ADDENDUM #1

Please note the following changes to specifications for Quote #0191. Bidder shall acknowledge receipt by inserting the Addenda number where indicated on the signed quote form.

THE FOLLOWING CHANGES, ADDITIONS, AND DELETIONS TO THE CONTRACT HEREBY BECOME A PART OF THE CONTRACT DOCUMENTS.

The following Addendum #1 consists of:

- Six pages of changes, additions and deletions
- Six pages of Federal Bureau of Investigation Criminal Justice Information Services Security Addendum
- Pre-Bid Site Meeting Sign-In Sheet
THE FOLLOWING CHANGES, ADDITIONS, AND DELETIONS TO THE DOCUMENTS DATED FEBRUARY 18, 2015 HEREBY BECOME A PART OF THE CONTRACT DOCUMENTS.

NOTIFY ALL SUBCONTRACTORS AFFECTED BY THIS ADDENDUM.

ACCEPTED SUBSTITUTES

The following materials and manufacturers are accepted contingent upon their compliance without exception to the requirements of the Drawings and Specifications. This does not grant a performance or quality less than that specified and it shall be the supplier's responsibility to meet all requirements.

<table>
<thead>
<tr>
<th>Section</th>
<th>Item</th>
<th>Manufacturer</th>
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<tbody>
<tr>
<td>NONE</td>
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SPECIFICATIONS

1. SECTION 00 01 10 TABLE OF CONTENTS; Add the following Section to the Table of Contents, as follows to read, "32 31 00 INDUSTRIAL ALUMINUM CANTILEVER GATE SYSTEM".

2. SECTION 01 11 00 SUMMARY OF WORK; 1.5 CONTRACTOR USE OF PREMISES; A. General; Add new subparagraph 1, as follows to read, "1. Contractor to provide a staging and schedule submittal that is to include, but not limited to, site drawings with a written schedule and timelines of specific locations and dates of various areas of work (and staging and any materials storage) of a maximum of 15 to 20 parking spaces (or no more than half of each parking level) for owner review and approval. The submittal will be used by the Owner to coordinate temporary relocation of staff vehicles to be parked off-site in order to provide Contractor access to project work areas. Coordinate with Section 01 33 10 Submittal Procedures."

3. SECTION 01 11 00 SUMMARY OF WORK; 1.4 WORK SEQUENCE; Paragraph B.; Change the number of consecutive calendar days from "60" to "100".
4. SECTION 01 11 00 SUMMARY OF WORK; Add new paragraph 1.7 WARRANTY,
   Add the following to read,
   "1. Unless otherwise specified in the Owner-Contractor Agreement, The Contractor
       warrants to the Owner that materials and equipment furnished under the Contract
       will be of good quality and new unless the Contract Documents require or permit
       otherwise. The Contractor further warrants that the Work will conform to the
       requirements of the Contract Documents and will be free from defects, except for
       those inherent in the quality of the Work the Contract Documents require or permit.
       Work, materials, or equipment not conforming to these requirements may be
       considered defective. The Contractor's warranty excludes remedy for damage or
       defect caused by abuse, alterations to the Work not executed by the Contractor,
       improper or insufficient maintenance, improper operation, or normal wear and tear
       and normal usage. If required by the Architect, the Contractor shall furnish
       satisfactory evidence as to the kind and quality of materials and equipment.

   2. In addition to the Contractor's obligations under Section 1 above, if, within one year
       after the date of Substantial Completion of the Work or designated portion thereof,
       any of the Work is found to be not in accordance with the requirements of the
       Contract Documents, the Contractor shall correct it promptly after receipt of written
       notice from the Owner to do so unless the Owner has previously given the
       Contractor a specific written acceptance of such condition. The Owner shall give
       such notice promptly after discovery of the condition."

   3. The Contractor's warranty will be in addition to the standard product warranties
       and guarantees provided by the individual product manufacturer's.

5. SECTION 01 31 13 PROJECT COORDINATION; 3.1 PREPARATION 3.1, A. Pre-
   Installation Conference; Add new subparagraph c. to paragraph 5, as follows to read, "c.
   Section 32 31 00 Industrial Aluminum Cantilever Gate System".

6. SECTION 01 31 13 PROJECT COORDINATION; 1.1 GENERAL COORDINATION;
   Add paragraph K., as follows to read,

   "K. Comply with County Prosecuting Attorney's Office Security requirements as
       summarized below:
       1. The project area inside the building is a limited access facility with security
          access requirements. The County has very strict rules and requirements for
          every person entering and exiting the facility. The following is a summary of
          the primary requirements that must be adhered to by all workers for this
          project. This is not a comprehensive list of requirements and the County
          reserves the right to add or modify all requirements regarding its facilities."
2. Non-conformance to County requirements will be grounds to be immediately escorted off the premises and permanent removal from future access to the secured facility.

3. Either comply with this item #3 or item #4 below: Every person who will be working in the building will need to submit information to the County, prior to accessing the facility, for a background check and be properly cleared for access. All the personnel of the Contractor and its Subcontractor's will need to complete a "Security Addendum Certification to ACCESS" and fingerprint all employees who will need access to the inside of the building. The fingerprint cards can be obtained from Kim Zenor at the Prosecutor's Office. Fingerprint cards and security addendum need to be sent to WSP in order to meet compliance with the Criminal History Database access. A copy of the Security Addendum Certification is attached to this Addendum.

4. Either comply with this item #4 or item #3 above: Identify employees who will need access to the inside of the building and contact Kim Zenor to arrange a time for those employees to be fingerprinted. Clark County will send the fingerprint cards to WSP for processing.

5. The Contractor is to allow adequate time in the schedule to complete the required Access provisions indicated in items #3 and #4 above so as to not interfere with the schedule to complete the work.

6. All workers will be required to check in and check out with County Staff when accessing and leaving the building.

7. No pictures or videos of any kind will be allowed inside the building.

8. No weapons will be allowed inside the facility or on the premise.

9. Normal working hours for the project are weekdays between 8:00 a.m. and 5:00 p.m. Any other times and/or worker accommodations inside the building must be approved in advance by the County."

7. SECTION 01 33 10 SUBMITTAL PROCEDURES; 3.5 SUBMITTAL SCHEDULE; Add the following to read, "01 11 00, SUMMARY OF WORK, Staging and Schedule Submittal."

8. SECTION 01 33 10 SUBMITTAL PROCEDURES; 3.5 SUBMITTAL SCHEDULE; Add the following to read, "32 31 00 INDUSTRIAL ALUMINUM CANTILEVER GATE SYSTEM."

9. SECTION 01 33 10 SUBMITTAL PROCEDURES; 3.5 SUBMITTAL SCHEDULE; Add the following to read, "26 05 10 ELECTRICAL BASIC MATERIALS AND METHODS. (included on Sheet E4 of Drawings."
10. SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS; 3.1 INSTRUCTION OF OWNER'S PERSONNEL; Paragraph B, Subparagraph 2; Omit subparagraph 2 in its entirely and replace with the following to read, "Review operation and maintenance of all provided equipment and systems with Owner's Designated Representatives. Include the review of all electrical disconnects and control equipment."

11. SECTION 01 73 29 CUTTING AND PATCHING; 1.2 PERFORMANCE REQUIREMENTS; Add new Paragraph E. as follows to read, "E. Coordination: Contractor to obtain owner approval of new conduit wall penetration locations prior to core drilling new holes. Contractor to install new exterior and interior thru wall penetrations to comply with current code requirements, that include but not limited to, providing fire stopping/caulking and waterproofing treatments where required.

12. SECTION 32 31 00 INDUSTRIAL ALUMINUM CANTILEVER GATE SYSTEM; 2.3 FABRICATION, Paragraph D., 1. Vehicle Gates- Upper level, Subparagraph c.; Omit subparagraph c. in its entirely and replace with the following to read, "c. Proximity card reader (access control) on exterior side of gate to be an ICLASS R90 Long Range Reader, Model HID, as manufactured by ASSA ABLOY. New components to be compatible with Owner's existing system. Coordinate with Electrical Drawings."

13. SECTION 32 31 00 INDUSTRIAL ALUMINUM CANTILEVER GATE SYSTEM; 2.3 FABRICATION, Paragraph D., 1. Vehicle Gates- Upper level, Subparagraph j.; Omit subparagraph j. in its entirely and replace with the following to read, "j. Lock Box: Knox key switch, single switch model 3502 or as directed by City of Vancouver Fire Department. Coordinate with Electrical Drawings."

14. SECTION 32 31 00 INDUSTRIAL ALUMINUM CANTILEVER GATE SYSTEM; 2.3 FABRICATION, Paragraph D., 2. Vehicle Gates- Lower level (Entry and Exit Gates), Subparagraph c.; Omit subparagraph c. in its entirely and replace with the following to read, "c. Proximity card reader (access control) on exterior side of entry gate only to be an ICLASS R90 Long Range Reader, rated for exterior use, Model HID, as manufactured by ASSA ABLOY. New components to be compatible with Owner's existing system. Coordinate with Electrical Drawings."

15. SECTION 32 31 00 INDUSTRIAL ALUMINUM CANTILEVER GATE SYSTEM; 2.3 FABRICATION, Paragraph D., 2. Vehicle Gates- Lower level, Subparagraph j.; Omit subparagraph j in its entirely and replace with the following to read, "j. Lock Box: Knox
key switch, single switch model 3502 or as directed by City of Vancouver Fire Department. Coordinate with Electrical Drawings."

16. SECTION 32 31 19 HIGH SECURITY STEEL FENCE SYSTEM; 2.2 MATERIAL; Paragraph D., 2. Pedestrian- Swing type- Upper level, Subparagraph c.; Omit subparagraph c in its entirely and replace with the following to read, "c. Proximity card reader (access control) on exterior side of gate to be an iCLASS R90 Long Range Reader, rated for exterior use, Model HID, as manufactured by ASSA ABLOY. New components to be compatible with Owner's existing system. Coordinate with Electrical Drawings."

17. SECTION 32 31 19 HIGH SECURITY STEEL FENCE SYSTEM; 2.2 MATERIAL; Paragraph D., 2. Pedestrian- Swing type- Upper level, Subparagraph f.; Omit text reading, "(or future contact sensors)" and replace with the following to read, "(for future contact sensors)".

18. SECTION 32 31 19 HIGH SECURITY STEEL FENCE SYSTEM; 2.2 MATERIAL; Paragraph D., 3. Pedestrian- Swing type- Lower level, Subparagraph f.; Omit text reading, "(or future contact sensors)" and replace with the following to read, "(for future contact sensors)".

DRAWINGS

1. SHEET A2, DEMOLITION PLAN KEYNOTES, Add new Keynote 18 as follows to read, "SAWCUT PAVING FOR NEW CONDUITS AND PATCH WITH MATERIALS TO MATCH EXISTING- COORDINATE LOCATIONS WITH ELECTRICAL DRAWINGS."

2. SHEET A2, DEMOLITION PLAN KEYNOTES; Add the following to the end of Keynote #11 to read, "SALVAGE WHEELSTOP TO BE RELOCATED OR TO OWNER AS DIRECTED."

3. SHEET A3, DEMOLITION PLAN KEYNOTES, Add new Keynote 18 as follows to read, "SAWCUT PAVING FOR NEW CONDUITS AND PATCH WITH MATERIALS TO MATCH EXISTING- COORDINATE LOCATIONS WITH ELECTRICAL DRAWINGS."

4. SHEET A4, FLOOR PLAN KEYNOTES; Add the following to the end of Keynote #22 as follows to read, "INSTALL WITH EPOXY TO MATCH EXISTING."
5. SHEET E1, KEYED NOTES; Keynote #9; Change room number from "113" to be "213-WHICH IS DIRECTLY ABOVE ROOM 113., AS DIRECTED BY OWNER."

6. SHEET E2, KEYED NOTES; Keynote #9; Change room number from "113" to be "213-WHICH IS DIRECTLY ABOVE ROOM 113., AS DIRECTED BY OWNER."

7. SHEET E3, DETAIL 1/E3 GATE/SECURITY/INTERCOM SCHEMATIC, lower level; Omit the following note reading, "ICLASS R90 LONG RANGE READER MATCH (E) DEVICES" and replace with the following to read, "ICLASS R90 LONG RANGE READER".

8. SHEET E3, DETAIL 2/E3 GATE/SECURITY/INTERCOM SCHEMATIC, upper level; Omit the following note reading, "ICLASS R90 LONG RANGE READER MATCH (E) DEVICES" and replace with the following to read, "ICLASS R90 LONG RANGE READER".

9. SHEET E3; Add the following new general note #1 as follows to read, "1. Contact David Flores, Clark County Facilities Management Electronic Specialist at 360 606 0248 regarding questions related to the existing and proposed expanded Video Door Station Aiphone System. The proposed Aiphone system to include but not limited to KD-DAR Door Stations, RY-3DL Selective Door Release Adapters, KA-DGR-PANEL Stainless Steel Panel for K Series Door Stations, and all cabling, conductors, risers, terminations, etc. and other accessories for a complete system."

10. SHEET E3; Add the following new general note #2 to read, "2. Provide raceways, cabling, terminations and required accessories of all noted items for complete installation."

ATTACHMENTS TO THIS ADDENDUM

1. FBI CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM CERTIFICATION- (6 pages).

2. Pre-Bid Meeting Attendee List (1 page).
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the
Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization).

Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI’s Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental
agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI’s CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United
States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director’s designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.
The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.
4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:
   a. Investigate or decline to investigate any report of unauthorized use;
   b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee ________________________________ Date

Printed Name/Signature of Contractor Representative __________________________ Date

Organization and Title of Contractor Representative __________________________
**Meeting Information**

- **Meeting:** Pre-Bid Site Meeting
- **Project Name:** Clark County - Franklin Blvd. Parking Security Upgrades
- **Project Number:** County Quote #0191
- **Date:** 3/24/15 - 10:00 am

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### MEETING SIGN-IN SHEET

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<th>Firm/Organization</th>
<th>Email Address</th>
<th>Phone#</th>
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</thead>
<tbody>
<tr>
<td>Mike LaValla</td>
<td>Interstate Fence Co</td>
<td>MLaValla@InterstateFence</td>
<td>503-254-8068</td>
</tr>
<tr>
<td>Jon Lohn</td>
<td>Town &amp; Country Fence Co of Oregon</td>
<td>jonetcfence.us</td>
<td>503-655-2055</td>
</tr>
<tr>
<td>Adam Folden</td>
<td>Folden Country Inc</td>
<td><a href="mailto:Folden.adam@swaim.com">Folden.adam@swaim.com</a></td>
<td>503-572-0292</td>
</tr>
<tr>
<td>Chris Crosby</td>
<td>Able Fence</td>
<td><a href="mailto:ablefenceco@comcast.net">ablefenceco@comcast.net</a></td>
<td>360-256-5894</td>
</tr>
<tr>
<td>Ron Clift</td>
<td>Cedar Mill Const.</td>
<td><a href="mailto:Ron@cedarmill.com">Ron@cedarmill.com</a></td>
<td>503-887-9370</td>
</tr>
<tr>
<td>John Krueger</td>
<td>Metro Access Control</td>
<td><a href="mailto:JohnK@MetroGates.com">JohnK@MetroGates.com</a></td>
<td>803-595-4716</td>
</tr>
<tr>
<td>Dan Spencer</td>
<td>C2FM</td>
<td><a href="mailto:Dan.Spencer@clark.gov">Dan.Spencer@clark.gov</a></td>
<td>360-931-0561</td>
</tr>
<tr>
<td>Shari Jensen</td>
<td>CCPA</td>
<td><a href="mailto:shari.jensen@clark.gov">shari.jensen@clark.gov</a></td>
<td>360-397-2201</td>
</tr>
<tr>
<td>David Commeres</td>
<td>DLC</td>
<td><a href="mailto:David@DLC-Architects.com">David@DLC-Architects.com</a></td>
<td>360-607-9815</td>
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