF of temporary billeting space for up to 100 role players. Manufactured modular buildings were utilized to provide the space required.
- 1/2011 – 5/2013 Offutt AFB SABER contract.
IDIQ design-build contract for construction efforts at Offutt Air Force Base (AFB), Nebraska. Project encompassed a wide variety of individual construction tasks.

**DAILY TOOLBOX MEETING FORM**

Revised 02/07/23

PROJECT/TASK: _____ LOCATION: _____ DATE: _____

Operations Manager: _____ Muster Point: _____

SIMOPS: Yes No (If yes, describe) _____Has the SIMOPS work plan been communicated to all personnel, subcontractors, etc.? Yes No N/AHas a Risk Assessment been completed and reviewed for each task? Yes No

Identify if there are any permitted activities to be performed: _____

EMERGENCY CONTACTS: _____**Equipment List:**

Have equipment checks been completed, documented, and reviewed by the Employees? ___Yes ___No

SAFETY, RISKS, HAZARDS IDENTIFIED:

<input type="checkbox"/> Driving	<input type="checkbox"/> Slips/Trips/Falls	<input type="checkbox"/> Lifting	<input type="checkbox"/> Communication
<input type="checkbox"/> Traffic	<input type="checkbox"/> Pinch Points	<input type="checkbox"/> Heat/Cold Stress	<input type="checkbox"/> Working in Remote Locations
<input type="checkbox"/> Electrical	<input type="checkbox"/> Biological Hazards		

Other Hazards (List): _____

Describe safety discussion topics covered:

_____**Description of all work activities to be performed today:**
1. _____
2. _____
3. _____
4. _____
5. _____
6. _____**RISKS:**

Has a risk-assessed SOP been completed for work activities? ___Yes ___No

If not, contact your Safety Manager before beginning the activity.

Have the controls set forth in the RA been implemented? (Have you verified that all parties on site have a complete understanding of the work plan and controls that are in place?) ___Yes ___No

PPE REQUIREMENTS:

<input type="checkbox"/> Safety Glasses	<input type="checkbox"/> Respirator	<input type="checkbox"/> Gloves	<input type="checkbox"/> Safety Vests
<input type="checkbox"/> Hard Hat	<input type="checkbox"/> Face Shield	<input type="checkbox"/> Hearing Protection	<input type="checkbox"/> Other (list)
<input type="checkbox"/> Steel-toe Boots	<input type="checkbox"/> Tyvek/Nomex	<input type="checkbox"/> Safety Harness	



DAILY TOOLBOX MEETING FORM

Revised 02/07/23

PROJECT/TASK: _____ **LOCATION:** _____ **DATE:** _____

EMPLOYEE SIGNATURES (Signature / Time In):	Number of People on Site
	<p>I arrived fit for duty:</p> <ol style="list-style-type: none"> 1. You are physically and mentally fit for duty. 2. You are not under the influence of any type of medication, drugs, or alcohol that could affect your ability to work safely. 3. You are aware of your responsibility to bring any illness, injury, (regardless of where or when it occurred) or fatigue issue you may have to the attention of the supervisor. <p>I know the hazards:</p> <ol style="list-style-type: none"> 1. I understand the hazards and risks applicable to the work you are about to perform. 2. I understand the permit requirements for this job. (If permits are required.) 3. I am aware that all tasks and work for this project must be risk assessed. 4. I am aware of my obligation to "Stop Work" any time anyone is concerned or uncertain about safety and will stop the job if any one identifies a hazard or mitigation not recorded on the original Risk Assessment.

VISITORS (Name, Company):	Number of Visitors
	<input type="checkbox"/> PPE <input type="checkbox"/> HSSE Briefing
	<input type="checkbox"/> PPE <input type="checkbox"/> HSSE Briefing

Visitor's signature confirms receipt of and understanding of the visitor orientation.

SUPERVISOR'S SIGNATURE/DATE: _____

EMPLOYEE SIGNATURES (Signature / Time Out):	Number of People on Site
	<p>By signing, individuals confirm that they have left uninjured, unless they have been affected by an incident or received first aid, which should be documented as part of the post-job review.</p>

POST DAILY REVIEW:

8.2 Successful Past Performance, Construction Experience, Relevancy

By selecting E-Corp, NREL gains a contractor with experience managing and implementing 120 NREL task orders. Our team is experienced in performing construction at laboratory or research facilities and completing work at highly secure, fully operational campuses. No ramp up time is necessary for our team.

With an E-Corp office in Loveland, Colorado, NREL benefits from local support and quick decision-making just *an hour away*, as well as longstanding relationships with local subs. ***Our Colorado team has completed 100 task orders on 2 NREL TOAs and 1 NREL WOA in Colorado.*** The following four projects demonstrate our ability to successfully perform construction projects of a similar size and scope while working at critical laboratory facilities and occupied spaces.

8.2.1 – 8.2.3 Experience on the new ground-up construction projects, with federal and government agencies, and with projects of \$5M to \$10M value

Project 1: USACE Nellis AFB FY19 Combat Rescue Helicopter Simulator Facility

Contract # W912PL19C0024

Dollar Value: \$5,702,845.81

POP: 1/6/2020 – 3/31/2021

POC: Sandra Oquita, CO, Sandra.oquita@usace.army.mil, 213-452-3249

Similarities to Flatiron Control Center Facility Construction

- Federal government construction project
- New ground-up construction
- Dollar value between \$5M & \$10M
- Completed within the last 3 years

Our team constructed a new US Air Force facility that housed a Combat Rescue Helicopter (CRH) Simulator and training facilities. The facility required a new high bay area that the new CRH Simulator was placed. The 8000 SF building sits on a reinforced concrete foundation and floor slab which was achieved after excavating and establishing our subgrades for footings and foundation.

The frame of the building was constructed using structural steel framing, the exterior walls are constructed of masonry block, attached to the masonry blocks on the exterior of the building we installed metal panels for aesthetics. The interior of the building consists of a men and women's restroom, a janitorial closet, two large conference rooms and a Simulator room. The interior finishes consist of a plumbing system, HVAC system, all electrical and comm, floor tiles, carpet tiles, drop in ceilings, and paint.

This project included over 7 acres of site work that included a new parking lot, driveways, site utilities, concrete flatwork as well as new gates and protective measures. To the exterior of the building, after we were done grading, we provided a crushed aggregate base parking lot with two handicap stalls that are paved in asphalt with the associated parking lot striping. We formed and poured concrete sidewalks from the parking lot to the main entrances and around the exterior of the building.

NREL gains a contracting team that responds quickly and efficiently to challenges. We dealt with many challenges related to the Covid-19 pandemic. We had many delays in material procurement as well as difficulties with our subcontractors dealing with their own internal COVID-19 issues. We found solutions to these challenges by meeting with the USACE and devising a plan to start doing our work completely out of sequence. This took a great deal of communications with the USACE, our subcontractors, and our own internal team. With this plan in place, we were able to keep the project progressing throughout the duration and when materials became available and arrived, we were able to smoothly transition to the work associated with materials.



USACE Combat Rescue Helicopter Simulator Facility.

We overcame many challenges related to the Covid-19 pandemic, including material delays. By communicating with the USACE, our subcontractors, and our own internal team, we were able to keep the project progressing throughout the duration and when materials became available and arrived, we were able to smoothly transition to the work associated with materials.

Project 2: USFS Dixie National Forest Supervisor’s Office Building

Contract #: 12026119C0010

Dollar Value: \$6,247,358.00

POP: 9/3/2019 – 2/8/2021

POC: Steve O’Neil, 435-233-0621, steven.oneil@usda.gov

Similarities to Flatiron Control Center Facility Construction

- Federal government construction project
- New ground-up construction
- Dollar value between \$5M & \$10M
- Completed within the last 3 years

Our team constructed a 15,800 SF wood-framed building for the USFS. The building had many intricate structural requirements, design features, and architectural finishes, including a grand main entry with large timber posts and beams.

This project consisted of several steps. First, there were multiple existing buildings that had to have hazardous materials abated and removed, such as asbestos, PCB light ballasts, old oil, solvents, a coal fired heating system, and lead paint.

Second, once we abated and removed the hazardous materials, we had to demolish and remove these same existing buildings from the site. Since we were required to achieve 2 Green Globes as defined in the Green Building Initiative, we had to separate all recyclables and metal from the demolished buildings and document that we properly processed and recycled them.

Third, we excavated and removed all existing underground utilities. Fourth, we rerouted overhead power lines around the project site and placed them underground. Fifth, the existing curb, gutter sidewalk and driveway approach on Main Street had to be removed, adjusted, and replaced. We placed 40,000+ SF of asphalt paving for the new parking lot, along with 10,000+ CY of concrete for the structural building pad, sidewalks, curb & gutter, and retaining walls.

The sixth step and final was the construction of a new office building for the National Forest Service, Dixie National Forest Supervisor's Office and Cedar City Ranger District Office. The building is 15,800 SF and is wood framed with many intricate structural requirements, design features, and architectural finishes, including a grand main entry with large timber posts and beams.



In addition to the new building, there was new onsite curb, gutter, sidewalk asphalt parking lot, all new onsite underground utilities, new irrigation system and landscaping, a geo-thermal system consisting of fifteen holes which were drilled to 350 foot depth, site lighting, new retaining walls, chain link fencing around the perimeter of the site, secure parking area, an interpretive area including picnic tables, an onsite drainage and retention pond system, as well as many other features unique to the Forest Service.

Praises for a job well done by our team.

Steven O'Neil said this on a recent PPQ: "They made great efforts to keep the project on schedule and moving. They successfully navigated winter conditions, COVID constraints and managing multiple sub-contractors. Schedule updates were reviewed weekly with a three week lookahead."

As with any large site civil plan, the exact elevations and dimensions that seem to work perfectly on paper, sometimes need modifying and adjusting onsite as dirt begins to be moved and the exact flows for drainage are established and verified. This was also the case on this project. E-Corp had the site surveyed and marked multiple times during the construction process to ensure the designer's intent was followed and established. When modifications and adjustments needed to be made onsite due to drainage and flows of the actual site conditions, we notified and work jointly with the USFS inspections and project manager to make sure they were involved in all decisions and adjustments.

Project 3: BOR Hoover Dam Checkpoint Improvements

Contract #:140R3020C0015

Dollar Value: \$7,820,489.00

POP: 11/2/2020 – 4/4/2022

POC: Jesse Alvarado, 702-494-2481, jalvarado@usbr.gov

Similarities to Flatiron Control Center Facility Construction

- Federal government construction project
- New ground-up construction
- Dollar value between \$5M & \$10M
- Completed within the last 3 years

Our team developed a permanent entry security checkpoint facility that provides improved security screening and inspection facilities, creates improved traffic flow and traffic calming measures to improve safety for the public and for personnel working at the checkpoint, and better directs visitors through the checkpoint for an improved visitor experience.

Hoover Dam receives approximately 3,000,000 visitors per year. The Hoover Dam Checkpoint is the first line of defense for the dam and associated facilities. All vehicles going to the dam are required to pass through the checkpoint and are subject to screening and possible inspection.

This was a high-profile project, and the dam had to remain open for visitors during construction. Coordination to keep the existing checkpoint operations functioning while constructing the new infrastructure, inbound and outbound roads, and facilities, was a challenge. Traffic control was also a huge undertaking as we shifted inbound and outbound lanes along with relocating existing checkpoint structures to allow for site preparation and construction of several new inbound lanes, new outbound lanes, and a new 4-opening round-a-bout system.

Demolition of existing structures and construction of the new infrastructure including site drainage, sewer, power and fiber, and domestic water, as well as mass excavation and grading, made up a large portion of the project. We placed large concrete footings for the massive entrance, checkpoint, and ticketing station steel canopy structures and have lighted steel dimensional lettering signage “Welcome to Hoover Dam” atop the canopies. Construction of a new masonry and EIFS employee and screener booth facility and new inspection booth, both complete with bullet-resistant fiberglass panels, steel doors and windows, provided employees and security personnel with secure, state-of-the-art workplaces to accommodate the entrance of the millions of visitors received at the Dam each year. Each inbound lane has large, illuminated LED directional signage to assist visitors through the checkpoint. The new entrance ticketing stations is completed with BIG Booths structures and POS stations, as well as automated parking control kiosks that accept credit card payment.

Project 4: FAA Denver Air Route Control Center Major Mechanical Sustainment (ZDV ARTCC MMS)

Contract #: 697DCK-19-C-00038

Dollar Value: \$10,460,784.15

POP: 1/2020 – 12/2022

POC: Trevor Umbinetti, 206-231-2596, trevor.umbinetti@faa.gov

Similarities to Flatiron
Control Center Facility
Construction

- Federal government construction project
- New ground-up construction
- Dollar value between \$5M & \$10M
- Completed within the last 3 years
- Took place in Colorado

The purpose of the \$10M Major Mechanical Sustainment was to replace a 25-year-old chiller plant. The existing chiller plant was made up of three cooling towers, three condenser pumps, four York chillers, four chilled water pumps, and an outdated DDC control system.

This project involved a long and detailed pre-construction and design-assist phase. Four multi-day planning sessions were held onsite during the lead up to this project. This included the Initial Design Review Meeting, Risk Management Meeting, Submittal Review Meeting, and Final Design Acceptance Meeting. E-Corp also involved all of our significant subcontractors at each of these meetings to address their

questions and concerns beforehand. We also trained them FAA standards, procedures, and expectations.

During the Initial Design Review Meeting, E-Corp and our subcontractors reviewed every page of the proposed design and specifications with the FAA design engineers and facility representatives. We shared best practices and lessons learned from our previous 5 ARTCC MMS projects and discussed how they could be incorporated into the ZDV ARTCC design. We reviewed specific options on mechanical and electrical equipment to see what added

value to the project and what options were not efficient in this particular area or setting. We discussed short-term and long-term project goals and reviewed plans to see if they met those goals for the facility users.

To replace the chiller plant equipment, we mobilized three temporary 500-ton YORK units to fulfill the cooling needs of the buildings highly critical electrical/communication equipment. The three YORK units were staged on the West side of the building. Two of the temporary chillers would be completely functional and the third unit would serve as a backup if any failures occurred with the two functioning temp. chillers.

Approximately 260 LF of 10" temporary chilled water supply/return piping was installed in the chiller room and routed through the confined access space outside to the temporary chillers. It was then routed down the existing west side sidewalk where it was installed on 4" tube style seismic hangers and braced. Bypass valving was installed to allow the existing chiller plant to function as normal until transition was scheduled.

Approximately 520 LF of 4" rigid conduit was installed on top of the seismic bracing which would provide double source electrical feeds from the essential bus for each of the two temp. chillers in service. DDC communication cabling was also ran out to each of the temp. chillers that would allow for the monitoring of temp. chiller water supply and return temperatures. Once the set points were established, anything outside of those would send an alarm to the FAA's site technicians indicating a problem with the current temp. chiller.

As part of the temp. chillers notification system, E-Corp also installed remote monitoring which allowed for mass text message alerts to all FAA personnel, E-Corp, and the mechanical contractors. This system also was able to rotate chillers if a power failure or mechanical problems was found on the currently running temp. chiller. The Temp. air cooled chillers that were onsite to run the facility's cooling load always remained at N+2. This means that the current load of the building would only require one 500-ton temp. air cooled chiller even on the hottest day in summer, if that was to fail, there would always be two backup temp. chillers to manage to building's cooling requirements.

The temp. air cooled chillers were then tested rigorously for 5 days. Numerous tests were completed while in bypass to prove that in case of power failure or equipment malfunction that the temp. chillers would rotate and begin providing chilled water to the facility.

We completed the transition from the existing chiller plant to the temp. air cooled chillers at night in case of any equipment failures. With the installation of the bypass valving, transition from the chiller plant to the temp. air cooled chillers went smoothly.

After transition was completed, we began removing the existing piping for all four chillers. The existing refrigerant was removed and recovered. The compressor housing and electrical was all disconnected to allow for clearance under the existing piping that was to remain.

The concrete curb in the stairwell bottom was removed to allow for the smooth transition from the chiller room to the bottom of the stairway where each of the four chillers were craned from the basement onto a flatbed semi-trailer. This was typical for all the chillers and pumps in the chiller room.

The new chillers were staged onsite and were then craned into the bottom of the stairwell. From that point they were placed on a dolly system that allowed them to be moved around by hand. When in the chiller room they were placed on their respected pads for installation.

They were installed in locations that the new pipe fabrications can be installed. The new chillers are 350-ton York Chillers.

Along with the chiller installation, a new heat exchanger and three new Bell & Gossett chilled water pumps were installed. These new pumps are capable of 789 gallon per minute. We also installed 3 new condenser pumps in the existing pumphouse. The three new condenser pumps are capable of 998 gallons per minute.

The three existing cooling towers were also replaced as part of this project. The three towers were disassembled and removed. Each cooling tower held approximately 50,000 lbs. of filtering media brick which was removed one by one and recycled as part of the Waste Management Plan for this project.

Once the towers we removed we replaced the existing structural steel in order to allow for the new cooling towers. E-Corp also installed a new structural walkway underneath the towers which enabled the FAA to replace motors and complete maintenance without the need for a lift to access the tower motors.

A single building addition was added to the North side of the existing pumphouse. The new additions had a footprint of 8' x 10'. The new electrical addition was built to house 7 new VFD's, one control panel, one 15 KVA transformer, and several 120/480 electrical panels in charge of supplying power to flow controls valves and cooling tower fans.

A new Schneider Electric control system was installed in conjunction with the new chiller plant equipment replacement. 11 new network controls panels were added throughout the facility. They controlled all the new chiller plant equipment and surrounding CRAC units.

After installation, testing, and commissioning of all new chiller plant equipment, E-CORP & the FAA transitioned from the air-cooled chillers back to the new plant. This was completed by utilizing the bypass valves and starting pump 1A. After flow was lost due to closely the bypass valving, CH-100 was started and begin flowing chilled water to the facility. Each chiller was tested on building load for 24 hours.

Once the new chiller plant was proven we began removing the temporary air-cooled chillers for the site. All chilled water piping, electrical conduits, and seismic blocks were removed. After the removal of all utilities for the temp air-cooled chillers, landscape was completed to refresh the grassy area where temp. mechanical and electrical piping was installed.

The NEOF area, which was used as a secondary control post during emergencies was also remodeled. It consisted of the 2-story mezzanine that was completely demolished. The mechanical, fire suppression, and fire alarm were all reconfigured. New drywall, paint, and suspended ceiling grid was also installed to finish this new office space for the FAA.

In the electronics room (B120) we replaced CRAC units 104-109. They were taken out of commission one at a time and tested for functionality before moving to the next units. CRAC units 106-109 produced over 15,000 CFM while units 104 & 105 produced 18,000. This alleviated the need for the FAA to run several of these CRAC units at the same time to produce the necessary cooling for this critical electrical room. It created energy savings and redundancy for this electronics room.

We have included CPARs from other projects on the following pages to demonstrate our ability to complete projects on time and to specification, as well as our ability to satisfy clients' needs.

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED

Construction

Name/Address of Contractor:

Vendor Name: E-CORP.

Division Name:

Street: 1598 N HILL FIELD RD STE B

City: LAYTON

State: UT Zip: 840415871

Country: USA

CAGE Code: 3F3Q3

Unique Entity ID (SAM): CWVJEB454CR7

Product/Service Code: Z1JZ Principal NAICS Code: 236220

Evaluation Type: Interim

Contract Percent Complete: 93

Period of Performance Being Assessed: 02/05/2022 - 02/04/2023

Contract Number: FA480119DA008 **Business Sector & Sub-Sector:** Construction

Contracting Office: FA4801 49 CONS PK **Contracting Officer:** PETER HOPKINS **Phone Number:** (575) 572-2101

Location of Work:

Holloman AFB, NM 88330

Date Signed: 02/06/2019 **Period of Performance Start Date:** 02/05/2019

Est. Ultimate Completion Date/Last Date to Order: 02/04/2024 **Estimated/Actual Completion Date:** 02/24/2023

Funding Office ID: F2E3CR

Base and All Options Value : \$135,000,000 **Action Obligation:** \$0

Complexity: High **Termination Type:** None

Extent Competed: Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM): ZDMJGGBV58Y5

Effort:

All electrical work plus fire alarm system

Unique Entity ID (SAM): DGM6JKS5N5B3

Effort:

All excavation, imported fill, compaction, and asphalt

Unique Entity ID (SAM): J1TXYJMQE219

Effort:

Provide all concrete ready-mix for slab-on-grade and footings

Project Number: TUAL18-0147

Project Title:

Construct NRTF Engineering Support Facility

Contract Effort Description:

Construct 11,072 SF steel building with electrical, HVAC, plumbing, fire alarm system, intrusion detection system, and telecommunication systems. The new facility is being constructed on a remote site with limited infrastructure. The construction involves sound-rated walls, roof, doors, and special

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Satisfactory
Schedule:	Satisfactory	Satisfactory
Cost Control:	Satisfactory	Very Good
Management:	Satisfactory	Very Good
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	Very Good
Other Areas:		
(1):		N/A
(2):		N/A
(3):		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: The project suffered from a number of difficulties that were not entirely the fault of the Contractor. The Government issued several design changes. The remoteness of the site and frequent disruptions due to road closures prevented the Contractor from working the schedule as originally planned. Multiple extensions to the Period of Performance were required. Due to changes in the requirements for fiber optic communications, that part of the work was deleted. Work to install a propane tank for the facility was deleted to allow shared use with a separate tank installed next door. The Contractor managed to press on to achieve the satisfactory result as far as construction quality, albeit with many delays.

SCHEDULE: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory. The schedule issues were resolved by extending the Period of Performance multiple times.

COST CONTROL: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. Rather than increasing the cost for installation of fiber optics, the telecommunications effort was reduced to eliminate installation of all interior communications cables.

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MANAGEMENT: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. The project encountered construction delays due to road closures which were imposed without much notification, making execution on time impossible. Rather than giving up, the Contractor plugged along and kept working despite the delays. Ultimately, the Contractor reported 3 weeks of lost time.

SMALL BUSINESS SUBCONTRACTING: No small businesses were employed in this project.

REGULATORY COMPLIANCE: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. The Contractor managed Haz Chemicals and Haz Waste streams without any write-ups.

ADDITIONAL/OTHER: E-Corp managed two projects with this Multiple Award Construction Contract (MACC) device this year. One was the Project TUAL18-0147, Construct NRTF Engineering Support Facility. The other was Project KWRD19-0097, Repair Fire Suppression System, Hangars 564 & 565. The second project was executed and completed on schedule without budgetary increases. The work included demonstrating the operation of multiple flame detectors in the hangar bays. The other project involved constructing a facility on a remote site with limited infrastructure. It had its Period of Performance extended multiple times to provide for a finished facility.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: Christopher N. Jensen, TSgt, USAF

Title: Contracting Officer

Organization: 49 CONS

Phone Number: ... Email Address:

Date: 02/21/2023

Contractor Comments:

Name and Title of Contractor Representative:

Name:

Title:

Phone Number: ... Email Address:

Date:

Review by Reviewing Official:

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Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: ... Email Address:

Date:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED

Construction**Name/Address of Contractor:**

Company Name: E-CORP.

Division Name:

Street Address: 501 N MAXINE DR

City: VAIL

State/Province: AZ Zip Code: 856419616

Country: USA

CAGE Code: 6BPN9

DUNS Number: 967568135

PSC: Z1AA NAICS Code: 236220

Evaluation Type: Final**Contract Percent Complete:** 100**Period of Performance Being Assessed:** 08/22/2015 - 01/04/2016**Contract Number:** FA487712DA004 0007 **Business Sector & Sub-Sector:** Construction**Contracting Office:** FA4877 355 CONS LGC **Contracting Officer:** DAVID HARRISON **Phone Number:** (520) 228-4673**Location of Work:**

Davis-Monthan AFB, AZ

Award Date: 09/19/2014 **Effective Date:** 09/19/2014**Completion Date:** 01/04/2016 **Estimated/Actual Completion Date:** 01/04/2016**Total Dollar Value:** \$1,464,641 **Current Contract Dollar Value:** \$1,464,641**Complexity:** Medium **Termination Type:** None**Competition Type:** Full and Open Competition after Exclusion of Sources **Contract Type:** Firm Fixed Price**Key Subcontractors and Effort Performed:****DUNS:****Effort:****DUNS:****Effort:****DUNS:****Effort:****Project Number:** FBNV 090021A/B**Project Title:**

Construct (Addition)/Repair (Renovate) Vehicle Ops (4701)

Contract Effort Description:

The project includes construction of 2,000 sf pre-engineered addition and reconfiguration and renovation of the existing building. Work involves installation of new architectural, structural, mechanical, plumbing, fire, and electric systems throughout. Additionally, work includes AT/FP building "hardening" measures.

Small Business Utilization:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas

Quality:

Past Rating

Very Good

Rating

Exceptional

Schedule:	Satisfactory	Exceptional
Cost Control:	Exceptional	Exceptional
Management:	Very Good	Exceptional
Utilization of Small Business:	N/A	N/A
Regulatory Compliance:	Very Good	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Quality of workmanship exceeded government expectations. Contractor used the government plans and specifications as minimum requirements, but held there performance at a higher standard.

Contractor was transparent throughout the project. Items not meeting specifications were immediately called to the government attention. Quality control on this project was exceptional. Contractor had a complete understanding of the project requirements and was able identify and remedy issues before they caused problems/delays.

SCHEDULE: Initial progress schedule was thorough. Construction schedule reflected complete understanding of the project. All required documentation was submitted in a timely manner.

Contractor's "get it done, get it done right" attitude keep the project timely while delivering an exceptional product. This was most evident during inspections which resulted in limited and timely completion of punch-list items. Even the Pre-final fire alarm inspection turned into final acceptance.

COST CONTROL: The contractor had a noteworthy understanding of means and methods necessary to execute this project. The contractor was able to manage resources and personnel effectively to deliver a high quality product at a very competitive price.

Even the sole modification was bid at a very competitive price.

Contractor's cost control measures were so effective that the contractor was able to upgrade several architectural finishes and install additional power/Comm receptacles at no additional costs to the government.

MANAGEMENT: Contractor management team was always on the same page. This communication resulted in timely and complete submittals, meeting project milestones, and adjusting manpower and materials intelligently to deal unforeseen conditions.

Job ran so smoothly, that every site visit felt like a Friday afternoon. The contractor was able to coordinate the subcontractors efficiently and effectively to keep project on track. No subcontractors' issues were noted.

REGULATORY COMPLIANCE: Contractor exercised good house keeping practices keeping the site clean, safe and orderly.

ADDITIONAL/OTHER: Contractor was responsive to customer requests and addressed all of the government concerns.

The project was a "construction only" contract, but the contractor took

ownership of the design as if it was their responsibility to ensure it's completeness. Contractor was able to bridge several design oversights, keep the government informed of the discrepancies and make recommendations for the solutions while minimizing impacts to the budget and schedule.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: DAVID HARRISON

Title: Contracting Officer

Organization: 355 CONS

Phone Number: 520-228-4673 Email Address: david.harrison.2@us.af.mil

Date: 01/19/2016

Contractor Comments:**Name and Title of Contractor Representative:**

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:**Name and Title of Reviewing Official:**

Name:

Title:

Organization:

Phone Number: Email Address:

Date:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Construction

Name/Address of Contractor:

Vendor Name: E-CORP.
Division Name:
Street: 1598 N HILL FIELD RD STE B
City: LAYTON
State: UT Zip: 840410001
Country: USA
CAGE Code: 3F3Q3
Unique Entity ID (DUNS): 132516969 Unique Entity ID (SAM): CWWJEB454CR7
Product/Service Code: Z2JZ Principal NAICS Code: 236220

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 09/29/2016 - 12/13/2017

Contract Number: FA820112D0023 0011 **Business Sector & Sub-Sector:** Construction

Contracting Office: FA8201 OL H PZIO **Contracting Officer:** TED GRIFFITHS **Phone Number:** 777-0142

Location of Work:

Hill AFB, Utah

Date Signed: 09/30/2014 **Period of Performance Start Date:** 09/30/2014

Est. Ultimate Completion Date/Last Date to Order: 11/25/2016 **Estimated/Actual Completion Date:** 01/13/2017

Funding Office ID:

Base and All Options Value : \$1,896,955 **Action Obligation:** \$1,896,955

Complexity: Medium **Termination Type:** None

Extent Competed: Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Unique Entity ID (DUNS): **Unique Entity ID (SAM):**

Effort:

Project Number: KSRM 128048

Project Title:

Bldg 25 - Repair Wheel, Tire, & Battery Shop

Contract Effort Description:

This project repairs the existing facility as necessary for F-35 use. Mechanical, Electrical, Fire Suppression and Lightning Protection and COMM System upgrades shall be designed and installed. The MACC II teamed A&E 100% design is governed by the Base Facility Design Standard. All materials and labor for design, demolition, installation, project management, etc. shall be provided by the

contractor. The contractor shall stage each bay separately. At any given time, only one bay can be under construction while the other two stay operational.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Satisfactory
Schedule:	Satisfactory	Satisfactory
Cost Control:	Very Good	Very Good
Management:	Very Good	Exceptional
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	Satisfactory	Satisfactory
Other Areas:		
(1):		N/A
(2):		N/A
(3):		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: satisfactory

SCHEDULE: Most all schedule delays government caused.

COST CONTROL: Contractor made considerable effort to offer reasonable modification costs to avoid unnecessary delays during the negotiation process.

MANAGEMENT: Contractor negotiated difficult working conditions to enable aircraft maintenance work to continue within the facility.

REGULATORY COMPLIANCE: No regulatory violation were noted.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: JIM INGOLD

Title: Project Manager

Organization: 75 CEG/CENME

Phone Number: 801-777-2288 Email Address: james.ingold@us.af.mil

Date: 12/20/2017

Contractor Comments:

ADDITIONAL/OTHER: The entire Hill AFB Team was great to work with. In contracting, we had 2 COs and an administrator that worked with the project. All were very engaged and helpful. On the CE side of things, Jim Ingold was great to work with. There were some significant challenges associated with this project and Mr. Ingold was very helpful in finding solutions and helping us with those challenges. When we needed clarification on anything he was able to get us timely responses and help keep the project moving.

We look forward, in the future, to working with Mr. Ingold and the entire Hill AFB Team.

Sincerely,

Shaun E. Froelich, President (801)633-6689

CONCURRENCE: I concur with this evaluation.

Name and Title of Contractor Representative:

Name: Shaun Froelich

Title: President

Phone Number: 801-633-6689 Email Address: carrie@e-corp4u.com

Date: 02/09/2018

Review by Reviewing Official:

Review by Reviewing Official not required.

Name and Title of Reviewing Official:

Name:

Title:

Organization:

Phone Number: ... Email Address:

Date:

8.3 Cost

10 Pass / Fail Criteria Cost

10.1 Bonding capacity

10.2 Insurability

10.3 Safety

10.3.1 – Provide a letter from insurance carrier

10.3.2 – Provide OSHA 300 logs

10.3.3 – Completed EHS



Intact Insurance Surety Group

6379 W. Crimson View Drive, Suite 202
South Jordan, Utah 84009
PO Box 95101
South Jordan, Utah 84095
Phone: (801) 755-9489
IntactSpecialty.com

Troy DeLuca
Vice President

June 22, 2022

E-Corp

SUBJECT: Bonding Letter

To whom it may concern:

E-Corp (the client) has demonstrated its ability to qualify for issuance of payment and performance bonds for construction work of \$15 Million per project and \$80 Million aggregate. The client is a fine account for Intact Surety Group (and its subsidiaries) and has been for years now.

Although the client has my highest recommendation, please understand that any arrangement for a final bond is between the client and Intact. Intact assumes no liability to you or any third party for a final bond not issued where a bid bond was not required. This letter should not be perceived as a bid bond. All final bonds are considered on a case by case basis after favorable review of the contact terms, backlog, financing and any other underwriting factors that may present themselves at the time of the request, etc.

Intact (ASIC) is A+ rated (Superior) by AM Best and is licensed in all 50 states and Canada. Intact is also listed and certified with the Department of Treasury.

Sincerely,

A handwritten signature in blue ink, appearing to read "Troy DeLuca". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Troy DeLuca
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Managers, LLC 5679 S. Redwood Rd. #26 Salt Lake City UT 84123		CONTACT NAME: Gentri Wendel PHONE (A/C, No, Ext): (801) 262-1220 E-MAIL ADDRESS: gwendel@riskman1.com		FAX (A/C, No): (801) 262-5168	
INSURED E-CORP. PO BOX 792 SANDY UT 84091		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Phoenix Insurance Company (The)			25623
		INSURER B: Travelers Property Casualty Insurance Company			36161
		INSURER C: Travelers Property Casualty Company of America			25674
		INSURER D: Travelers Indemnity Company of America (The)			25666
		INSURER E: Lloyd's of London - Syndicate #3624			AA1120098
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2022-2023 COI

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			CO4T4695502226	06/01/2022	06/01/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input checked="" type="checkbox"/> OTHER: COMM. INLAND MARINE						GENERAL AGGREGATE	\$ 2,000,000	
B	AUTOMOBILE LIABILITY			8104T5060032226	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP4T5063532226	06/01/2022	06/01/2023	EACH OCCURRENCE	\$ 4,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 4,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> CLAIMS-MADE						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB4T4785342226	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
E	PROFESSIONAL AND POLLUTION LIABILITY			ZCE21P6920422SK	10/17/2022	10/17/2023	EACH OCCURENCE	1,000,000	
							AGGREGATE	1,000,000	

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

CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE ONLY

CERTIFICATE HOLDER**CANCELLATION**

Alliance for Sustainable Energy, LLC National Renewable Energy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS

Designated Project

General Aggregate(s):

**GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B;** and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes 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 shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS OVERHEAD LIABILITY

This modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIST OF STATES

Washington

LIMITS OF INSURANCE

BODILY INJURY BY ACCIDENT	1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000	AGGREGATE
BODILY INJURY BY DISEASE	1,000,000	EACH EMPLOYEE

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.

SECTION I – COVERAGE

1. Insuring Agreement

This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

- a. The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.
- b. The employment must be necessary or incidental to your work in the state(s) listed in the Schedule above.
- c. You must maintain for the "employee" full Workers Compensation Insurance coverage in the Workers Compensation State Fund of the state(s) listed in the Schedule above during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission and in good standing.
- d. "Bodily injury" by accident must occur during the endorsement period.
- e. "Bodily injury" by disease must be caused or aggravated by the conditions of your em-

ployment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.

- f. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or disease must be brought in the United States of America, its territories or possessions, or Canada.

2. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this insurance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 5. Supplementary Payments of this COVERAGE Section.

The damages we will pay, where recovery is permitted by law, include damages:

- a. for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- b. for care and loss of services; and
- c. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

COMMERCIAL GENERAL LIABILITY

provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

- d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit" seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits".

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

4. Exclusions

This insurance does not apply to :

- a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- b. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;
- c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);
- d. Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- e. "Bodily injury" intentionally caused or aggravated by you;
- f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;
- g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
- h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;
- i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;
- j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;
- k. "Bodily injury" to a master or member of the crew of any vessel;
- l. Fines or penalties imposed for violation of federal or state law;
- m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

5. Supplementary Payments

We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. Reasonable expenses incurred at our request, but not loss of earnings;
- b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- c. Litigation costs taxed against you;
- d. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- e. Expenses we incur.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations of the Coverage Part to which this endorsement is attached as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership or joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the endorsement period, whichever is earlier;

- b. Coverage does not apply to "bodily injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the following rules fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Bodily Injury by Accident – Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.
3. The Bodily Injury by Disease – Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;
4. The Bodily Injury by Disease – Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to 3. above.

Under parts 3. and 4. above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – DEFINITIONS

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

COMMERCIAL GENERAL LIABILITY

2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
5. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
6. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.

POLICY NUMBER: UB-4T478534-22-26-G

EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement applies only to work in the states shown in the Schedule.

- A. Part One (Workers Compensation Insurance) does not apply to work in a state shown in the Schedule.
- B. Part Two (Employers Liability Insurance) applies to work in states shown in the Schedule as though they were shown in Item 3.A. of the Information Page.
- C. Part Two (Employers Liability Insurance), C. Exclusions is changed by adding these exclusions.

This insurance does not cover:

- 13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers compensation law of any state shown in the Schedule or otherwise fail to comply with that law.

SCHEDULE

States

WA

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

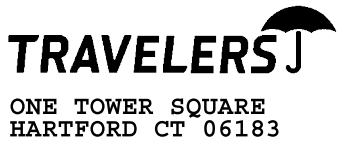
Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 10 (00) –

POLICY NUMBER: **UB-4T478534-22-26-G**

**SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE
ENDORSEMENT**

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration on such persons.

SCHEDULE

PERSONS

STATE

SOLE PROPRIETOR:

PARTNERS:

OFFICERS:

OTHERS:

CURTIS BUCK

UT



COMMERCIAL INLAND MARINE
COVERAGE PART DECLARATIONS

POLICY NUMBER: DT22-CO-4T469550-PHX-22
ISSUE DATE: 06-15-22

INSURING COMPANY: THE PHOENIX INSURANCE COMPANY

DECLARATIONS PERIOD: From 06-01-22 to 06-01-23 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Inland Marine Coverage Part consists of these Declarations, the Commercial Inland Marine Conditions Form and the Coverage Forms shown below.

CONTRACTORS EQUIPMENT COVERAGE FORM

I. COVERAGE AND LIMITS OF INSURANCE

A. Covered Property

Covered Property consists of the following indicated by an 'X':

1. **Scheduled Equipment:**

As shown on the Contractors Equipment Item Schedule, which includes the Limit of Insurance applying to each listed item of equipment.

As shown on the most current schedule on file with us. The amount shown on such schedule for each item of equipment is the Limit of Insurance applying to that item.

Total Limit Of Insurance For All Scheduled Equipment: \$ 20,000

2. **Unscheduled Owned Equipment**

Total Limit Of Insurance For All Unscheduled Owned Equipment: \$ 50,000

Limit Of Insurance For Any One Unscheduled Owned Item Of Equipment: \$ 5,000

3. **Unscheduled Equipment Owned By Others**

Limit Of Insurance For Any One Unscheduled Item Of Equipment

Leased, Rented Or Borrowed From Others: \$ 250,000

4. **Equipment While Leased, Rented Or Loaned To Others**

Limit Of Insurance For Any One Item Of Equipment

Leased, Rented Or Loaned To Others: \$

**B. Total Limit Of Insurance For All Items Of Equipment
In Any One Occurrence:**

\$ 320,000

II. DEDUCTIBLE

Deductible applying to all covered loss or damage indicated by an 'X' below unless a more specific Deductible for the covered loss or damage is shown elsewhere in this policy:

Dollar Deductible: \$ 1,000

Percent Deductible: % subject to \$ minimum and \$ maximum

III. VALUATION AND COINSURANCE

A. Valuation

The following Valuation applies to the applicable Covered Property:

1. **Scheduled Equipment**

Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an 'X'.

Replacement Cost

Agreed Value

Valuation Determined By Age Of The Equipment – Number of Years:

CM TO 01 07 86

Order # CM B0 96 01 21

Page 1 of 2

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- (1) Replacement Cost applies to equipment manufactured up to the number of years indicated above; and
- (2) Actual Cash Value applies to equipment manufactured over the number of years indicated above.

2. Unscheduled Owned Equipment:

Actual Cash Value Valuation applies unless replaced by the Optional Valuation indicated by an 'X'.

- Replacement Cost Valuation
- Valuation Determined By Age Of The Equipment – Number of Years:

- (1) Replacement Cost applies to equipment manufactured up to the number of years indicated above; and
- (2) Actual Cash Value applies to equipment manufactured over the number of years indicated above.

B. Coinsurance

The following coinsurance applies to Scheduled Items when indicated by an 'X':

- 100%
- 90%
- 80%
- No Coinsurance Applies

IV. PREMIUM

A. Premium

The following Premium options apply when indicated by an 'X'.

Scheduled and Unscheduled Owned Equipment

- Non Reporting
Premium: \$ 884
- Premium Adjustment
Premium Base: Values
Premium Adjustment Period: Annual
Estimated Premium Base Amount: \$
Annual Rate Per \$100: \$
Inception Premium: \$
Adjustment Rate Per \$100: \$

Leased Or Rented From Others

- Non Reporting
Premium: \$ 750
- Premium Adjustment
Premium Base: Expenditures
Premium Adjustment Period: Annual
Estimated Premium Base Amount: \$
Inception Premium: \$
Adjustment Rate Per \$100: \$

Total Premium Due At Inception: \$ 1,634

B. Minimum Earned Premium: \$

NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.



**CONTRACTORS EQUIPMENT
SUPPLEMENTAL DECLARATIONS**

**POLICY NUMBER: DT22-CO-4T469550-PHX-22
ISSUE DATE: 06-15-22**

I. COVERAGE AND LIMITS OF INSURANCE

	Limit Of Insurance
A. Coverage Extensions	
Business Personal Property In Job Trailers:	\$ 10,000
Document And Data Restoration Costs:	\$ 50,000
Fire Protective Systems:	\$ 75,000
Hauling Property Of Others:	\$ 100,000
Newly Acquired Equipment – Per Item:	\$ 250,000
Rental Costs:	
a. Any One Item:	\$ 5,000
b. Any One Occurrence:	\$ 25,000
Upgrades To Covered Property:	\$ 25,000
B. Additional Coverages	
Claim Data Expenses:	\$ 5,000
Continuing Rental Payments:	
a. Any One Item:	\$ 5,000
b. Any One Occurrence:	\$ 25,000
Contract Penalty:	\$ 25,000
Debris Removal Increased Limit:	\$ 75,000
Employee Tools, Equipment And Clothing:	
a. Any One Item:	\$ 1,000
b. Any One Employee:	\$ 2,500
c. Any One Occurrence:	\$ 5,000
Errors Or Unintentional Omissions:	\$ 100,000
Expediting Expenses:	\$ 25,000
Expendable Supplies:	\$ 10,000
Fire Or Police Department Service Charge:	\$ 25,000
Lost Warranty Or Service Contract:	\$ 10,000
Pollutant Clean Up And Removal:	\$ 25,000
Preservation Of Property Expense:	\$ 50,000
Reward Coverage:	\$ 2,500
Tracking System Deductible Waiver Amount:	\$ 10,000

CONTRACTORS EQUIPMENT COVERAGE**POLICY NUMBER: DT22-CO-4T469550-PHX-22****ISSUE DATE: 06-15-22****CONTRACTORS EQUIPMENT DEDUCTIBLE SCHEDULE**

The following specific Deductible(s) apply to loss or damage to the type of property, or to loss or damage by the cause of loss, as indicated by an 'X' below:

1. Crane Deductible:
 - Dollar Deductible: \$
 - Percent Deductible: % subject to \$ minimum and
\$ maximum
2. Theft Deductible: \$
3. Flood Deductible:
 - Dollar Deductible: \$
 - Percent Deductible: % subject to \$ minimum and
\$ maximum
4. Earth Movement Deductible:
 - Dollar Deductible: \$
 - Percent Deductible: % subject to \$ minimum and
\$ maximum
5. Windstorm Or Hail Deductible:
 - Dollar Deductible: \$ 1,000
 - Percent Deductible: % subject to \$ minimum and
\$ maximum
6. Named Storm Deductible:
 - Dollar Deductible: \$
 - Percent Deductible: % subject to \$ minimum and
\$ maximum
7. Other Specific Deductible:
1,000

CONTRACTORS EQUIPMENT COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - DEFINITIONS.

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Form, means contractors equipment or other types of specialized machinery, equipment and tools, including attachments and accessories to such contractors equipment, machinery, equipment and tools, used in your business operations. We cover such property that is:

- a. Owned by you, including while leased, rented or loaned to others; or
- b. Owned by others while in your care, custody or control and that you have leased, rented or borrowed;

if a Limit of Insurance is shown in the Declarations for the applicable Covered Property.

2. Property Not Covered

Covered Property does not include:

- a. Aircraft.
- b. Contraband, or property in the course of illegal transportation or trade.
- c. Motor vehicles designed and principally used to transport property or persons over public roads. But this restriction does not apply to any vehicle to which contractors equipment or other types of specialized machinery or equipment is permanently mounted or attached.
- d. Watercraft. But this restriction does not apply to crew boats, work boats, barges or marine floats less than 26 feet in length that are used exclusively in direct support of your business operations.

3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS unless the loss is:

- a. Excluded in Section B - EXCLUSIONS; or
- b. Excluded or limited in the Declarations or Endorsements.

4. Coverage Extensions

Each of the following Coverage Extensions applies unless *Not Covered* is indicated in the Supplemental Declarations.

a. Business Personal Property In Job Trailers

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage by a Covered Cause of Loss to your business personal property, other than Covered Property, while such property is located in a job or office trailer.

The Business Personal Property In Job Trailers Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Coverage Extension.

b. Document And Data Restoration Costs

We will pay your costs to research, replace or restore lost or damaged valuable papers and records, including those which exist on electronic or magnetic media, for which there are no duplicates. Such costs must result from direct physical loss or damage by a Covered Cause of Loss to your valuable papers and records directly related to Covered Property.

The Document And Data Restoration Costs Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Coverage Extension.

c. Fire Protective Systems

If your fire protective equipment discharges accidentally or to control a Covered Cause of Loss to Covered Property, we will pay for your expense to:

- (1) Recharge or refill your fire protective systems; and
- (2) Replace or repair faulty valves or controls that caused the discharge.

The Fire Protection Systems Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Coverage Extension.

d. Hauling Property Of Others

We will pay your liability for direct physical loss or damage by a Covered Cause of Loss to property of others that you have accepted solely for transportation while such property is in your care, custody or control. Such property must be of the type eligible for coverage under this Coverage Form.

The Hauling Property Of Others Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Coverage Extension.

e. Newly Acquired Equipment

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage by a Covered Cause of Loss to equipment you acquire during the policy period or after submitting the most recent schedule of Covered Property to us. Such newly acquired equipment must be of the type eligible for coverage under this Coverage Form. Coverage on the newly acquired equipment is subject to the following:

(1) Non Reporting:

If this policy is written on a Non Reporting basis, we will cover such newly acquired equipment for up to 180 days. Coverage under this Coverage Extension will end when any of the following first occurs:

- (a) 180 days expire after you acquire the equipment;
- (b) You report the equipment to us; or

(c) The policy expires or is cancelled.

We will charge you additional premium for the newly acquired property from the date of your acquisition.

(2) Premium Adjustment:

If this policy is written on a Premium Adjustment basis, we will cover such newly acquired equipment for the remainder of the policy period. Coverage under this Coverage Extension will end when the policy expires or is cancelled.

The Newly Acquired Equipment – Per Item Limit Of Insurance shown in the Supplemental Declarations is the most we will pay for any one newly acquired item of equipment in any one occurrence under this Coverage Extension.

f. Rental Costs

(1) In the event of a covered loss to Covered Property, we will pay the cost to rent an item of equipment similar to the item that sustained loss or damage when such rental equipment is necessary to continue your normal business operations because you do not have idle equipment that can perform the same work or function.

Coverage for such cost will begin immediately after the time of direct physical loss or damage and will end when either of the following first occurs:

- (a) The item of equipment to which the loss or damage occurred is repaired or replaced; or
- (b) The rented item of equipment is no longer needed.

The applicable Rental Costs Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Coverage Extension for the cost to rent a similar item of equipment.

(2) We will also pay for direct physical loss of or damage to the rented item of equipment caused by or resulting from a Covered Cause of Loss. Coverage will start when you

assume liability for the rented item of equipment and will end when the Rental Costs coverage under this Coverage Extension ends. We will also pay for direct physical loss of or damage to the rented item of equipment caused by or resulting from a Covered Cause of Loss while the item is in transit to or from the owner if you are liable for the item at the time of loss or damage.

The most we will pay in any one occurrence under this Coverage Extension for loss of or damage to the rented item is the amount for which you are liable, not to exceed the replacement cost of that property.

Any payment under this Coverage Extension for such direct physical loss or damage is included within and will not increase the Rental Costs Limit Of Insurance.

g. Upgrades To Covered Equipment

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage by a Covered Cause of Loss to upgrades made to covered items of equipment during the policy period after submitting the most recent schedule of Covered Property. You must have documentation for the increased value of any upgrades made.

The Upgrades To Covered Property Limit Of Insurance shown in the Supplemental Declarations is the most we will pay for improvements made to any one item of equipment in any one occurrence under this Coverage Extension.

5. Additional Coverages

Each of the following Additional Coverages applies unless Not Covered is indicated in the Supplemental Declarations.

a. Claim Data Expense

- (1) We will pay the reasonable expenses you incur in preparing claim data when we require it to adjust a covered loss. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of loss.

- (2) We will not pay for:

- (a) Any expenses incurred, directed, or billed by or payable to attorneys, insurance adjusters or their associates or subsidiaries;

- (b) Any costs as provided in the Appraisal LOSS CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS; or

- (c) Any expenses incurred, directed or billed by or payable to insurance brokers or agents, or their associates or subsidiaries, without our written consent prior to such expenses being incurred.

The Claim Data Expense Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage.

b. Continuing Rental Payments

In the event of covered loss to leased or rented equipment, we will pay the continuing rental payments you are obligated to pay under a written contract or agreement for such equipment until such time as the equipment can be repaired or replaced.

The applicable Continuing Rental Payments Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage.

c. Contract Penalty

If you agreed in writing prior to loss to pay penalties as a result of your failure to meet completion times within the terms of a written contract, we will pay such penalties you incur when the failure to meet the completion times is solely due to direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss.

The Contract Penalty Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage

d. Debris Removal

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered

Cause of Loss that occurs during the policy period.

The amount we will pay includes the increased costs you incur to divert debris of Covered Property to recycling facilities rather than landfills. Any income or remuneration derived from this recycling will reduce the amount of debris removal expense we would have otherwise paid.

The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

This Additional Coverage does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (2) The most we will pay in any one occurrence under this Additional Coverage for your expense to remove the debris of Covered Property is 25% of:
- (a) The amount we pay for the direct physical loss of or damage to Covered Property; plus
 - (b) The Deductible in this Coverage Form applicable to that loss or damage.

Except as provided in Paragraph (3) below, payment under this Additional Coverage is included within and will not increase the applicable Limit Of Insurance.

- (3) If:
- (a) Your expense to remove debris of Covered Property exceeds the 25% limitation in Paragraph (2) above; or
 - (b) The sum of the amount we pay for loss of or damage to Covered Property and the expense for removal of its debris exceeds the applicable Limit Of Insurance;

we will pay up to the Debris Removal Increased Limit Of Insurance shown in the Supplemental Declarations.

e. Employee Tools, Equipment And Clothing

We will pay for direct physical loss of or damage to portable tools, equipment and clothing owned and used by your employees in your business. The loss or damage must be caused by or result from a Covered Cause of Loss that occurs while such property is being used in your business, including while in or on a motor vehicle used in your business.

The applicable Employee Tools, Equipment And Clothing Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage.

f. Errors Or Unintentional Omissions

If an item of equipment is not covered under this Coverage Form due solely to your error or unintentional omission in failing to include the item, describing the item or describing the location of where the item is physically located, we will extend the insurance provided by this Coverage Form to apply to direct physical loss of or damage to such item caused by or resulting from a Covered Cause of Loss . Any such error must be reported and corrected when discovered. We will charge you additional premium.

The Errors Or Unintentional Omissions Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage.

g. Expediting Expenses

In the event of covered loss to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to make temporary repairs to, or expedite the permanent repairs or replacement of Covered Property sustaining loss or damage. Expediting expenses include overtime wages and the extra cost of express or other expedited means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of equipment or temporary replacement of damaged equipment.

The Expediting Expenses Limit Of Insurance shown in the Supplemental

Declarations is the most we will pay in any one occurrence under this Additional Coverage.

h. Expendable Supplies

We will pay for direct physical loss or damage by a Covered Cause of Loss to expendable supplies, meaning consumable and periodic maintenance items held exclusively for the servicing of Covered Property, including fluids, oil, grease, fuel, filters, spark plugs, spare parts, cleaning supplies and other types of consumable service and maintenance items.

The Expendable Supplies Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage.

i. Fire Or Police Department Service Charge

We will pay your liability for fire, police or other public emergency service department charges when such public emergency services are called to save or protect Covered Property from a Covered Cause of Loss. Such emergency service department charges must be:

- (1) Assumed by contract or agreement prior to loss or damage; or
- (2) Required by local ordinance.

The Fire Or Police Department Service Charge Limit Of Insurance shown in the Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage.

No deductible applies to this Additional Coverage.

j. Lost Warranty Or Service Contract

- (1) If Covered Property is protected by an extended warranty or a maintenance or service contract; and
- (2) That warranty or contract becomes void or unusable due to a Covered Cause of Loss to such property;

we will reimburse you for the prorated amount of the unused costs of nonrefundable or nontransferable warranties or contracts.

The Lost Warranty Or Service Contract Limit Of Insurance shown in the

Supplemental Declarations is the most we will pay in any one occurrence under this Additional Coverage.

k. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from any of the "specified causes of loss" that occurs to Covered Property during the policy period.

The expenses will be paid only if they are reported to us within 180 days of the date on which the covered "specified cause of loss" occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The Pollutant Clean Up and Removal Limit Of Insurance shown in the Supplemental Declarations is the most we will pay under this Additional Coverage for the sum of all covered expenses arising out of all "specified causes of loss" occurring during each separate 12 month period of this policy, beginning with the effective date of the policy.

l. Preservation Of Property

If it is necessary to move Covered Property to preserve it from the threat of imminent loss or damage by a Covered Cause of Loss, we will pay for:

- (1) The reasonable and necessary expenses actually incurred by you to remove the Covered Property, temporarily store the Covered Property at another location and move the Covered Property back to the location from which it was moved within a reasonable time after the threat of imminent loss or damage to the property by the Covered Cause of Loss passes.
 - (a) The Preservation Of Property Expense Limit Of Insurance shown in the Supplemental Declarations is the most we will

pay for the sum of all such expenses that you incur due to the threat of loss or damage from any one occurrence.

- (b) This Coverage is subject to the deductible that applies to loss or damage to the Covered Property by the Covered Cause of Loss from which the property is being preserved.
- (2) Any direct physical loss of or damage to the Covered Property while it is being moved, while temporarily stored at another location or while being moved back to the location from which it was moved.

This coverage will only apply if the loss or damage occurs within 90 days after the Covered Property is first moved and will end when either of the following first occurs:

- (a) The property is returned to the location from which it was moved; or
- (b) The policy expires or is cancelled.

The most we will pay in any one occurrence for direct physical loss of or damage to the Covered Property is the Limit of Insurance applicable to the moved property. Any payment under this Additional Coverage for such direct physical loss or damage is included within and will not increase such limit.

m. Reward Coverage

We will reimburse you for reward expenses you have incurred leading to:

- (1) The successful return of undamaged stolen Covered Property to a law enforcement agency; or
- (2) The arrest and conviction of any person who has damaged or stolen any Covered Property.

We will pay 25% of the covered loss, prior to the application of any Deductible and recovery, up to the Reward Coverage Limit Of Insurance shown in the Supplemental Declarations in any one occurrence for the reward payments you make. These reward payments must be documented.

No Deductible applies to this Additional Coverage.

n. Tracking System Deductible Waiver

In the event of theft of Covered Property equipped with a wireless equipment locator or tracking system, we will waive the applicable deductible in any one occurrence up to the Tracking System Deductible Waiver amount shown in the Supplemental Declarations if, prior to the theft, you have maintained the system, its source of operating power and service contracts in accordance with the manufacturer's recommendations. You must promptly report the theft to the police and any monitoring or tracking service and activate the locator or tracking system.

B. EXCLUSIONS

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

a. Governmental Action

Seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,

- sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for loss or damage caused by or resulting from any of the following:
- a. Consequential Loss**
- (1) Delay, loss of use or loss of market; or
- (2) Loss of business income or extra expense, except as specifically provided in this Coverage Part.
- b. Dishonesty**
- Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
- (1) Acting alone or in collusion with others; or
- (2) Whether or not occurring during the hours of employment.
- This exclusion does not apply to acts of destruction by your employees (including leased employees), but theft by employees is not covered.
- This exclusion does not apply to carriers for hire.
- c. Pollution**
- Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss".
- But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in any of the "specified causes of loss", we will pay for the loss or damage caused by such "specified causes of loss".
3. We will not pay for loss or damage caused by or resulting from any of the following. But if an excluded cause of loss that is listed below results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions.** But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in B.1. above to produce the loss or damage.
- b. Electrical Damage or Disturbance**
- Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs or otherwise interferes with any:
- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.
- Electrical, magnetic or electromagnetic energy includes:
- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; and
- (d) Electromagnetic waves or microwaves.
- c. Mechanical Breakdown**
- Mechanical breakdown or failure, including rupture or bursting caused by centrifugal force.
- d. Other Types of Losses**
- (1) Wear and tear.
- (2) Rust, or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.
- (3) Changes in or extremes of temperature.
- e. Work Upon The Property**
- Any repair process or work upon the Covered Property.

C. LIMITS OF INSURANCE

1. Limit of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations, Schedule(s), Coverage Form or Endorsement(s).

2. Annual Aggregate Limit of Insurance

When an Annual Aggregate Limit is shown in the Declarations, Schedule(s), Coverage

Form or Endorsement(s), the applicable Annual Aggregate Limit of Insurance shown is the most we will pay for the total of all loss or damage in a 12 month period of this policy (beginning with the effective date of this policy).

3. In the event coverage for loss or damage is provided under the Coverage Extensions or Additional Coverages, the Limits of Insurance stated within the specific Coverage Extension or Additional Coverage will apply as additional amounts of insurance, unless otherwise stated within the Coverage Extension or Additional Coverage.

D. DEDUCTIBLE

1. Dollar Deductible

When a dollar (\$) amount is shown as the applicable Deductible, we will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the applicable Deductible shown in the Declarations, Deductible Schedule, Coverage Form(s) or Endorsement(s). We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

2. Percentage Deductible

When a percentage (%) is shown as the applicable Deductible, we will calculate the dollar amount of the Deductible by multiplying the applicable percentage by:

- a. The value of property owned by you that has sustained loss or damage; or
- b. If property of others, the value of such property as agreed by you and the owner of the property prior to any loss or damage.

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds such calculated dollar amount. We will then pay the amount of loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

In no event will the applicable Deductible be less than any applicable minimum, or more than any applicable maximum, amount.

3. The applicable Deductible shown in the Declarations, Deductible Schedule, Coverage Form(s) or Endorsement(s) applies to the Coverage Extensions and Additional Coverages unless otherwise stated in the Coverage Extension or Additional Coverage.

4. Unless otherwise stated, if more than one Deductible amount applies to loss or damage in any one occurrence, the total of the deductible amounts applied in that occurrence will not exceed the amount of the largest applicable Deductible.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the COMMERCIAL INLAND MARINE CONDITIONS and the COMMON POLICY CONDITIONS.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

We will not pay the full amount of any loss or damage if the value of Covered Property at the time of loss or damage multiplied by the Coinsurance percentage shown in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

Step 1: Multiply the value of Covered Property at the time of loss or damage by the Coinsurance percentage;

Step 2: Divide the Limit of Insurance of the property by the figure determined in Step 1;

Step 3: Multiply the total amount of covered loss or damage, before the application of any deductible, by the figure determined in Step 2; and

Step 4: Subtract the deductible from the figure determined in Step 3.

We will pay the amount determined in Step 4 or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

The Coinsurance Additional Condition applies only to Scheduled Items.

2. Coverage Territory

- a. We cover property wherever located within:

- (1) The United States of America (including its territories and possessions);
- (2) Puerto Rico; or
- (3) Canada.

- b. We also cover property being shipped by air within and between points in Paragraph a. above.

3. Loss Payment

The following are added to the Loss Payment LOSS CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS:

- a. In the event of loss or damage covered by this Coverage Form, at our option we will either:
 - (1) Pay the cost of reasonably restoring the property to its condition immediately before loss or damage;
 - (2) Pay the value of the lost or damaged property; or
 - (3) Take all or any part of the property at an agreed or appraised value.

We will determine the value of lost or damaged property, or the cost of restoring such property, in accordance with the applicable terms of the Valuation ADDITIONAL CONDITION in this Coverage Form or any applicable provision which amends or supersedes such Condition.

- b. At our option, we may make a partial payment toward any claim, subject to the policy provisions and our normal adjustment process. Any applicable policy deductibles must be satisfied before any partial payments are made.

4. Premium Adjustment

If Premium Adjustment is indicated as applying in the Declarations, the following conditions apply:

a. Reports

Within 30 days after the end of the Premium Adjustment Period shown in the Declarations, you must report the applicable Premium Base outlined below for each type of Covered Property to us in writing.

- (1) **Scheduled And Unscheduled Owned Equipment:**
The Premium Base is the applicable value of all Covered Property at the end of the Premium Adjustment Period.
- (2) **Equipment Leased Or Rented From Others:**
The Premium Base is your actual expenditures incurred (paid and owed) to lease or rent items of

equipment from others during the Premium Adjustment Period.

b. Premium Computation and Adjustment

Your Inception Premium is computed using the applicable Rate shown in the Declarations and the applicable Premium Base at inception of this policy. Your Inception Premium will be adjusted at the end the Premium Adjustment Period as follows:

(1) Scheduled And Unscheduled Owned Equipment:

The difference between the Premium Base used to calculate the Inception Premium and the Premium Base reported to us for the adjustment period will be multiplied by the applicable Adjustment Rate to determine any additional premium or return premium.

(2) Equipment Leased Or Rented From Others:

The difference between the Premium Base used to calculate the Inception Premium and the Premium Base reported to us for the adjustment period will be multiplied by the applicable Adjustment Rate to determine any additional premium or return premium.

c. Cancellation

If this policy is cancelled, you will report your Premium Base for the Covered Property from the inception date, or the last Premium Adjustment Period, up to and as of the date of cancellation.

d. Records

You must keep accurate records of transactions used to develop the Premium Base required for Premium Adjustment.

5. Valuation

The Valuation GENERAL CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS is replaced by the following:

Valuation

In the event of loss or damage, the value of Covered Property will be determined as of the time of loss or damage.

a. Scheduled And Unscheduled Owned Equipment

Unless an Optional Valuation is indicated in the Declarations, the value of Scheduled And Unscheduled Owned Equipment will be the least of the following amounts:

- (1) The Actual Cash Value of the equipment. But in the event of partial loss or damage, not exceeding 20% of the Limit Of Insurance applicable to the equipment, no depreciation will be applied in the settlement of the claim;
- (2) The value shown for the equipment on the latest schedule of Covered Property that you submitted;
- (3) The cost of reasonably restoring the equipment to its condition immediately before loss or damage; or

But if a Scheduled Item describes a group of items of equipment by general type, category or location, the value of any one item of equipment will be determined as described above for the item of equipment sustaining loss or damage, not to exceed the Limit Of Insurance applying to such group of equipment.

b. Equipment Owned By Others

The value of Covered Property owned by others will be the amount for which you are liable, not to exceed the replacement cost of that property.

c. Optional Valuations

(1) Replacement Cost

When indicated by an 'X' in the Declarations, Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation and Coinsurance provisions of this Coverage Form with respect to applicable equipment.

You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have the loss or damage settled on an actual cash value basis, you may still make a claim on a replacement cost basis if you notify us of your intent to do so

within 180 days after the covered loss.

We will not pay for loss or damage on a replacement cost basis:

- (a) Until the lost or damaged equipment is actually repaired or replaced; and
- (b) Unless the repairs or replacement are made as soon as reasonably possible after the covered loss.

We will not pay more for loss or damage on a replacement cost basis than the least of:

- (i) The value shown for that equipment on the latest Schedule of Covered Property that you submitted.
- (ii) The Limit Of Insurance applicable to the lost or damaged equipment.
- (iii) The cost to replace the lost or damaged equipment with other equipment:
 - i. Of comparable function and capacity; and
 - ii. Used for the same purpose.

(2) Valuation Determined By Age Of The Property

When indicated by an 'X' in the Declarations, Scheduled and Unscheduled Owned Equipment will be valued on the basis of the date of manufacture of the item of equipment sustaining loss or damage as follows:

- (a) Replacement Cost (without deduction for depreciation) will apply to items of equipment manufactured up to the number of years indicated in the Declarations; and
- (b) Actual Cash Value will apply to items of equipment manufactured over the number of years indicated in the Declarations.

(3) Agreed Value

When indicated by an 'X' in the Declarations, the following applies with respect to Scheduled Equipment described in the latest Schedule of

Covered Property that you submitted to us:

- (a) The Coinsurance provision of this Coverage Form is deleted with respect to individually Scheduled Items of equipment; and
- (b) The value of such equipment will be the least of the following:
 - (i) The applicable Limit Of Insurance shown in the Declarations, Schedule or Endorsement for that equipment; or
 - (ii) The amount shown for the equipment on the latest Schedule of Covered Property that you submitted to us.

6. Minimum Earned Premium

If a Minimum Earned Premium is shown in the Declarations, such premium is the least amount of premium you must pay when the actual earned premium for this coverage is less than the Minimum Earned Premium.

The Minimum Earned Premium does not apply if we cancel coverage other than at your request.

7. Reinstatement Of Limit After Loss

The Reinstatement Of Limit After Loss LOSS CONDITION in the COMMERCIAL INLAND MARINE CONDITIONS is replaced by the following:

Reinstatement Of Limit After Loss

With the exception of any applicable Annual Aggregate Limit Of Insurance, the Limit Of Insurance will not be reduced by the payment of any claim.

F. DEFINITIONS

- 1. **"Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and any unhealthful or hazardous building materials (including asbestos and lead products or materials containing lead). Waste includes materials to be recycled, reconditioned or reclaimed.

- 2. **"Sinkhole collapse"** means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

This cause of loss does not include:

- a. The cost of filling sinkholes; or
- b. Sinking or collapse of land into man made underground cavities.

- 3. **"Specified causes of loss"** means the following: Fire; lightning; explosion; windstorm or hail; smoke (including the emission or puff back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment); aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects as limited below; weight of snow, ice or sleet; "water damage", all only as otherwise insured against in this Coverage Form.

Falling objects does not include loss or damage to:

- a. Personal property in the open; or
- b. Property inside a building or structure, unless the roof or an exterior wall of the building or structure is first damaged by a falling object.

- 4. **"Water damage"** means:

- a. Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts) that is located on the premises at which the Covered Property is located and contains water or steam; and

- b. Accidental discharge or leakage of water as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off the premises at which the Covered Property is located, if the breakage or cracking is caused by wear and tear.

This provision serves as an exception to the wear and tear exclusion under the Other Types of Losses Exclusion in Section B – EXCLUSIONS, Part 3.d.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Products-Completed Operations)	\$ 14,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000

Designated Projects: EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS

Designated Locations: EACH PREMISES OWNED BY OR RENTED TO YOU

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Project Aggregate Limit, all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

COMMERCIAL GENERAL LIABILITY

- (1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage **B**; and
 - (3) Medical expenses under Coverage **C**.
- b. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
- (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.
 - (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce:
 - (a) The Total Aggregate Limit; and

- (b) The Designated Project Aggregate Limit for the applicable "project".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

- c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.
 - (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:
 - (a) The Total Aggregate Limit; and

- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

- (b) Damages under Coverage B.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and

- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

- 3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

- 5. The following is added to the **DEFINITIONS** Section, but only for purposes of the Designated Location and Designated Project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

RISK MANAGERS LLC

PEACE OF MIND INSURANCE SOLUTIONS FOR INDIVIDUALS AND BUSINESSES

February 3, 2023

E-CORP.

1598 N HILL FIELD ROAD, SUITE D
LAYTON, UT 84041

TO WHOM IT MAY CONCERN:

This letter is to certify that The Travelers Indemnity Company of Connecticut insures the client above under policy number UB4T4785342242 through our agency and certifies the Experience Modification Rate (EMR) for the most recent five (5) years, representative of the client above is as follows:

TERM	RATE	TERM	RATE
06/01/2022-06/01/2023	1.44	06/01/2023-06/01/2024	0.89
06/01/2021-06/01/2022	0.80		
12/01/2020-06/01/2021	0.87		
04/01/2020-12/01/2020	0.87		
04/01/2019-04/01/2020	0.78		
Five-Year Rate Average	0.952		

We have worked with this client for over ten years. We find the owners and managers to be persons of integrity and capacity. We could, without hesitation, issue a written statement of support on their behalf. The recent change in the EMR for E-Corp had nothing to do with a decrease in overall safety or oversight of the insured's operation. The increased EMR is also not due to claim frequency, for the insured has only had one loss over the last three years (See attached Loss History Report).

The reserve amount is one of the main factors the National Council on Compensation Insurance ("NCCI") uses in calculating the EMR. The higher the reserve amount, the higher the EMR, and vice versa. NCCI determined the 2022 EMR on a single loss with a high original reserve amount set. However, the reserve dropped substantially, which should have resulted in a lower 2022 EMR rating. Unfortunately, the reserve amount decreased after the year's NCCI calculation was completed. The claim is now closed, and the reserve and claim payment has lowered substantially.

Although E-Corp already had a strong safety program, they have chosen to hire additional safety personnel after the most recent claim. E-Corp has hired Stacy Maxfield as it's Corporate Health and Safety Representative. Stacy possesses a Bachelor of Science in Public Health and brings 24 years of safety experience and 16 years of federal construction experience to the E-Corp team. She is a certified industrial hygienist and a member of the American Board of Industrial Hygiene.

We expect the EMR rate to drop below 1.00 next year and stay consistently low for future years since it is clear that E-Corp's commitment to safety is of utmost importance and is integral to its corporate philosophy.

If you have any questions, don't hesitate to get in touch with us at (801) 262-1220.

Thank you,



Tiffani Johnson, AGENT
tjohnson@riskman1.com



Gentry Wendel, ACCOUNT MANAGER
gwendel@riskman1.com

5679 S REDWOOD ROAD #26
SALT LAKE CITY, UT 84123

Phone: (801) 262-1220 Fax: (801) 262-5168

Specializing in Commercial Insurance for Auto, Business & Workers Compensation



OSHA's Form 300 (Rev. 01/2004)

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name
City Layton

State UT

E-Corp

Identify the person

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of Injury or illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:			Enter the number of days the injured or ill worker was:		Check the "Injury" column or choose one type of illness:														
						Death	Days away from work	Job transfer or restriction	Remained at work	Other recordable cases	Away From Work (days)	On job transfer or restriction (days)	(M) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses							
1	Teresa Callahan	Project Manager	11/3/2020	Nellis AFB Bldg 332 Excavation	Injury to Right knee, meniscus tear/sprained LCL		(G)	(H)	(I)	(J)	X	(K)	(L)	(1)	X	(2)		(3)		(4)		(5)		(6)	
Page totals						0	0	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3694, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

- (1) Injury
- (2) Skin Disorder
- (3) Respiratory Condition
- (4) Poisoning
- (5) Hearing Loss
- (6) All other illnesses

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(N)	(O)	(P)	(Q)
(1) Injury	1	(4) Poisoning	0		
(2) Skin Disorder	0	(5) Hearing Loss	0		
(3) Respiratory Condition	0	(6) All Other Illnesses	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3614, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name E-Corp
 Street 1598 North Hill Field Road, Suite B
 City Layton State UT Zip 84041
 Industry description (e.g., Manufacture of motor truck trailers)
Commercial Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment Information

Annual average number of employees 47
 Total hours worked by all employees last year 108,224

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

C. B. [Signature]
 Company executive
 801-771-0933 Phone
 1/14/2022 - Revised Date
 President Title

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(N)	(O)	(P)	(Q)
(1) Injury	0	(4) Poisoning	0	(2) Skin Disorder	0
(3) Respiratory Condition	0	(5) Hearing Loss	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3614, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name E-Corp Corporate
 Street 1598 North Hill Field Road, Suite B
 City Layton State UT Zip 84041
 Industry description (e.g., Manufacture of motor truck trailers)
Commercial Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212) 2 3 6 2 2 0

Employment Information

Annual average number of employees 43
 Total hours worked by all employees last year 89,667

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

C. B. K.
 Company executive
 801-771-0993 Phone
 1/14/2022 Date
 President Title

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2022



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name _____

City _____

Layton _____

E-Corp Corporate _____

State _____

UT _____

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Identify the person

Describe the case

Classify the case

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:								
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All other illnesses			
								Job transfer or restriction	Other recordable cases									(G)	(H)	(I)
							0	0	0	0	0									
							0	0	0	0	0									
							0	0	0	0	0									
							0	0	0	0	0									
							0	0	0	0	0									
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							0	0	0	0	0									

Page totals

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	0	0	0	0
(H)				
(I)				
(J)				

Number of Days	Total number of days away from work	Total number of days of job transfer or restriction
(K)	0	0
(L)		

Injury and Illness Types	Total number of...
(M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information	
Your establishment name	<u>E-Corp Corporate</u>
Street	<u>1598 North Hill Field Road, Suite B</u>
City	<u>Layton</u> State <u>UT</u> Zip <u>84041</u>
Industry description (e.g., Manufacture of motor truck trailers)	<u>Commercial Construction</u>
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)	<u>1 5 4 2</u>
OR North American Industrial Classification (NAICS), if known (e.g., 336212)	<u>2 3 6 2 2 0</u>
Employment Information	
Annual average number of employees	<u>38</u>
Total hours worked by all employees last year	<u>79,963</u>
Sign here	
Knowingly falsifying this document may result in a fine.	
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.	
<u><i>C. B. K.</i></u> Company executive	_____ President Title
<u>801-771-4933</u> Phone	<u>1/31/2023</u> Date

ENVIRONMENT, SAFETY, AND HEALTH OFFEROR OR LOWER-TIER SUBCONTRACTOR RISK EVALUATION WORKSHEET

OFFEROR OR LOWER-TIER SUBCONTRACTOR INFORMATION

Offeror (or Lower-Tier Subcontractor)	E-Corp
Date of Submission	3/7/2023
Policy Period	6/1/2021 - 6/1/2022
North American Industry Classification System Code	236220

RISK EVALUATION

Initial Review and Acceptance. Offerors and their lower-tier subcontractors are required to meet NREL-acceptable environment, safety, and health (ESH) criteria prior to being awarded a subcontract or lower-tier subcontract to perform work at an NREL site. NREL considers a three-year average EMR of less than or equal to 1.00 **AND** a “No” response to questions 2, 3, and 4 to be acceptable.

Additional Evaluation and Assessment. Offerors or lower-tier subcontractors that report a three-year average EMR above 1.00 **OR** have responded “Yes” to questions 2, 3, and/or 4 are required to provide responses to questions 5 and 6 below. The ESH point of contact will evaluate and assess the offeror’s or lower-tier subcontractor’s additional responses to determine offeror or lower-tier subcontractor acceptability. However, NREL reserves the right to consider additional information requested by NREL used to determine whether the offeror or lower-tier subcontractor is accepted or rejected.

- 1. Submit Your Experience Modification Rate.** List your firm’s workers’ compensation insurance interstate EMR for the immediate past three years, current year, and three-year average (use intrastate rating if interstate rating is not available). Provide documentation in the form of a letter by your insurance company written on their letterhead indicating your EMR rating.
- 2. Occupational Safety and Health Administration Citations.** Has your firm received one or more Occupational Safety and Health Administration (OSHA) citations in the last three years?
 Yes No
 If yes, provide a written explanation for each incident in an attachment to this form.
- 3. Fatalities, Multiple Hospitalizations, or Amputation(s).** Has your firm experienced a single work-related incident resulting in a fatality, inpatient hospitalization, loss of an eye, or amputation(s) in the last three years?
 Yes No
 If yes, provide a written explanation for each citation in an attachment to this form.
- 4. Environmental Record.** Has your firm received violations pertaining to federal, state, or local environmental standard, regulation, or statute in the last three years?
 Yes No
 If yes, provide a written explanation for each violation in an attachment to this form.

If the offeror or lower-tier subcontractor reports a three-year average EMR of less than or equal to 1.00 **AND** has provided a “No” response to questions 2, 3, and 4, responses to questions 5 and 6 are not required.

If the offeror or lower-tier subcontractor reports a three-year average EMR above 1.00 **OR** has responded “Yes” to questions 2, 3, and/or 4, responses to questions 5 and 6 are required.

- 5. Occupational Total Recordable Case Rate Statistics.** List your firm’s occupational injury statistics for the past three full calendar years using the Bureau of Labor Statistics formula to determine the total recordable case (TRC) rate. The offeror must attach copies of the OSHA logs (OSHA 300 log and 300A) for the previous three years and a current OSHA 300 log for the months during the period since the last annual report.

NOTE. TRC rate is the number of OSHA recordable injuries and illnesses per 100 full-time equivalent (FTE) workers. The common exposure base enables one to make accurate inter-industry comparisons, trend analysis over time, or compare among firms regardless of size. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA recordable injuries/illnesses; 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by all employees during the calendar year).

Occupational Safety and Health Administration Total Recordable Case Rate:

Year	2022	# of OSHA recordable cases	0	Man-hours	79963	Rate	0
Year	2021	# of OSHA recordable cases	0	Man-hours	89667	Rate	0
Year	2020	# of OSHA recordable cases	1	Man-hours	108224	Rate	1.8
Three-year average		0.6					

6. Occupational Days Away/Restricted or Transfer Rate Statistics. List your firm’s days away/restricted or transfer (DART) rate for the past three full calendar years using the Bureau of Labor Statistics formula to determine the rate.

NOTE. The DART rate is a mathematical calculation that characterizes the number of OSHA recordable injuries and illnesses per 100 FTEs that resulted in days away from work, restricted work activity, and/or job transfers that a company has experienced in a given timeframe. The rate is calculated as: $N \times 200,000 / EH$ (where N = number of OSHA injury/illness cases resulting in days away/restricted or job transfer (OSHA’s Form 300, Columns H + I); 200,000 = base for 100 FTEs [working 40 hours per week, 50 weeks per year]; and EH = total hours worked by all employees during the calendar year).

Occupational Safety and Health Administration Days Away/Restricted or Transfer Rate:

Year	2022	# of OSHA DART cases	0	Man-hours	79963	Rate	0
Year	2021	# of OSHA DART cases	0	Man-hours	89667	Rate	0
Year	2020	# of OSHA DART cases	0	Man-hours	108224	Rate	0
Three-year average		0					

FOR NREL USE ONLY – OFFEROR OR LOWER-TIER SUBCONTRACTOR ACCEPTABILITY EVALUATION – DO NOT WRITE BELOW THIS LINE

- Offeror or lower-tier subcontractor accepted
 - EMR \leq 1.0 **AND** response to questions 2, 3, and 4 is “No”; or
 - Other (provide explanation in comments)
- Offeror or lower-tier subcontractor rejected
 - EMR > 1.0
 - Offeror or lower-tier subcontractor responded “Yes” to question 2, 3, and/or 4 (provide explanation in comments)
 - OSHA TRC (provide explanation in comments)
 - OSHA DART (provide explanation in comments)
 - NREL past performance letters (provide explanation in comments and attach Acquisition Services letter)
 - NREL past incident history (provide explanation in comments)
 - Other (provide explanation in comments)

Comments

CERTIFICATION

A person authorized to make legally binding commitments on behalf of the offeror or lower-tier subcontractor must sign below. By signing below, the offeror or lower-tier subcontractor certifies, under penalty of law, that the responses provided in this worksheet are accurate.

Company/Organization Name	E-Corp		
Signature	X	Signer’s Printed Name	Curtis Buck
Title	President	Date	3/7/2023
Telephone Number	801-633-6692	Email address	curtis@e-corp4u.com

11 Other Safety Considerations

E-Corp has 7 years of experience completing projects for NREL. In that time, we have completed more than 120 projects, task orders, and work orders on multiple TOAs and WOAs. Because of this extensive experience, we are highly familiar with NREL's requirements.

We agree to flow down NREL Environment, Safety, Health & Quality Department (ES&H) requirements to lower-tier subcontractors. We also agree to oversee workers and lower-tier subcontractors for ES&H compliance.

We agree to perform work safely, in a manner that ensures adequate protection for the employees, the public, and the environment, and understand we are accountable for the safe performance of the work. We agree to exercise a degree of care commensurate with the work and the associated hazards. We agree to ensure that management of environment, ES&H functions and activities becomes an integral but visible part of the work planning and execution process. We agree to ensure that work activities at NREL are conducted in a manner that complies with applicable laws, regulations, and standards, and minimizes:

- Risk of personal injury
- Risk of property damage
- Adverse Effects on the environment
- Program interruption or delay