

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this April 18 2012, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **Automated Building Solutions, Inc.** located at 7348 S. Alton Way, Suite L, Centennial, Colorado 80112, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. **SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached **IFB 2012.008** and the Contractor's response to IFB 2012.008 attached hereto as **Exhibit C**, and incorporated herein by reference. Should there be any discrepancy between **Exhibit C** and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the prices provided for in this Agreement.

RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in **Exhibit C**.

2. **TERM:**

2.1. Term of Agreement: The initial term of this Agreement shall be for sixty (60) calendar days from the date of this Agreement effective date or issuance of the notice to proceed (NTP).

3. **PAYMENT AND PRICE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement as outlined in **Exhibit A** and the Contractor shall accept as full payment for those services, not to exceed amount of **Thirty thousand, nine hundred-ten dollars and no cents (\$ 30,910.00)** for the term of the Agreement.

A. Invoices

Invoices will be submitted to the County by the Contractor on a (monthly, quarterly, biannual, or annual) basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

4. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

5. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

6. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 7.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 7.1.1. Each Occurrence \$1,000,000
- 7.1.2. General Aggregate \$2,000,000

7.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

- 7.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
- 7.2.2. Personal Injury Protection Per Colorado Statutes

7.3. Workers' Compensation Insurance: Per Colorado Statutes

7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

- 7.4.1. Each Occurrence \$1,000,000
- 7.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

7.5. Adams County as "Additional Insured": The Contractor's commercial general liability and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

- 7.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 7.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

7.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

7.7. Endorsement: Each insurance policy herein required shall be endorsed to state that

coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

- 7.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

8. **TERMINATION:**

- 8.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 8.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

9. **MUTUAL UNDERSTANDINGS:**

- 9.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County.
- 9.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be “Protected Health Information.”
- 9.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 9.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 9.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Mike Holub, Project Manager
 Facilities Operations Department
 1st Floor, Suite C1700
 4430 South Adams County Pkwy
 Brighton, Colorado 80601
 Office: 303.654.3327
mholub@adcogov.org

and Purchasing Department, Manager
 4430 South Adams County Pkwy
 4th Floor
 4430 South Adams County Pkwy
 Brighton, Colorado 80601

and Adams County Attorney's Office
 4430 South Adams County Pkwy
 Brighton, Colorado 80601

Contractor:

Art Espinosa, President
 Automated Building Solutions, Inc.
 7348 S. Alton Way, Suite L
 Centennial, Colorado 80112
 Phone: 303.221.4020 Fax: 303.221.4072
aespinosa@absicontrols.com

- 9.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 9.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

9.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

10. CHANGE ORDERS OR EXTENSIONS:

10.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

10.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the

Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

12. All signature pages that were required for IFB 2012.008 are reference under **Exhibit B** as items 1 through 4.

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SUPPLEMENTAL FEDERAL PROVISIONS

Supplemental Provisions for Contracts, Grants, and Purchase Orders for Federal Funds received pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and 2008. Amendments as of October 1, 2010.

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below:
 - 1.1. **“Award”** means an award of Federal Financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants,
 - 1.1.2. Contracts,
 - 1.1.3. Cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a)),
 - 1.1.4. Loans,
 - 1.1.5. Loan Guarantees,
 - 1.1.6. Subsidies,
 - 1.1.7. Insurance,
 - 1.1.8. Food commodities,
 - 1.1.9. Direct appropriations, or
 - 1.1.10. Other financial assistance transactions that authorize the non-Federal Entities’ expenditure of Federal Funds.Award does *not* include:
 - 1.1.11. Technical assistance, which provides services in lieu of money;
 - 1.1.12. A transfer of title to Federally-owned property provided in lieu of money, even if the award is called a grant;
 - 1.1.13. Any classified award; or
 - 1.1.14. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Pub. L. 111-5).
 - 1.2. **“Central Contractor Registration (CCR)”** means the Federal repository into which an Entity must provide information required for the conduct of business as a recipient.
 - 1.3. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
 - 1.4. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;

- 1.4.1. A governmental organization, which is a State, local government, or Indian Tribe,
 - 1.4.2. A foreign public entity,
 - 1.4.3. A domestic or foreign non-profit organization,
 - 1.4.4. A domestic or foreign for-profit organization, and
 - 1.4.5. A Federal Agency, but only a subrecipient under an award or subaward to a non-Federal entity.
- 1.5. **“Subaward”** means a legal instrument to provide support for the performance of any portion of the substantive project or program funded by federal funds to a Prime Recipient that a Prime Recipient awards to a Subrecipient.
- 1.6. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all award types in §1.1.
- 1.7. **“Contractor”** means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, Subrecipient, or a borrower. For purposes of FFATA reporting, Contractor is either a Subrecipient or a Vendor under this Contract.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Also referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State Agency or Institution of Higher Education that receives federal funds directly from a Federal Agency in the form of an award in §1.1.
- 1.10. **“Subrecipient”** means a non-Federal Entity receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.11. **“Supplemental Provisions”** means these Supplemental Provisions for Contracts, Grants, and Purchase Orders using Federal funds except those funds provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
- 1.12. **“Total Compensation”** means the cash and noncash dollar value earned by the executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following
- 1.12.1. Salary and bonus,
 - 1.12.2. Awards of stock, stock options, and stock appreciation rights. This amount shall equal the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments,

- 1.12.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees,
- 1.12.4. Change in pension value, this amount shall equal the change in present value of defined benefit and actuarial pension plans,
- 1.12.5. Above-market earnings on deferred compensation which is not tax-qualified, and
- 1.12.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

“**Vendor**” means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by Federal funds. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor.

Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

2. **Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.**

- 2.1. **CCR** - Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under this award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.
- 2.2. **DUNS** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update its information in Dun & Bradstreet at least annually after the initial registration, and more frequently if required by changes in its information.

3. **Total Compensation** – Contractor shall include total compensation in CCR for each of its five most highly compensated executives for the preceding completed fiscal year if:

- 3.1. the total Federal funding authorized to date under this award is \$25,000 or more, and
- 3.2. in the preceding fiscal year, Contractor received:
 - 3.2.1. 80 percent or more of its annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and

- 3.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and
 - 3.3. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
- 4. Reporting. Contractor shall include data elements in its CCR and report to its Prime Recipient Entity the data elements required in §7 if Contractor is a Subrecipient for the award types of grants, contracts, and cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a). No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §7 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract. Adams County may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.
- 5. **Effective Date and Dollar Threshold for Reporting** – The reporting requirements in §7 apply for new Federal grants, contracts, and cooperative agreements (except CRDA) as of October 1, 2010, if the initial award is \$25,000 or more. If the initial award is below \$25,000 but subsequent award modifications result in a total award of \$25,000 or more, the award is subject to the reporting requirements as of the date the award exceeds \$25,000.

If the initial award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

- 6. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 6.1 **To CCR.** A Subrecipient shall register in CCR and report the following data elements in CCR:
 - 6.1.1 Subrecipient DUNS Number
 - 6.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account
 - 6.1.3 Subrecipient Parent DUNS Number
 - 6.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District

6.1.5 Subrecipient Officers' Names of top 5 highly compensated officials if the criteria in §4 are met.

6.1.6 Subrecipient Officers' Total Compensation of top 5 highly compensated officials if criteria in §4 met.

7. **To Prime Contractor.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the contract, the following data elements:

7.1.1 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. **Vendor** – There are no Transparency Act reporting requirements for vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Agreement and Adams County Government; Board of Commissioners may terminate the Agreement upon 30 days prior written notice if the default remains uncured five (5) calendar days following the notice period. This remedy will be in addition to any other remedy available to Adams County Government, Board of Commissioners under the Agreement, at law or in equity.

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American Recovery & Reinvestment Act (ARRA)
SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN
RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds;

or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions Adams County Government Agreement for HVAC Control System Replacement Services

A. Flow Down Requirement

Recipients must include these special terms and conditions in any sub award.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph

thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant. Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers – Adams

County Government Agreement. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the Implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L.111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds. Adams County Government Agreement for HVAC Control System Replacement Services.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until thirty-six (36) months after the award date.

1. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (c) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

2. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, —REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009|| and —REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009|| will be done upon definition and review of final activities.

3. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been— Adams County Government Invitation for Bid, HVAC Control System Replacement Services.

(i) Processed into a specific form and shape; or

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways,

parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.* (1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability; Adams County Government Invitation for Bid, for the HVAC Control System Replacement Services

(F) Location of the project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could

not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods.

When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data*. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

<u>Description</u>	<u>Unit of measure</u>	<u>Quantity</u>	<u>Cost (dollars)*</u>
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information. *Include all delivery costs to the construction site.

5. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant Adams County Government Invitation for Bid HVAC Control System Replacement Services covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating). (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency.

Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

6. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 —Uniform Administrative Requirements for Grants and Agreements|| and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at

<http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, —Audits of States, Local Governments, and Non-Profit Organizations,|| recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at

<http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix —ARRA-|| in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

7. DAVIS-BACON WAGES (See Attachment at the end of the Agreement)

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions. Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the Adams County Government Agreement for HVAC Control System Replacement Service).

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Adams County Government Agreement for HVAC Control System Replacement Service.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Purchasing Manger shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Purchasing Manger shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the bidder and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. Adams County Government Invitation for HVAC Control System Replacement Service.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities

if the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Automated Building Solutions, Inc.

Authorized Name (Print or Type)

Date

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

CONTRACTOR
AUTOMATED BUILDING SOLUTIONS, INC.

By: Arthur Espinosa
Name (Print or Type)

Seth E.
Authorized Signature

President
Title

Date: 4-5-12

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: [Signature]
Chair Signature

Date: 4-18-12

ATTEST:
Karen Long
Clerk and Recorder

[Signature]
Deputy Clerk Signature



APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney Signature

Signed and sworn to before me on this 5 day of APRIL, 2011 2012

by Shahla oskovee

Shahla oskovee
Notary Public

My commission expires on: 11-19-2013



EXHIBIT A
PRICE SCHEDULE

The Contractor is responsible for supplying all labor, equipment and materials to perform the services as identified in the specifications/statement of work. Contractor's price as detailed below shall be firm through the entire term of the Agreement. The estimated quantities shown below are for evaluation purposes only.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Lump Sum</u>
1	Provide and install a new Honeywell/Tridium WEBS AX Energy Management system for replacement of an existing obsolete Energy management system for the Waymire Dome building. No Substitutions.	1 ea	\$ <u>29,870.00</u>
2	DELL Opti-plex PC with Windows 7 pro, 4gig RAM, 20" Flat panel monitor & color printer.	1 ea	\$ <u>1,040.00</u>
TOTAL			\$30,910.00

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EXHIBIT B

1. Adams County Points List of Existing Parts
2. Authorized Control Integrator (ACI) Certification Letter, dated March 5, 2012
3. Contractor's Honeywell DDC Material List, dated March 7, 2012
4. Addendum Two (2), dated March 5, 2012
5. Addendum One (1), dated February 13, 2012
6. Contractor's Signed Certification of Compliance for IFB 2012.008, dated March 7, 2012
7. Vendor's Statement/Signature Page/Addendums Acknowledgement for IFB 2012.008, dated March 7, 2012
8. Davis Bacon General Wage Decision No. CO120001, dated 02/24/2012 CO1

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**EXHIBIT B-1
POINTS LIST OF EXISTING PARTS**

TagName	Server	Panel	Label	Description	Units
10-12-1-95.1.IN.1	Motes	HP-1	Room Temperature	Room Temperature	Deg. F
10-12-1-95.1.IN.2	Motes	HP-1	Input 2	Input 2	NA
10-12-1-95.1.IN.3	Motes	HP-1	DAT	Discharge Air Temp	Deg F
10-12-1-95.1.IN.4	Motes	HP-1	Fan Status	Fan Status	Off/On
10-12-1-95.1.OUT.1	Motes	HP-1	Fan S/S	Fan S/S	Off/On
10-12-1-95.1.OUT.2	Motes	HP-1	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.1.OUT.3	Motes	HP-1	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.1.OUT.4	Motes	HP-1	Reversing Valve	Reversing Valve	On=Cool
10-12-1-95.1.VAR.1	Motes	HP-1	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.1.VAR.10	Motes	HP-1	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.1.VAR.11	Motes	HP-1	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.1.VAR.12	Motes	HP-1	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.1.VAR.13	Motes	HP-1	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.1.VAR.14	Motes	HP-1	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.1.VAR.15	Motes	HP-1	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.1.VAR.16	Motes	HP-1	Occupied Clg SP	Occupied Clg SP	NA
10-12-1-95.1.VAR.17	Motes	HP-1	Unocc Htg SP	Unocc Htg SP	NA
10-12-1-95.1.VAR.18	Motes	HP-1	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.1.VAR.19	Motes	HP-1	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.1.VAR.2	Motes	HP-1	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.1.VAR.20	Motes	HP-1	Current Clg SP	Current Clg SP	NA
10-12-1-95.1.VAR.21	Motes	HP-1	SP Deadband	SP Deadband	NA
10-12-1-95.1.VAR.22	Motes	HP-1	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.1.VAR.23	Motes	HP-1	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.1.VAR.24	Motes	HP-1	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.1.VAR.25	Motes	HP-1	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.1.VAR.26	Motes	HP-1	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.1.VAR.27	Motes	HP-1	SP Adj	SP Adj	Deg F
10-12-1-95.1.VAR.28	Motes	HP-1	Variable 28	Variable 28	NA
10-12-1-95.1.VAR.29	Motes	HP-1	Cooling MBH	Cooling MBH	MBH
10-12-1-95.1.VAR.3	Motes	HP-1	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.1.VAR.30	Motes	HP-1	Heating MBH	Heating MBH	MBH
10-12-1-95.1.VAR.31	Motes	HP-1	Variable 27	Variable 27	NA
10-12-1-95.1.VAR.32	Motes	HP-1	Iso Valve Override	Iso Valve Override	From_iplog
10-12-1-95.1.VAR.4	Motes	HP-1	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.1.VAR.5	Motes	HP-1	HP Enable	HP Enable	On=Ena
10-12-1-95.1.VAR.6	Motes	HP-1	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.1.VAR.7	Motes	HP-1	Occupied	Occupied	On=Occ
10-12-1-95.1.VAR.8	Motes	HP-1	Fan Status	Fan Status	On/Off
10-12-1-95.1.VAR.9	Motes	HP-1	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.10.IN.1	Motes	HP-8	Room Temperature	Room Temperature	Deg. F
10-12-1-95.10.IN.2	Motes	HP-8	Input 2	Input 2	NA
10-12-1-95.10.IN.3	Motes	HP-8	DAT	Discharge Air Temp	Deg F
10-12-1-95.10.IN.4	Motes	HP-8	Fan Status	Fan Status	Off/On
10-12-1-95.10.OUT.1	Motes	HP-8	Fan S/S	Fan S/S	Off/On
10-12-1-95.10.OUT.2	Motes	HP-8	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.10.OUT.3	Motes	HP-8	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.10.OUT.4	Motes	HP-8	Reversing Valve	Reversing Valve	On=Cool
10-12-1-95.10.VAR.1	Motes	HP-8	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.10.VAR.10	Motes	HP-8	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.10.VAR.11	Motes	HP-8	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.10.VAR.12	Motes	HP-8	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.10.VAR.13	Motes	HP-8	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.10.VAR.14	Motes	HP-8	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.10.VAR.15	Motes	HP-8	Occupied Htg SP	Occupied Htg SP	Deg.F

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.10.VAR.16	Motes	HP-8	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.10.VAR.17	Motes	HP-8	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.10.VAR.18	Motes	HP-8	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.10.VAR.19	Motes	HP-8	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.10.VAR.2	Motes	HP-8	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.10.VAR.20	Motes	HP-8	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.10.VAR.21	Motes	HP-8	SP Deadband	SP Deadband	Deg.F
10-12-1-95.10.VAR.22	Motes	HP-8	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.10.VAR.23	Motes	HP-8	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.10.VAR.24	Motes	HP-8	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.10.VAR.25	Motes	HP-8	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.10.VAR.26	Motes	HP-8	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.10.VAR.27	Motes	HP-8	SP Adj	SP Adj	Deg
10-12-1-95.10.VAR.28	Motes	HP-8	Variable_28	Variable_28	NA
10-12-1-95.10.VAR.29	Motes	HP-8	Cooling MBH	Cooling MBH	MBH
10-12-1-95.10.VAR.3	Motes	HP-8	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.10.VAR.30	Motes	HP-8	Heating MBH	Heating MBH	MBH
10-12-1-95.10.VAR.31	Motes	HP-8	Variable_27	Variable_27	NA
10-12-1-95.10.VAR.32	Motes	HP-8	Iso Valve Override	Iso Valve Override	From_iplog
10-12-1-95.10.VAR.4	Motes	HP-8	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.10.VAR.5	Motes	HP-8	HP Enable	HP Enable	On=Ena
10-12-1-95.10.VAR.6	Motes	HP-8	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.10.VAR.7	Motes	HP-8	Occupied	Occupied	On=Occ
10-12-1-95.10.VAR.8	Motes	HP-8	Fan Status	Fan Status	On/Off
10-12-1-95.10.VAR.9	Motes	HP-8	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.11.IN.1	Motes	HP-9	Room Temperature	Room Temperature	Deg. F
10-12-1-95.11.IN.2	Motes	HP-9	SP Adj	SP Adj	Deg
10-12-1-95.11.IN.3	Motes	HP-9	Override Timer	Override Timer	Off/On
10-12-1-95.11.IN.4	Motes	HP-9	Fan Status	Fan Status	Off/On
10-12-1-95.11.OUT.1	Motes	HP-9	Fan S/S	Fan S/S	Off/On
10-12-1-95.11.OUT.2	Motes	HP-9	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.11.OUT.3	Motes	HP-9	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.11.OUT.4	Motes	HP-9	Reversing Valve	Reversing Valve	On=Heat
10-12-1-95.11.VAR.1	Motes	HP-9	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.11.VAR.10	Motes	HP-9	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.11.VAR.11	Motes	HP-9	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.11.VAR.12	Motes	HP-9	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.11.VAR.13	Motes	HP-9	Call For Cool 1	Call For Cool.1	On=Cool
10-12-1-95.11.VAR.14	Motes	HP-9	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.11.VAR.15	Motes	HP-9	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.11.VAR.16	Motes	HP-9	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.11.VAR.17	Motes	HP-9	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.11.VAR.18	Motes	HP-9	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.11.VAR.19	Motes	HP-9	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.11.VAR.2	Motes	HP-9	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.11.VAR.20	Motes	HP-9	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.11.VAR.21	Motes	HP-9	SP Deadband	SP Deadband	Deg.F
10-12-1-95.11.VAR.22	Motes	HP-9	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.11.VAR.23	Motes	HP-9	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.11.VAR.24	Motes	HP-9	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.11.VAR.25	Motes	HP-9	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.11.VAR.26	Motes	HP-9	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.11.VAR.27	Motes	HP-9	Variable_27	Variable_27	NA
10-12-1-95.11.VAR.28	Motes	HP-9	Variable_28	Variable_28	NA

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.11.VAR.29	Motes	HP-9	Cooling MBH	Cooling MBH	MBH
10-12-1-95.11.VAR.3	Motes	HP-9	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.11.VAR.30	Motes	HP-9	Heating MBH	Heating MBH	MBH
10-12-1-95.11.VAR.31	Motes	HP-9	Variable 27	Variable 27	NA
10-12-1-95.11.VAR.32	Motes	HP-9	Iso Valve Override	Iso Valve Override	From_iplog
10-12-1-95.11.VAR.4	Motes	HP-9	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.11.VAR.5	Motes	HP-9	HP Enable	HP Enable	On=Ena
10-12-1-95.11.VAR.6	Motes	HP-9	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.11.VAR.7	Motes	HP-9	Occupied	Occupied	On=Occ
10-12-1-95.11.VAR.8	Motes	HP-9	Fan Status	Fan Status	On/Off
10-12-1-95.11.VAR.9	Motes	HP-9	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.12.IN.1	Motes	HP-10	Room Temperature	Room Temperature	Deg. F
10-12-1-95.12.IN.2	Motes	HP-10	SP Adj	SP Adj	NA
10-12-1-95.12.IN.3	Motes	HP-10	Override Timer	Override Timer	Off/On
10-12-1-95.12.IN.4	Motes	HP-10	Fan Status	Fan Status	Off/On
10-12-1-95.12.OUT.1	Motes	HP-10	Fan S/S	Fan S/S	Off/On
10-12-1-95.12.OUT.2	Motes	HP-10	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.12.OUT.3	Motes	HP-10	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.12.OUT.4	Motes	HP-10	Reversing Valve	Reversing Valve	On=Heat
10-12-1-95.12.VAR.1	Motes	HP-10	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.12.VAR.10	Motes	HP-10	Lo Temp Alarm	Lo Temp Alarm	NA
10-12-1-95.12.VAR.11	Motes	HP-10	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.12.VAR.12	Motes	HP-10	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.12.VAR.13	Motes	HP-10	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.12.VAR.14	Motes	HP-10	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.12.VAR.15	Motes	HP-10	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.12.VAR.16	Motes	HP-10	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.12.VAR.17	Motes	HP-10	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.12.VAR.18	Motes	HP-10	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.12.VAR.19	Motes	HP-10	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.12.VAR.2	Motes	HP-10	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.12.VAR.20	Motes	HP-10	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.12.VAR.21	Motes	HP-10	SP Deadband	SP Deadband	Deg.F
10-12-1-95.12.VAR.22	Motes	HP-10	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.12.VAR.23	Motes	HP-10	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.12.VAR.24	Motes	HP-10	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.12.VAR.25	Motes	HP-10	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.12.VAR.26	Motes	HP-10	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.12.VAR.27	Motes	HP-10	Variable 27	Variable 27	NA
10-12-1-95.12.VAR.28	Motes	HP-10	Variable 28	Variable 28	NA
10-12-1-95.12.VAR.29	Motes	HP-10	Cooling MBH	Cooling MBH	NA
10-12-1-95.12.VAR.3	Motes	HP-10	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.12.VAR.30	Motes	HP-10	Heating MBH	Heating MBH	MBH
10-12-1-95.12.VAR.31	Motes	HP-10	Variable 27	Variable 27	NA
10-12-1-95.12.VAR.32	Motes	HP-10	Iso Valve Override	Iso Valve Override	NA
10-12-1-95.12.VAR.4	Motes	HP-10	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.12.VAR.5	Motes	HP-10	HP Enable	HP Enable	On=Ena
10-12-1-95.12.VAR.6	Motes	HP-10	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.12.VAR.7	Motes	HP-10	Occupied	Occupied	On=Occ
10-12-1-95.12.VAR.8	Motes	HP-10	Fan Status	Fan Status	On/Off
10-12-1-95.12.VAR.9	Motes	HP-10	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.13.IN.1	Motes	HP-11	Room Temperature	Room Temperature	Deg. F
10-12-1-95.13.IN.2	Motes	HP-11	Input 2	Input 2	NA
10-12-1-95.13.IN.3	Motes	HP-11	DAT	Discharge Air, Temp	Deg F
10-12-1-95.13.IN.4	Motes	HP-11	Fan Status	Fan Status	Off/On

EXHIBIT B-1 continued
POINTS LIST OF EXISITING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.13.OUT.1	Motes	HP-11	Fan S/S	Fan S/S	Off/On
10-12-1-95.13.OUT.2	Motes	HP-11	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.13.OUT.3	Motes	HP-11	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.13.OUT.4	Motes	HP-11	Reversing Valve	Reversing Valve	On=Heat
10-12-1-95.13.VAR.1	Motes	HP-11	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.13.VAR.10	Motes	HP-11	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.13.VAR.11	Motes	HP-11	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.13.VAR.12	Motes	HP-11	Call For Heat 2	Call For Heat.2	On=Heat
10-12-1-95.13.VAR.13	Motes	HP-11	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.13.VAR.14	Motes	HP-11	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.13.VAR.15	Motes	HP-11	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.13.VAR.16	Motes	HP-11	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.13.VAR.17	Motes	HP-11	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.13.VAR.18	Motes	HP-11	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.13.VAR.19	Motes	HP-11	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.13.VAR.2	Motes	HP-11	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.13.VAR.20	Motes	HP-11	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.13.VAR.21	Motes	HP-11	SP Deadband	SP Deadband	Deg.F
10-12-1-95.13.VAR.22	Motes	HP-11	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.13.VAR.23	Motes	HP-11	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.13.VAR.24	Motes	HP-11	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.13.VAR.25	Motes	HP-11	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.13.VAR.26	Motes	HP-11	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.13.VAR.27	Motes	HP-11	Variable 27	Variable 27	NA
10-12-1-95.13.VAR.28	Motes	HP-11	Variable 28	Variable 28	NA
10-12-1-95.13.VAR.29	Motes	HP-11	Cooling MBH	Cooling MBH	MBH
10-12-1-95.13.VAR.3	Motes	HP-11	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.13.VAR.30	Motes	HP-11	Heating MBH	Heating MBH	MBH
10-12-1-95.13.VAR.31	Motes	HP-11	Variable 27	Variable 27	NA
10-12-1-95.13.VAR.32	Motes	HP-11	Iso Valve Override	Iso Valve Override	From_iplog
10-12-1-95.13.VAR.4	Motes	HP-11	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.13.VAR.5	Motes	HP-11	HP Enable	HP Enable	On=Ena
10-12-1-95.13.VAR.6	Motes	HP-11	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.13.VAR.7	Motes	HP-11	Occupied	Occupied	On=Occ
10-12-1-95.13.VAR.8	Motes	HP-11	Fan Status	Fan Status	On/Off
10-12-1-95.13.VAR.9	Motes	HP-11	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.14.IN.1	Motes	HP-12	Room Temperature	Room Temperature	Deg. F
10-12-1-95.14.IN.2	Motes	HP-12	Input 2	Input 2	NA
10-12-1-95.14.IN.3	Motes	HP-12	DAT	Discharge Air Temp	Deg F
10-12-1-95.14.IN.4	Motes	HP-12	Fan Status	Fan Status	Off/On
10-12-1-95.14.OUT.1	Motes	HP-12	Fan S/S	Fan S/S	Off/On
10-12-1-95.14.OUT.2	Motes	HP-12	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.14.OUT.3	Motes	HP-12	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.14.OUT.4	Motes	HP-12	Reversing Valve	Reversing Valve	On=Heat
10-12-1-95.14.VAR.1	Motes	HP-12	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.14.VAR.10	Motes	HP-12	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.14.VAR.11	Motes	HP-12	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.14.VAR.12	Motes	HP-12	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.14.VAR.13	Motes	HP-12	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.14.VAR.14	Motes	HP-12	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.14.VAR.15	Motes	HP-12	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.14.VAR.16	Motes	HP-12	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.14.VAR.17	Motes	HP-12	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.14.VAR.18	Motes	HP-12	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.14.VAR.19	Motes	HP-12	Current Htg SP	Current Htg SP	Deg. F

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.14.VAR.2	Motes	HP-12	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.14.VAR.20	Motes	HP-12	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.14.VAR.21	Motes	HP-12	SP Deadband	SP Deadband	Deg.F
10-12-1-95.14.VAR.22	Motes	HP-12	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.14.VAR.23	Motes	HP-12	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.14.VAR.24	Motes	HP-12	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.14.VAR.25	Motes	HP-12	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.14.VAR.26	Motes	HP-12	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.14.VAR.27	Motes	HP-12	Variable 27	Variable 27	NA
10-12-1-95.14.VAR.28	Motes	HP-12	Variable 28	Variable 28	NA
10-12-1-95.14.VAR.29	Motes	HP-12	Cooling MBH	Cooling MBH	MBH
10-12-1-95.14.VAR.3	Motes	HP-12	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.14.VAR.30	Motes	HP-12	Heating MBH	Heating MBH	NA
10-12-1-95.14.VAR.31	Motes	HP-12	Variable 27	Variable 27	NA
10-12-1-95.14.VAR.32	Motes	HP-12	Iso Valve Override	Iso Valve Override	From_iplog
10-12-1-95.14.VAR.4	Motes	HP-12	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.14.VAR.5	Motes	HP-12	HP Enable	HP Enable	On=Ena
10-12-1-95.14.VAR.6	Motes	HP-12	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.14.VAR.7	Motes	HP-12	Occupied	Occupied	On=Occ
10-12-1-95.14.VAR.8	Motes	HP-12	Fan Status	Fan Status	On/Off
10-12-1-95.14.VAR.9	Motes	HP-12	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.15.IN.1	Motes	HP-13	Room Temperature	Room Temperature	Deg. F
10-12-1-95.15.IN.2	Motes	HP-13	SP Adj	SP Adj	Deg
10-12-1-95.15.IN.3	Motes	HP-13	Override Timer	Override Timer	Off/On
10-12-1-95.15.IN.4	Motes	HP-13	Fan Status	Fan Status	Off/On
10-12-1-95.15.OUT.1	Motes	HP-13	Fan S/S	Fan S/S	Off/On
10-12-1-95.15.OUT.2	Motes	HP-13	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.15.OUT.3	Motes	HP-13	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.15.OUT.4	Motes	HP-13	Reversing Valve	Reversing Valve	On=Heat
10-12-1-95.15.VAR.1	Motes	HP-13	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.15.VAR.10	Motes	HP-13	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.15.VAR.11	Motes	HP-13	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.15.VAR.12	Motes	HP-13	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.15.VAR.13	Motes	HP-13	Call For Cool 1	Call For Cool 1	Off/On
10-12-1-95.15.VAR.14	Motes	HP-13	Call For Cool 2	Call For Cool 2	Off/On
10-12-1-95.15.VAR.15	Motes	HP-13	Occupied Htg SP	Occupied Htg SP	Deg
10-12-1-95.15.VAR.16	Motes	HP-13	Occupied Clg SP	Occupied Clg SP	Deg
10-12-1-95.15.VAR.17	Motes	HP-13	Unocc Htg SP	Unocc Htg SP	Deg
10-12-1-95.15.VAR.18	Motes	HP-13	Unocc Clg SP	Unocc Clg SP	Deg
10-12-1-95.15.VAR.19	Motes	HP-13	Current Htg SP	Current Htg SP	Deg
10-12-1-95.15.VAR.2	Motes	HP-13	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.15.VAR.20	Motes	HP-13	Current Clg SP	Current Clg SP	Deg
10-12-1-95.15.VAR.21	Motes	HP-13	SP Deadband	SP Deadband	Deg
10-12-1-95.15.VAR.22	Motes	HP-13	Comp 1 On Timer	Comp 1 On Timer	Secs
10-12-1-95.15.VAR.23	Motes	HP-13	Comp 1 Off Timer	Comp 1 Off Timer	Secs
10-12-1-95.15.VAR.24	Motes	HP-13	Iso Valve Timer	Iso Valve Timer	NA
10-12-1-95.15.VAR.25	Motes	HP-13	Comp 2 On Timer	Comp 2 On Timer	Secs
10-12-1-95.15.VAR.26	Motes	HP-13	Comp 2 Off Timer	Comp 2 Off Timer	Secs
10-12-1-95.15.VAR.27	Motes	HP-13	Variable 27	Variable 27	NA
10-12-1-95.15.VAR.28	Motes	HP-13	Variable 28	Variable 28	NA
10-12-1-95.15.VAR.29	Motes	HP-13	Cooling MBH	Cooling MBH	NA
10-12-1-95.15.VAR.3	Motes	HP-13	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.15.VAR.30	Motes	HP-13	Heating MBH	Heating MBH	NA
10-12-1-95.15.VAR.31	Motes	HP-13	Variable 27	Variable 27	NA

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.15.VAR.32	Motes	HP-13	Variable 32	Iso Valve Override	NA
10-12-1-95.15.VAR.4	Motes	HP-13	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.15.VAR.5	Motes	HP-13	HP Enable	HP Enable	On=Ena
10-12-1-95.15.VAR.6	Motes	HP-13	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.15.VAR.7	Motes	HP-13	Occupied	Occupied	On=Occ
10-12-1-95.15.VAR.8	Motes	HP-13	Fan Status	Fan Status	On/Off
10-12-1-95.15.VAR.9	Motes	HP-13	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.16.IN.1	Motes	HP-14	Room Temperature	Room Temperature	Deg. F
10-12-1-95.16.IN.2	Motes	HP-14	SP Adj	SP Adj	Deg
10-12-1-95.16.IN.3	Motes	HP-14	Override Timer	Override Timer	Off/On
10-12-1-95.16.IN.4	Motes	HP-14	Fan Status	Fan Status	Off/On
10-12-1-95.16.OUT.1	Motes	HP-14	Fan S/S	Fan S/S	Off/On
10-12-1-95.16.OUT.2	Motes	HP-14	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.16.OUT.3	Motes	HP-14	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.16.OUT.4	Motes	HP-14	Reversing Valve	Reversing Valve	On=Heat
10-12-1-95.16.VAR.1	Motes	HP-14	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.16.VAR.10	Motes	HP-14	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.16.VAR.11	Motes	HP-14	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.16.VAR.12	Motes	HP-14	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.16.VAR.13	Motes	HP-14	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.16.VAR.14	Motes	HP-14	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.16.VAR.15	Motes	HP-14	Occupied Htg SP	Occupied Htg-SP	Deg.F
10-12-1-95.16.VAR.16	Motes	HP-14	Occupied Clg SP	Occupied Clg SP	Deg
10-12-1-95.16.VAR.17	Motes	HP-14	Unocc Htg SP	Unocc Htg SP	Deg
10-12-1-95.16.VAR.18	Motes	HP-14	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.16.VAR.19	Motes	HP-14	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.16.VAR.2	Motes	HP-14	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.16.VAR.20	Motes	HP-14	Current Clg SP	Current Clg SP	Deg
10-12-1-95.16.VAR.21	Motes	HP-14	SP Deadband	SP Deadband	Deg
10-12-1-95.16.VAR.22	Motes	HP-14	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.16.VAR.23	Motes	HP-14	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.16.VAR.24	Motes	HP-14	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.16.VAR.25	Motes	HP-14	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.16.VAR.26	Motes	HP-14	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.16.VAR.27	Motes	HP-14	Variable 27	Variable 27	NA
10-12-1-95.16.VAR.28	Motes	HP-14	Variable 28	Variable 28	NA
10-12-1-95.16.VAR.29	Motes	HP-14	Cooling MBH	Cooling MBH	NA
10-12-1-95.16.VAR.3	Motes	HP-14	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.16.VAR.30	Motes	HP-14	Heating MBH	Heating MBH	MBH
10-12-1-95.16.VAR.31	Motes	HP-14	Variable 27	Variable 27	NA
10-12-1-95.16.VAR.32	Motes	HP-14	Iso Valve Override	Iso Valve Override	NA
10-12-1-95.16.VAR.4	Motes	HP-14	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.16.VAR.5	Motes	HP-14	HP Enable	HP Enable	On=Ena
10-12-1-95.16.VAR.6	Motes	HP-14	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.16.VAR.7	Motes	HP-14	Occupied	Occupied	On=Occ
10-12-1-95.16.VAR.8	Motes	HP-14	Fan Status	Fan Status	On/Off
10-12-1-95.16.VAR.9	Motes	HP-14	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.17.IN.1	Motes	HP-1,2,7,8	HP-1,2 Override	HP 1,2 12 Hour Timer	Off/On
10-12-1-95.17.IN.2	Motes	HP-1,2,7,8	HP-1,2 SP Adj	HP-1,2 Setpoint Adjust	Deg F
10-12-1-95.17.IN.3	Motes	HP-1,2,7,8	HP-7,8 Override	HP-7,8 12 Hour Timer	Off/On
10-12-1-95.17.IN.4	Motes	HP-1,2,7,8	HP-7,8 Setpoint Adjust	HP-7,8 Setpoint Adjust	Deg F
10-12-1-95.17.OUT.1	Motes	HP-1,2,7,8	17-Out-1	17-Out-1	
10-12-1-95.17.OUT.2	Motes	HP-1,2,7,8	17-Out-2	17-Out-2	
10-12-1-95.17.OUT.3	Motes	HP-1,2,7,8	17-Out-3	17-Out-3	
10-12-1-95.17.OUT.4	Motes	HP-1,2,7,8	17-Out-4	17-Out-4	
10-12-1-95.17.VAR.1	Motes	HP-1,2,7,8	17-Var-1	17-Var-1	

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.17.VAR.10	Motes	HP-1,2,7,8	17-Var-10	17-Var-10	
10-12-1-95.17.VAR.11	Motes	HP-1,2,7,8	17-Var-11	17-Var-11	
10-12-1-95.17.VAR.12	Motes	HP-1,2,7,8	17-Var-12	17-Var-12	
10-12-1-95.17.VAR.13	Motes	HP-1,2,7,8	17-Var-13	17-Var-13	
10-12-1-95.17.VAR.14	Motes	HP-1,2,7,8	17-Var-14	17-Var-14	
10-12-1-95.17.VAR.15	Motes	HP-1,2,7,8	17-Var-15	17-Var-15	
10-12-1-95.17.VAR.16	Motes	HP-1,2,7,8	17-Var-16	17-Var-16	
10-12-1-95.17.VAR.17	Motes	HP-1,2,7,8	17-Var-17	17-Var-17	
10-12-1-95.17.VAR.18	Motes	HP-1,2,7,8	17-Var-18	17-Var-18	
10-12-1-95.17.VAR.19	Motes	HP-1,2,7,8	17-Var-19	17-Var-19	
10-12-1-95.17.VAR.2	Motes	HP-1,2,7,8	17-Var-2	17-Var-2	
10-12-1-95.17.VAR.20	Motes	HP-1,2,7,8	17-Var-20	17-Var-20	
10-12-1-95.17.VAR.21	Motes	HP-1,2,7,8	17-Var-21	17-Var-21	
10-12-1-95.17.VAR.22	Motes	HP-1,2,7,8	17-Var-22	17-Var-22	
10-12-1-95.17.VAR.23	Motes	HP-1,2,7,8	17-Var-23	17-Var-23	
10-12-1-95.17.VAR.24	Motes	HP-1,2,7,8	17-Var-24	17-Var-24	
10-12-1-95.17.VAR.25	Motes	HP-1,2,7,8	17-Var-25	17-Var-25	NA
10-12-1-95.17.VAR.26	Motes	HP-1,2,7,8	17-Var-26	17-Var-26	
10-12-1-95.17.VAR.27	Motes	HP-1,2,7,8	17-Var-27	17-Var-27	
10-12-1-95.17.VAR.28	Motes	HP-1,2,7,8	17-Var-28	17-Var-28	
10-12-1-95.17.VAR.29	Motes	HP-1,2,7,8	17-Var-29	17-Var-29	NA
10-12-1-95.17.VAR.3	Motes	HP-1,2,7,8	17-Var-3	17-Var-3	
10-12-1-95.17.VAR.30	Motes	HP-1,2,7,8	17-Var-30	17-Var-30	
10-12-1-95.17.VAR.31	Motes	HP-1,2,7,8	17-Var-31	17-Var-31	
10-12-1-95.17.VAR.32	Motes	HP-1,2,7,8	17-Var-32	17-Var-32	NA
10-12-1-95.17.VAR.4	Motes	HP-1,2,7,8	17-Var-4	17-Var-4	
10-12-1-95.17.VAR.5	Motes	HP-1,2,7,8	17-Var-5	17-Var-5	
10-12-1-95.17.VAR.6	Motes	HP-1,2,7,8	17-Var-6	17-Var-6	
10-12-1-95.17.VAR.7	Motes	HP-1,2,7,8	17-Var-7	17-Var-7	
10-12-1-95.17.VAR.8	Motes	HP-1,2,7,8	17-Var-8	17-Var-8	
10-12-1-95.17.VAR.9	Motes	HP-1,2,7,8	17-Var-9	17-Var-9	
10-12-1-95.18.IN.1	Motes	CWP-1	CWP-1 Status	CWP-1 Status	Off/On
10-12-1-95.18.IN.2	Motes	CWP-1	DPT-1 East	DPT-1 East	PSI
10-12-1-95.18.IN.3	Motes	CWP-1	DPT-2 West	DPT-2 West	PSI
10-12-1-95.18.IN.4	Motes	CWP-1	Input 4	Input 4	Volts
10-12-1-95.18.OUT.1	Motes	CWP-1	CWP-1 S/S	CWP-1 Start/Stop	Off/On
10-12-1-95.18.OUT.2	Motes	CWP-1	CWP-1 VFD	CWP-1 VFD	%
10-12-1-95.18.OUT.3	Motes	CWP-1	Output 3	Output 3	Volts
10-12-1-95.18.OUT.4	Motes	CWP-1	Signal to Slave	Signal to Slave	Volts
10-12-1-95.18.VAR.1	Motes	CWP-1	DPT Setpoint	DPT Setpoint	PSI
10-12-1-95.18.VAR.10	Motes	CWP-1	Variable 10	Variable 10	NA
10-12-1-95.18.VAR.11	Motes	CWP-1	Variable 11	Variable 11	NA
10-12-1-95.18.VAR.12	Motes	CWP-1	Variable 12	Variable 12	NA
10-12-1-95.18.VAR.13	Motes	CWP-1	Variable 13	Variable 13	NA
10-12-1-95.18.VAR.14	Motes	CWP-1	Variable 14	Variable 14	NA
10-12-1-95.18.VAR.15	Motes	CWP-1	Variable 15	Variable 15	NA
10-12-1-95.18.VAR.16	Motes	CWP-1	Variable 16	Variable 16	NA
10-12-1-95.18.VAR.17	Motes	CWP-1	Variable 17	Variable 17	NA
10-12-1-95.18.VAR.18	Motes	CWP-1	Variable 18	Variable 18	NA
10-12-1-95.18.VAR.19	Motes	CWP-1	Variable 19	Variable 19	NA
10-12-1-95.18.VAR.2	Motes	CWP-1	Total HPs	Total HPs Running	Count
10-12-1-95.18.VAR.20	Motes	CWP-1	Variable 20	Variable 20	NA
10-12-1-95.18.VAR.21	Motes	CWP-1	Variable 21	Variable 21	NA
10-12-1-95.18.VAR.22	Motes	CWP-1	Variable 22	Variable 22	NA
10-12-1-95.18.VAR.23	Motes	CWP-1	Variable 23	Variable 23	NA
10-12-1-95.18.VAR.24	Motes	CWP-1	Variable 24	Variable 24	NA
10-12-1-95.18.VAR.25	Motes	CWP-1	Variable 25	Variable 25	NA

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.18.VAR.26	Motes	CWP-1	Variable 26	Variable 26	NA
10-12-1-95.18.VAR.27	Motes	CWP-1	Variable 27	Variable 27	NA
10-12-1-95.18.VAR.28	Motes	CWP-1	Variable 28	Variable 28	NA
10-12-1-95.18.VAR.29	Motes	CWP-1	Variable 29	Variable 29	NA
10-12-1-95.18.VAR.3	Motes	CWP-1	CWP-1 Lead	CWP-1 Lead	On=Lead
10-12-1-95.18.VAR.30	Motes	CWP-1	Variable 30	Variable 30	NA
10-12-1-95.18.VAR.31	Motes	CWP-1	Variable 31	Variable 31	NA
10-12-1-95.18.VAR.32	Motes	CWP-1	Variable 32	Variable 32	NA
10-12-1-95.18.VAR.4	Motes	CWP-1	CWP-2 Lead	CWP-2 Lead	On=Lead
10-12-1-95.18.VAR.5	Motes	CWP-1	Lead/Lag Switch	Lead/Lag Switch	On/Off
10-12-1-95.18.VAR.6	Motes	CWP-1	Variable 6	Variable 6	NA
10-12-1-95.18.VAR.7	Motes	CWP-1	Variable 7	Variable 7	NA
10-12-1-95.18.VAR.8	Motes	CWP-1	Variable 8	Variable 8	NA
10-12-1-95.18.VAR.9	Motes	CWP-1	Variable 9	Variable 9	NA
10-12-1-95.19.IN.1	Motes	CWP-2	CWP-2 Status	CWP-2 Status	Off/On
10-12-1-95.19.IN.2	Motes	CWP-2	Input 2	Input 2	Volts
10-12-1-95.19.IN.3	Motes	CWP-2	Input 3	Input 3	Volts
10-12-1-95.19.IN.4	Motes	CWP-2	Input 4	Input 4	Volts
10-12-1-95.19.OUT.1	Motes	CWP-2	CWP-2 S/S	CWP-2 Start/Stop	Off/On
10-12-1-95.19.OUT.2	Motes	CWP-2	CWP-2 VFD	CWP-2 VFD	Volts
10-12-1-95.19.OUT.3	Motes	CWP-2	Output 3	Output 3	Volts
10-12-1-95.19.OUT.4	Motes	CWP-2	Output 4	Output 4	Volts
10-12-1-95.19.VAR.1	Motes	CWP-2	Variable 1	Variable 1	NA
10-12-1-95.19.VAR.10	Motes	CWP-2	Variable 10	Variable 10	NA
10-12-1-95.19.VAR.11	Motes	CWP-2	Variable 11	Variable 11	NA
10-12-1-95.19.VAR.12	Motes	CWP-2	Variable 12	Variable 12	NA
10-12-1-95.19.VAR.13	Motes	CWP-2	Variable 13	Variable 13	NA
10-12-1-95.19.VAR.14	Motes	CWP-2	Variable 14	Variable 14	NA
10-12-1-95.19.VAR.15	Motes	CWP-2	Variable 15	Variable 15	NA
10-12-1-95.19.VAR.16	Motes	CWP-2	Variable 16	Variable 16	NA
10-12-1-95.19.VAR.17	Motes	CWP-2	Variable 17	Variable 17	NA
10-12-1-95.19.VAR.18	Motes	CWP-2	Variable 18	Variable 18	NA
10-12-1-95.19.VAR.19	Motes	CWP-2	Variable 19	Variable 19	NA
10-12-1-95.19.VAR.2	Motes	CWP-2	Variable 2	Variable 2	NA
10-12-1-95.19.VAR.20	Motes	CWP-2	Variable 20	Variable 20	NA
10-12-1-95.19.VAR.21	Motes	CWP-2	Variable 21	Variable 21	NA
10-12-1-95.19.VAR.22	Motes	CWP-2	Variable 22	Variable 22	NA
10-12-1-95.19.VAR.23	Motes	CWP-2	Variable 23	Variable 23	NA
10-12-1-95.19.VAR.24	Motes	CWP-2	Variable 24	Variable 24	NA
10-12-1-95.19.VAR.25	Motes	CWP-2	Variable 25	Variable 25	NA
10-12-1-95.19.VAR.26	Motes	CWP-2	Variable 26	Variable 26	NA
10-12-1-95.19.VAR.27	Motes	CWP-2	Variable 27	Variable 27	NA
10-12-1-95.19.VAR.28	Motes	CWP-2	Variable 28	Variable 28	NA
10-12-1-95.19.VAR.29	Motes	CWP-2	Variable 29	Variable 29	NA
10-12-1-95.19.VAR.3	Motes	CWP-2	Variable 3	Variable 3	NA
10-12-1-95.19.VAR.30	Motes	CWP-2	Variable 30	Variable 30	NA
10-12-1-95.19.VAR.31	Motes	CWP-2	Variable 31	Variable 31	NA
10-12-1-95.19.VAR.32	Motes	CWP-2	Variable 32	Variable 32	NA
10-12-1-95.19.VAR.4	Motes	CWP-2	Variable 4	Variable 4	NA
10-12-1-95.19.VAR.5	Motes	CWP-2	Variable 5	Variable 5	NA
10-12-1-95.19.VAR.6	Motes	CWP-2	Variable 6	Variable 6	NA
10-12-1-95.19.VAR.7	Motes	CWP-2	Variable 7	Variable 7	NA
10-12-1-95.19.VAR.8	Motes	CWP-2	Variable 8	Variable 8	NA
10-12-1-95.19.VAR.9	Motes	CWP-2	Variable 9	Variable 9	NA
10-12-1-95.2.IN.1	Motes	EF-1	MAT	Mixed Air Temp	Deg F
10-12-1-95.2.IN.2	Motes	EF-1	CO2	Space CO2	PPM
10-12-1-95.2.IN.3	Motes	EF-1	Space Press	Space Pressure	In WC

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.2.IN.4	Motes	EF-1	EF-1 STS	EF-1 Status	Off/On
10-12-1-95.2.OUT.1	Motes	EF-1	MA DMPR	Mixed Air Damper	%
10-12-1-95.2.OUT.2	Motes	EF-1	EX DMPR	Exhaust Damper	%
10-12-1-95.2.OUT.3	Motes	EF-1	EF VFD	Exhaust Fan VFD	%
10-12-1-95.2.OUT.4	Motes	EF-1	EF-1 Start/Stop	EF-1 Start/Stop	Off/On
10-12-1-95.2.VAR.1	Motes	EF-1	Static SP	Static SP	NA
10-12-1-95.2.VAR.10	Motes	EF-1	Variable 10	Variable 10	NA
10-12-1-95.2.VAR.11	Motes	EF-1	Variable 11	Variable 11	NA
10-12-1-95.2.VAR.12	Motes	EF-1	Variable 12	Variable 12	NA
10-12-1-95.2.VAR.13	Motes	EF-1	Variable 13	Variable 13	NA
10-12-1-95.2.VAR.14	Motes	EF-1	Variable 14	Variable 14	NA
10-12-1-95.2.VAR.15	Motes	EF-1	Variable 15	Variable 15	NA
10-12-1-95.2.VAR.16	Motes	EF-1	Variable 16	Variable 16	NA
10-12-1-95.2.VAR.17	Motes	EF-1	Variable 17	Variable 17	NA
10-12-1-95.2.VAR.18	Motes	EF-1	Variable 18	Variable 18	NA
10-12-1-95.2.VAR.19	Motes	EF-1	Variable 19	Variable 19	NA
10-12-1-95.2.VAR.2	Motes	EF-1	Static PID	Static PID	%
10-12-1-95.2.VAR.20	Motes	EF-1	Variable 20	Variable 20	NA
10-12-1-95.2.VAR.21	Motes	EF-1	Variable 21	Variable 21	NA
10-12-1-95.2.VAR.22	Motes	EF-1	Variable 22	Variable 22	NA
10-12-1-95.2.VAR.23	Motes	EF-1	Variable 23	Variable 23	NA
10-12-1-95.2.VAR.24	Motes	EF-1	Variable 24	Variable 24	NA
10-12-1-95.2.VAR.25	Motes	EF-1	Variable 25	Variable 25	NA
10-12-1-95.2.VAR.26	Motes	EF-1	Variable 26	Variable 26	NA
10-12-1-95.2.VAR.27	Motes	EF-1	Variable 27	Variable 27	NA
10-12-1-95.2.VAR.28	Motes	EF-1	Variable 28	Variable 28	NA
10-12-1-95.2.VAR.29	Motes	EF-1	Variable 29	Variable 29	NA
10-12-1-95.2.VAR.3	Motes	EF-1	Hi Static SP	Hi Static SP	In WC
10-12-1-95.2.VAR.30	Motes	EF-1	Variable 30	Variable 30	NA
10-12-1-95.2.VAR.31	Motes	EF-1	Variable 31	Variable 31	NA
10-12-1-95.2.VAR.32	Motes	EF-1	Variable 32	Variable 32	NA
10-12-1-95.2.VAR.4	Motes	EF-1	Min EF Speed	Min EF Speed	%
10-12-1-95.2.VAR.5	Motes	EF-1	CO2 SP	CO2 Setpoint	PPM
10-12-1-95.2.VAR.6	Motes	EF-1	CO2 PID	CO2 PID	%
10-12-1-95.2.VAR.7	Motes	EF-1	Variable 7	Variable 7	NA
10-12-1-95.2.VAR.8	Motes	EF-1	Variable 8	Variable 8	NA
10-12-1-95.2.VAR.9	Motes	EF-1	Variable 9	Variable 9	NA
10-12-1-95.20.IN.1	Motes	CT-1	CT-1 STS	CT-1 Status	Off/On
10-12-1-95.20.IN.2	Motes	CT-1	CTR Temp	Tower Return Temp	Deg F
10-12-1-95.20.IN.3	Motes	CT-1	CS Temp	Condenser Supply Temp	Deg F
10-12-1-95.20.IN.4	Motes	CT-1	CR Temp	Condenser Return Temp	Deg F
10-12-1-95.20.OUT.1	Motes	CT-1	CT-1 S/S	CT-1 Start/Stop	Off/On
10-12-1-95.20.OUT.2	Motes	CT-1	CT-1 VFD	CT-1 VFD	%
10-12-1-95.20.OUT.3	Motes	CT-1	CS Temp Signal Out	CS Temp Signal Out	Deg F
10-12-1-95.20.OUT.4	Motes	CT-1	Output 4	Output 4	Volts
10-12-1-95.20.VAR.1	Motes	CT-1	Spray S/S	Spray Pump S/S	Off/On
10-12-1-95.20.VAR.10	Motes	CT-1	Variable 10	Variable 10	NA
10-12-1-95.20.VAR.11	Motes	CT-1	Variable 11	Variable 11	NA
10-12-1-95.20.VAR.12	Motes	CT-1	Variable 12	Variable 12	NA
10-12-1-95.20.VAR.13	Motes	CT-1	Variable 13	Variable 13	NA
10-12-1-95.20.VAR.14	Motes	CT-1	Variable 14	Variable 14	NA
10-12-1-95.20.VAR.15	Motes	CT-1	Variable 15	Variable 15	NA
10-12-1-95.20.VAR.16	Motes	CT-1	Variable 16	Variable 16	NA
10-12-1-95.20.VAR.17	Motes	CT-1	Variable 17	Variable 17	NA
10-12-1-95.20.VAR.18	Motes	CT-1	Variable 18	Variable 18	NA

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.20.VAR.19	Motes	CT-1	Variable 19	Variable 19	NA
10-12-1-95.20.VAR.2	Motes	CT-1	CW PID	Cond water PID	%
10-12-1-95.20.VAR.20	Motes	CT-1	Variable 20	Variable 20	NA
10-12-1-95.20.VAR.21	Motes	CT-1	Variable 21	Variable 21	NA
10-12-1-95.20.VAR.22	Motes	CT-1	Variable 22	Variable 22	NA
10-12-1-95.20.VAR.23	Motes	CT-1	Variable 23	Variable 23	NA
10-12-1-95.20.VAR.24	Motes	CT-1	Variable 24	Variable 24	NA
10-12-1-95.20.VAR.25	Motes	CT-1	Variable 25	Variable 25	NA
10-12-1-95.20.VAR.26	Motes	CT-1	Variable 26	Variable 26	NA
10-12-1-95.20.VAR.27	Motes	CT-1	Variable 27	Variable 27	NA
10-12-1-95.20.VAR.28	Motes	CT-1	Variable 28	Variable 28	NA
10-12-1-95.20.VAR.29	Motes	CT-1	Variable 29	Variable 29	NA
10-12-1-95.20.VAR.3	Motes	CT-1	CW SP	Cond Water Setpoint	Deg
10-12-1-95.20.VAR.30	Motes	CT-1	Variable 30	Variable 30	NA
10-12-1-95.20.VAR.31	Motes	CT-1	Variable 31	Variable 31	NA
10-12-1-95.20.VAR.32	Motes	CT-1	Variable 32	Variable 32	NA
10-12-1-95.20.VAR.4	Motes	CT-1	CT Enable	CT Enable	Off/On
10-12-1-95.20.VAR.5	Motes	CT-1	Variable 5	Variable 5	NA
10-12-1-95.20.VAR.6	Motes	CT-1	Variable 6	Variable 6	NA
10-12-1-95.20.VAR.7	Motes	CT-1	Variable 7	Variable 7	NA
10-12-1-95.20.VAR.8	Motes	CT-1	Variable 8	Variable 8	NA
10-12-1-95.20.VAR.9	Motes	CT-1	Variable 9	Variable 9	NA
10-12-1-95.21.IN.1	Motes	B-1	Loop Temp	Loop Temp	Deg F
10-12-1-95.21.IN.2	Motes	B-1	CS Temp Signal	CS Temp Signal	Deg F
10-12-1-95.21.IN.3	Motes	B-1	Input 3	Input 3	Volts
10-12-1-95.21.IN.4	Motes	B-1	Input 4	Input 4	Volts
10-12-1-95.21.OUT.1	Motes	B-1	B-1 S/S	B-1 Start/Stop	Off/On
10-12-1-95.21.OUT.2	Motes	B-1	CT-1 Valve 1	CT-1 Valve 1	On=Open
10-12-1-95.21.OUT.3	Motes	B-1	CT-1 Bypass Valve	CT-1 Bypass Valve	On=Open
10-12-1-95.21.OUT.4	Motes	B-1	Output 4	Output 4	Volts
10-12-1-95.21.VAR.1	Motes	B-1	Loop SP	Loop Set Point	Deg F
10-12-1-95.21.VAR.10	Motes	B-1	Variable 10	Variable 10	NA
10-12-1-95.21.VAR.11	Motes	B-1	Variable 11	Variable 11	NA
10-12-1-95.21.VAR.12	Motes	B-1	Variable 12	Variable 12	NA
10-12-1-95.21.VAR.13	Motes	B-1	Variable 13	Variable 13	NA
10-12-1-95.21.VAR.14	Motes	B-1	Variable 14	Variable 14	NA
10-12-1-95.21.VAR.15	Motes	B-1	Variable 15	Variable 15	NA
10-12-1-95.21.VAR.16	Motes	B-1	Variable 16	Variable 16	NA
10-12-1-95.21.VAR.17	Motes	B-1	Variable 17	Variable 17	NA
10-12-1-95.21.VAR.18	Motes	B-1	Variable 18	Variable 18	NA
10-12-1-95.21.VAR.19	Motes	B-1	Variable 19	Variable 19	NA
10-12-1-95.21.VAR.2	Motes	B-1	Variable 2	Variable 2	NA
10-12-1-95.21.VAR.20	Motes	B-1	Variable 20	Variable 20	NA
10-12-1-95.21.VAR.21	Motes	B-1	Variable 21	Variable 21	NA
10-12-1-95.21.VAR.22	Motes	B-1	Variable 22	Variable 22	NA
10-12-1-95.21.VAR.23	Motes	B-1	Variable 23	Variable 23	NA
10-12-1-95.21.VAR.24	Motes	B-1	Variable 24	Variable 24	NA
10-12-1-95.21.VAR.25	Motes	B-1	Variable 25	Variable 25	NA
10-12-1-95.21.VAR.26	Motes	B-1	Variable 26	Variable 26	NA
10-12-1-95.21.VAR.27	Motes	B-1	Variable 27	Variable 27	NA
10-12-1-95.21.VAR.28	Motes	B-1	Variable 28	Variable 28	NA
10-12-1-95.21.VAR.29	Motes	B-1	Variable 29	Variable 29	NA
10-12-1-95.21.VAR.3	Motes	B-1	Variable 3	Variable 3	NA
10-12-1-95.21.VAR.30	Motes	B-1	Variable 30	Variable 30	NA
10-12-1-95.21.VAR.31	Motes	B-1	Variable 31	Variable 31	NA
10-12-1-95.21.VAR.32	Motes	B-1	Variable 32	Variable 32	NA
10-12-1-95.21.VAR.4	Motes	B-1	Variable 4	Variable 4	NA

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.21.VAR.5	Motes	B-1	Variable 5	Variable 5	NA
10-12-1-95.21.VAR.6	Motes	B-1	Variable 6	Variable 6	NA
10-12-1-95.21.VAR.7	Motes	B-1	Variable 7	Variable 7	NA
10-12-1-95.21.VAR.8	Motes	B-1	Variable 8	Variable 8	NA
10-12-1-95.21.VAR.9	Motes	B-1	Variable 9	Variable 9	NA
10-12-1-95.22.IN.1	Motes	HP-2 EDH	Input 1	Input 1	Volts
10-12-1-95.22.IN.2	Motes	HP-2 EDH	Heater Temp	Heater Temp	Deg F
10-12-1-95.22.IN.3	Motes	HP-2 EDH	Input 3	Input 3	Volts
10-12-1-95.22.IN.4	Motes	HP-2 EDH	Input 4	Input 4	Volts
10-12-1-95.22.OUT.1	Motes	HP-2 EDH	Output 1	Output 1	Volts
10-12-1-95.22.OUT.2	Motes	HP-2 EDH	EDH S/S	Electric Duct Heater S/S	Off/On
10-12-1-95.22.OUT.3	Motes	HP-2 EDH	EDH Signal	Electric Duct Heater Signal	%
10-12-1-95.22.OUT.4	Motes	HP-2 EDH	Output 4	Output 4	Volts
10-12-1-95.22.VAR.1	Motes	HP-2 EDH	Heat PID	Heat PID	%
10-12-1-95.22.VAR.10	Motes	HP-2 EDH	Variable 10	Variable 10	NA
10-12-1-95.22.VAR.11	Motes	HP-2 EDH	Variable 11	Variable 11	NA
10-12-1-95.22.VAR.12	Motes	HP-2 EDH	Variable 12	Variable 12	NA
10-12-1-95.22.VAR.13	Motes	HP-2 EDH	Variable 13	Variable 13	NA
10-12-1-95.22.VAR.14	Motes	HP-2 EDH	Variable 14	Variable 14	NA
10-12-1-95.22.VAR.15	Motes	HP-2 EDH	Variable 15	Variable 15	NA
10-12-1-95.22.VAR.16	Motes	HP-2 EDH	Variable 16	Variable 16	NA
10-12-1-95.22.VAR.17	Motes	HP-2 EDH	Variable 17	Variable 17	NA
10-12-1-95.22.VAR.18	Motes	HP-2 EDH	Variable 18	Variable 18	NA
10-12-1-95.22.VAR.19	Motes	HP-2 EDH	Variable 19	Variable 19	NA
10-12-1-95.22.VAR.2	Motes	HP-2 EDH	Heat SP	Heat SP	Deg F
10-12-1-95.22.VAR.20	Motes	HP-2 EDH	Variable 20	Variable 20	NA
10-12-1-95.22.VAR.21	Motes	HP-2 EDH	Variable 21	Variable 21	NA
10-12-1-95.22.VAR.22	Motes	HP-2 EDH	Variable 22	Variable 22	NA
10-12-1-95.22.VAR.23	Motes	HP-2 EDH	Variable 23	Variable 23	NA
10-12-1-95.22.VAR.24	Motes	HP-2 EDH	Variable 24	Variable 24	NA
10-12-1-95.22.VAR.25	Motes	HP-2 EDH	Variable 25	Variable 25	NA
10-12-1-95.22.VAR.26	Motes	HP-2 EDH	Variable 26	Variable 26	NA
10-12-1-95.22.VAR.27	Motes	HP-2 EDH	Variable 27	Variable 27	NA
10-12-1-95.22.VAR.28	Motes	HP-2 EDH	Variable 28	Variable 28	NA
10-12-1-95.22.VAR.29	Motes	HP-2 EDH	Variable 29	Variable 29	NA
10-12-1-95.22.VAR.3	Motes	HP-2 EDH	Fan Status	Fan Status	off/On
10-12-1-95.22.VAR.30	Motes	HP-2 EDH	Variable 30	Variable 30	NA
10-12-1-95.22.VAR.31	Motes	HP-2 EDH	Variable 31	Variable 31	NA
10-12-1-95.22.VAR.32	Motes	HP-2 EDH	Variable 32	Variable 32	NA
10-12-1-95.22.VAR.4	Motes	HP-2 EDH	Variable 4	Variable 4	NA
10-12-1-95.22.VAR.5	Motes	HP-2 EDH	Variable 5	Variable 5	NA
10-12-1-95.22.VAR.6	Motes	HP-2 EDH	Variable 6	Variable 6	NA
10-12-1-95.22.VAR.7	Motes	HP-2 EDH	Variable 7	Variable 7	NA
10-12-1-95.22.VAR.8	Motes	HP-2 EDH	Variable 8	Variable 8	NA
10-12-1-95.22.VAR.9	Motes	HP-2 EDH	Variable 9	Variable 9	NA
10-12-1-95.23.IN.1	Motes	HP-1 EDH	Input 1	Input 1	Volts
10-12-1-95.23.IN.2	Motes	HP-1 EDH	Heater Temp	Heater Temp	Deg F
10-12-1-95.23.IN.3	Motes	HP-1 EDH	Input 3	Input 3	Volts
10-12-1-95.23.IN.4	Motes	HP-1 EDH	Input 4	Input 4	Volts
10-12-1-95.23.OUT.1	Motes	HP-1 EDH	Output 1	Output 1	Volts
10-12-1-95.23.OUT.2	Motes	HP-1 EDH	EDH S/S	Electric Duct Heater S/S	Off/On
10-12-1-95.23.OUT.3	Motes	HP-1 EDH	EDH Signal	Electric Duct Heater Signal	%
10-12-1-95.23.OUT.4	Motes	HP-1 EDH	Output 4	Output 4	Volts
10-12-1-95.23.VAR.1	Motes	HP-1 EDH	Heat PID	Heat PID	%
10-12-1-95.23.VAR.10	Motes	HP-1 EDH	Variable 10	Variable 10	NA

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.23.VAR.11	Motes	HP-1 EDH	Variable 11	Variable 11	NA
10-12-1-95.23.VAR.12	Motes	HP-1 EDH	Variable 12	Variable 12	NA
10-12-1-95.23.VAR.13	Motes	HP-1 EDH	Variable 13	Variable 13	NA
10-12-1-95.23.VAR.14	Motes	HP-1 EDH	Variable 14	Variable 14	NA
10-12-1-95.23.VAR.15	Motes	HP-1 EDH	Variable 15	Variable 15	NA
10-12-1-95.23.VAR.16	Motes	HP-1 EDH	Variable 16	Variable 16	NA
10-12-1-95.23.VAR.17	Motes	HP-1 EDH	Variable 17	Variable 17	NA
10-12-1-95.23.VAR.18	Motes	HP-1 EDH	Variable 18	Variable 18	NA
10-12-1-95.23.VAR.19	Motes	HP-1 EDH	Variable 19	Variable 19	NA
10-12-1-95.23.VAR.2	Motes	HP-1 EDH	Heat SP	Heat SP	Deg F
10-12-1-95.23.VAR.20	Motes	HP-1 EDH	Variable 20	Variable 20	NA
10-12-1-95.23.VAR.21	Motes	HP-1 EDH	Variable 21	Variable 21	NA
10-12-1-95.23.VAR.22	Motes	HP-1 EDH	Variable 22	Variable 22	NA
10-12-1-95.23.VAR.23	Motes	HP-1 EDH	Variable 23	Variable 23	NA
10-12-1-95.23.VAR.24	Motes	HP-1 EDH	Variable 24	Variable 24	NA
10-12-1-95.23.VAR.25	Motes	HP-1 EDH	Variable 25	Variable 25	NA
10-12-1-95.23.VAR.26	Motes	HP-1 EDH	Variable 26	Variable 26	NA
10-12-1-95.23.VAR.27	Motes	HP-1 EDH	Variable 27	Variable 27	NA
10-12-1-95.23.VAR.28	Motes	HP-1 EDH	Variable 28	Variable 28	NA
10-12-1-95.23.VAR.29	Motes	HP-1 EDH	Variable 29	Variable 29	NA
10-12-1-95.23.VAR.3	Motes	HP-1 EDH	Fan Status	Fan Status	Off/On
10-12-1-95.23.VAR.30	Motes	HP-1 EDH	Variable 30	Variable 30	NA
10-12-1-95.23.VAR.31	Motes	HP-1 EDH	Variable 31	Variable 31	NA
10-12-1-95.23.VAR.32	Motes	HP-1 EDH	Variable 32	Variable 32	NA
10-12-1-95.23.VAR.4	Motes	HP-1 EDH	Variable 4	Variable 4	NA
10-12-1-95.23.VAR.5	Motes	HP-1 EDH	Variable 5	Variable 5	NA
10-12-1-95.23.VAR.6	Motes	HP-1 EDH	Variable 6	Variable 6	NA
10-12-1-95.23.VAR.7	Motes	HP-1 EDH	Variable 7	Variable 7	NA
10-12-1-95.23.VAR.8	Motes	HP-1 EDH	Variable 8	Variable 8	NA
10-12-1-95.23.VAR.9	Motes	HP-1 EDH	Variable 9	Variable 9	NA
10-12-1-95.24.IN.1	Motes	Ceiling Fan	Input 1	Input 1	Volts
10-12-1-95.24.IN.2	Motes	Ceiling Fan	Input 2	Input 2	Volts
10-12-1-95.24.IN.3	Motes	Ceiling Fan	Input 3	Input 3	Volts
10-12-1-95.24.IN.4	Motes	Ceiling Fan	Input 4	Input 4	Volts
10-12-1-95.24.OUT.1	Motes	Ceiling Fan	Fan S/S	Fan Start/Stop	Volts
10-12-1-95.24.OUT.2	Motes	Ceiling Fan	Fan VFD	Fan VFD	%
10-12-1-95.24.OUT.3	Motes	Ceiling Fan	Output 3	Output 3	Volts
10-12-1-95.24.OUT.4	Motes	Ceiling Fan	Output 4	Output 4	Volts
10-12-1-95.24.VAR.1	Motes	Ceiling Fan	Variable 1	Variable 1	NA
10-12-1-95.24.VAR.10	Motes	Ceiling Fan	Variable 10	Variable 10	NA
10-12-1-95.24.VAR.11	Motes	Ceiling Fan	Variable 11	Variable 11	NA
10-12-1-95.24.VAR.12	Motes	Ceiling Fan	Variable 12	Variable 12	NA
10-12-1-95.24.VAR.13	Motes	Ceiling Fan	Variable 13	Variable 13	NA
10-12-1-95.24.VAR.14	Motes	Ceiling Fan	Variable 14	Variable 14	NA
10-12-1-95.24.VAR.15	Motes	Ceiling Fan	Variable 15	Variable 15	NA
10-12-1-95.24.VAR.16	Motes	Ceiling Fan	Variable 16	Variable 16	NA
10-12-1-95.24.VAR.17	Motes	Ceiling Fan	Variable 17	Variable 17	NA
10-12-1-95.24.VAR.18	Motes	Ceiling Fan	Variable 18	Variable 18	NA
10-12-1-95.24.VAR.19	Motes	Ceiling Fan	Variable 19	Variable 19	NA
10-12-1-95.24.VAR.2	Motes	Ceiling Fan	Variable 2	Variable 2	NA
10-12-1-95.24.VAR.20	Motes	Ceiling Fan	Variable 20	Variable 20	NA
10-12-1-95.24.VAR.21	Motes	Ceiling Fan	Variable 21	Variable 21	NA
10-12-1-95.24.VAR.22	Motes	Ceiling Fan	Variable 22	Variable 22	NA
10-12-1-95.24.VAR.23	Motes	Ceiling Fan	Variable 23	Variable 23	NA
10-12-1-95.24.VAR.24	Motes	Ceiling Fan	Variable 24	Variable 24	NA
10-12-1-95.24.VAR.25	Motes	Ceiling Fan	Variable 25	Variable 25	NA
10-12-1-95.24.VAR.26	Motes	Ceiling Fan	Variable 26	Variable 26	NA

**EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS**

TagName	Server	Panel	Label	Description	Units
10-12-1-95.24.VAR.27	Motes	Ceiling Fan	Variable 27	Variable 27	NA
10-12-1-95.24.VAR.28	Motes	Ceiling Fan	Variable 28	Variable 28	NA
10-12-1-95.24.VAR.29	Motes	Ceiling Fan	Variable 29	Variable 29	NA
10-12-1-95.24.VAR.3	Motes	Ceiling Fan	Variable 3	Variable 3	NA
10-12-1-95.24.VAR.30	Motes	Ceiling Fan	Variable 30	Variable 30	NA
10-12-1-95.24.VAR.31	Motes	Ceiling Fan	Variable 31	Variable 31	NA
10-12-1-95.24.VAR.32	Motes	Ceiling Fan	Variable 32	Variable 32	NA
10-12-1-95.24.VAR.4	Motes	Ceiling Fan	Variable 4	Variable 4	NA
10-12-1-95.24.VAR.5	Motes	Ceiling Fan	Variable 5	Variable 5	NA
10-12-1-95.24.VAR.6	Motes	Ceiling Fan	Variable 6	Variable 6	NA
10-12-1-95.24.VAR.7	Motes	Ceiling Fan	Variable 7	Variable 7	NA
10-12-1-95.24.VAR.8	Motes	Ceiling Fan	Variable 8	Variable 8	NA
10-12-1-95.24.VAR.9	Motes	Ceiling Fan	Variable 9	Variable 9	NA
10-12-1-95.25.IN.1	Motes	CT-1 PUMP	Spray Pump Status	Spray Pump Status	Off/On
10-12-1-95.25.IN.2	Motes	CT-1 PUMP	Input 2	Input 2	Volts
10-12-1-95.25.IN.3	Motes	CT-1 PUMP	Input 3	Input 3	Volts
10-12-1-95.25.IN.4	Motes	CT-1 PUMP	Input 4	Input 4	Volts
10-12-1-95.25.OUT.1	Motes	CT-1 PUMP	Spray Pump S/S	Spray Pump S/S	Off/On
10-12-1-95.25.OUT.2	Motes	CT-1 PUMP	Output 2	Output 2	Volts
10-12-1-95.25.OUT.3	Motes	CT-1 PUMP	Output 3	Output 3	Volts
10-12-1-95.25.OUT.4	Motes	CT-1 PUMP	Output 4	Output 4	Volts
10-12-1-95.25.VAR.1	Motes	CT-1 PUMP	Variable 1	Variable 1	NA
10-12-1-95.25.VAR.10	Motes	CT-1 PUMP	Variable 10	Variable 10	NA
10-12-1-95.25.VAR.11	Motes	CT-1 PUMP	Variable 11	Variable 11	NA
10-12-1-95.25.VAR.12	Motes	CT-1 PUMP	Variable 12	Variable 12	NA
10-12-1-95.25.VAR.13	Motes	CT-1 PUMP	Variable 13	Variable 13	NA
10-12-1-95.25.VAR.14	Motes	CT-1 PUMP	Variable 14	Variable 14	NA
10-12-1-95.25.VAR.15	Motes	CT-1 PUMP	Variable 15	Variable 15	NA
10-12-1-95.25.VAR.16	Motes	CT-1 PUMP	Variable 16	Variable 16	NA
10-12-1-95.25.VAR.17	Motes	CT-1 PUMP	Variable 17	Variable 17	NA
10-12-1-95.25.VAR.18	Motes	CT-1 PUMP	Variable 18	Variable 18	NA
10-12-1-95.25.VAR.19	Motes	CT-1 PUMP	Variable 19	Variable 19	NA
10-12-1-95.25.VAR.2	Motes	CT-1 PUMP	Variable 2	Variable 2	NA
10-12-1-95.25.VAR.20	Motes	CT-1 PUMP	Variable 20	Variable 20	NA
10-12-1-95.25.VAR.21	Motes	CT-1 PUMP	Variable 21	Variable 21	NA
10-12-1-95.25.VAR.22	Motes	CT-1 PUMP	Variable 22	Variable 22	NA
10-12-1-95.25.VAR.23	Motes	CT-1 PUMP	Variable 23	Variable 23	NA
10-12-1-95.25.VAR.24	Motes	CT-1 PUMP	Variable 24	Variable 24	NA
10-12-1-95.25.VAR.25	Motes	CT-1 PUMP	Variable 25	Variable 25	NA
10-12-1-95.25.VAR.26	Motes	CT-1 PUMP	Variable 26	Variable 26	NA
10-12-1-95.25.VAR.27	Motes	CT-1 PUMP	Variable 27	Variable 27	NA
10-12-1-95.25.VAR.28	Motes	CT-1 PUMP	Variable 28	Variable 28	NA
10-12-1-95.25.VAR.29	Motes	CT-1 PUMP	Variable 29	Variable 29	NA
10-12-1-95.25.VAR.3	Motes	CT-1 PUMP	Variable 3	Variable 3	NA
10-12-1-95.25.VAR.30	Motes	CT-1 PUMP	Variable 30	Variable 30	NA
10-12-1-95.25.VAR.31	Motes	CT-1 PUMP	Variable 31	Variable 31	NA
10-12-1-95.25.VAR.32	Motes	CT-1 PUMP	Variable 32	Variable 32	NA
10-12-1-95.25.VAR.4	Motes	CT-1 PUMP	Variable 4	Variable 4	NA
10-12-1-95.25.VAR.5	Motes	CT-1 PUMP	Variable 5	Variable 5	NA
10-12-1-95.25.VAR.6	Motes	CT-1 PUMP	Variable 6	Variable 6	NA
10-12-1-95.25.VAR.7	Motes	CT-1 PUMP	Variable 7	Variable 7	NA
10-12-1-95.25.VAR.8	Motes	CT-1 PUMP	Variable 8	Variable 8	NA
10-12-1-95.25.VAR.9	Motes	CT-1 PUMP	Variable 9	Variable 9	NA
10-12-1-95.3.IN.1	Motes	HP-2	Room Temperature	Room Temperature	Deg. F
10-12-1-95.3.IN.2	Motes	HP-2	Input 2	Input 2	NA
10-12-1-95.3.IN.3	Motes	HP-2	DAT	Discharge Air Temp	Deg F
10-12-1-95.3.IN.4	Motes	HP-2	Fan Status	Fan Status	Off/On

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.3.OUT.1	Motes	HP-2	Fan S/S	Fan S/S	Off/On
10-12-1-95.3.OUT.2	Motes	HP-2	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.3.OUT.3	Motes	HP-2	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.3.OUT.4	Motes	HP-2	Reversing Valve	Reversing Valve	On=Cool
10-12-1-95.3.VAR.1	Motes	HP-2	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.3.VAR.10	Motes	HP-2	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.3.VAR.11	Motes	HP-2	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.3.VAR.12	Motes	HP-2	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.3.VAR.13	Motes	HP-2	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.3.VAR.14	Motes	HP-2	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.3.VAR.15	Motes	HP-2	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.3.VAR.16	Motes	HP-2	Occupied Clg SP	Occupied Clg SP	NA
10-12-1-95.3.VAR.17	Motes	HP-2	Unocc Htg SP	Unocc Htg SP	NA
10-12-1-95.3.VAR.18	Motes	HP-2	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.3.VAR.19	Motes	HP-2	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.3.VAR.2	Motes	HP-2	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.3.VAR.20	Motes	HP-2	Current Clg SP	Current Clg SP	NA
10-12-1-95.3.VAR.21	Motes	HP-2	SP Deadband	SP Deadband	NA
10-12-1-95.3.VAR.22	Motes	HP-2	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.3.VAR.23	Motes	HP-2	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.3.VAR.24	Motes	HP-2	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.3.VAR.25	Motes	HP-2	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.3.VAR.26	Motes	HP-2	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.3.VAR.27	Motes	HP-2	SP Adjust	SP Adjust	Deg F
10-12-1-95.3.VAR.28	Motes	HP-2	Variable 28	Variable 28	NA
10-12-1-95.3.VAR.29	Motes	HP-2	Cooling MBH	Cooling MBH	MBH
10-12-1-95.3.VAR.3	Motes	HP-2	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.3.VAR.30	Motes	HP-2	Heating MBH	Heating MBH	MBH
10-12-1-95.3.VAR.31	Motes	HP-2	Variable 27	Variable 27	NA
10-12-1-95.3.VAR.32	Motes	HP-2	Iso Valve Override	Iso Valve Override	From_iplog
10-12-1-95.3.VAR.4	Motes	HP-2	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.3.VAR.5	Motes	HP-2	HP Enable	HP Enable	On=Ena
10-12-1-95.3.VAR.6	Motes	HP-2	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.3.VAR.7	Motes	HP-2	Occupied	Occupied	On=Occ
10-12-1-95.3.VAR.8	Motes	HP-2	Fan Status	Fan Status	On/Off
10-12-1-95.3.VAR.9	Motes	HP-2	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.4.IN.1	Motes	EF-2	MAT	Mixed Air Temp	Deg F
10-12-1-95.4.IN.2	Motes	EF-2	Input 2	Input 2	Volts
10-12-1-95.4.IN.3	Motes	EF-2	Input 3	Input 3	Volts
10-12-1-95.4.IN.4	Motes	EF-2	EF-2 STS	EF-2 Status	Off/On
10-12-1-95.4.OUT.1	Motes	EF-2	MA DMPR	Mixed Air Damper	%
10-12-1-95.4.OUT.2	Motes	EF-2	EX DMPR	Exhaust Damper	%
10-12-1-95.4.OUT.3	Motes	EF-2	EF VFD	Exhaust Fan VFD	%
10-12-1-95.4.OUT.4	Motes	EF-2	EF-2 Start/Stop	EF-2 Start/Stop	Off/On
10-12-1-95.4.VAR.1	Motes	EF-2	Static SP	Static SP	In WC
10-12-1-95.4.VAR.10	Motes	EF-2	Variable 10	Variable 10	NA
10-12-1-95.4.VAR.11	Motes	EF-2	Variable 11	Variable 11	NA
10-12-1-95.4.VAR.12	Motes	EF-2	Variable 12	Variable 12	NA
10-12-1-95.4.VAR.13	Motes	EF-2	Variable 13	Variable 13	NA
10-12-1-95.4.VAR.14	Motes	EF-2	Variable 14	Variable 14	NA
10-12-1-95.4.VAR.15	Motes	EF-2	Variable 15	Variable 15	NA
10-12-1-95.4.VAR.16	Motes	EF-2	Variable 16	Variable 16	NA
10-12-1-95.4.VAR.17	Motes	EF-2	Variable 17	Variable 17	NA
10-12-1-95.4.VAR.18	Motes	EF-2	Variable 18	Variable 18	NA
10-12-1-95.4.VAR.19	Motes	EF-2	Variable 19	Variable 19	NA

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.4.VAR.2	Motes	EF-2	Static PID	Static PID	%
10-12-1-95.4.VAR.20	Motes	EF-2	Variable 20	Variable 20	NA
10-12-1-95.4.VAR.21	Motes	EF-2	Variable 21	Variable 21	NA
10-12-1-95.4.VAR.22	Motes	EF-2	Variable 22	Variable 22	NA
10-12-1-95.4.VAR.23	Motes	EF-2	Variable 23	Variable 23	NA
10-12-1-95.4.VAR.24	Motes	EF-2	Variable 24	Variable 24	NA
10-12-1-95.4.VAR.25	Motes	EF-2	Variable 25	Variable 25	NA
10-12-1-95.4.VAR.26	Motes	EF-2	Variable 26	Variable 26	NA
10-12-1-95.4.VAR.27	Motes	EF-2	Variable 27	Variable 27	NA
10-12-1-95.4.VAR.28	Motes	EF-2	Variable 28	Variable 28	NA
10-12-1-95.4.VAR.29	Motes	EF-2	Variable 29	Variable 29	NA
10-12-1-95.4.VAR.3	Motes	EF-2	Dome Static	Dome Static	In WC
10-12-1-95.4.VAR.30	Motes	EF-2	Variable 30	Variable 30	NA
10-12-1-95.4.VAR.31	Motes	EF-2	Variable 31	Variable 31	NA
10-12-1-95.4.VAR.32	Motes	EF-2	Variable 32	Variable 32	NA
10-12-1-95.4.VAR.4	Motes	EF-2	Min EF Speed	Min EF Speed	%
10-12-1-95.4.VAR.5	Motes	EF-2	CO2 SP	CO2 Setpoint	ppm
10-12-1-95.4.VAR.6	Motes	EF-2	CO2 PID	CO2 PID	%
10-12-1-95.4.VAR.7	Motes	EF-2	Variable 7	Variable 7	NA
10-12-1-95.4.VAR.8	Motes	EF-2	Variable 8	Variable 8	NA
10-12-1-95.4.VAR.9	Motes	EF-2	Variable 9	Variable 9	NA
10-12-1-95.5.IN.1	Motes	HP-3	Room Temperature	Room Temperature	Deg. F
10-12-1-95.5.IN.2	Motes	HP-3	SP Adj	SP Adj	Deg
10-12-1-95.5.IN.3	Motes	HP-3	Override Timer	Override Timer	Off/On
10-12-1-95.5.IN.4	Motes	HP-3	Fan Status	Fan Status	Off/On
10-12-1-95.5.OUT.1	Motes	HP-3	Fan S/S	Fan S/S	Off/On
10-12-1-95.5.OUT.2	Motes	HP-3	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.5.OUT.3	Motes	HP-3	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.5.OUT.4	Motes	HP-3	Reversing Valve	Reversing Valve	On=Cool
10-12-1-95.5.VAR.1	Motes	HP-3	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.5.VAR.10	Motes	HP-3	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.5.VAR.11	Motes	HP-3	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.5.VAR.12	Motes	HP-3	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.5.VAR.13	Motes	HP-3	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.5.VAR.14	Motes	HP-3	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.5.VAR.15	Motes	HP-3	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.5.VAR.16	Motes	HP-3	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.5.VAR.17	Motes	HP-3	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.5.VAR.18	Motes	HP-3	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.5.VAR.19	Motes	HP-3	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.5.VAR.2	Motes	HP-3	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.5.VAR.20	Motes	HP-3	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.5.VAR.21	Motes	HP-3	SP Deadband	SP Deadband	Deg.F
10-12-1-95.5.VAR.22	Motes	HP-3	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.5.VAR.23	Motes	HP-3	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.5.VAR.24	Motes	HP-3	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.5.VAR.25	Motes	HP-3	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.5.VAR.26	Motes	HP-3	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.5.VAR.27	Motes	HP-3	Var 27	Var 27	NA
10-12-1-95.5.VAR.28	Motes	HP-3	Variable 28	Variable 28	NA
10-12-1-95.5.VAR.29	Motes	HP-3	Cooling MBH	Cooling MBH	MBH
10-12-1-95.5.VAR.3	Motes	HP-3	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.5.VAR.30	Motes	HP-3	Heating MBH	Heating MBH	MBH
10-12-1-95.5.VAR.31	Motes	HP-3	Variable 27	Variable 27	NA
10-12-1-95.5.VAR.32	Motes	HP-3	Iso Valve Override	Iso Valve Override	From_iplog

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.5.VAR.4	Motes	HP-3	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.5.VAR.5	Motes	HP-3	HP Enable	HP Enable	On=Ena
10-12-1-95.5.VAR.6	Motes	HP-3	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.5.VAR.7	Motes	HP-3	Occupied	Occupied	On=Occ
10-12-1-95.5.VAR.8	Motes	HP-3	Fan Status	Fan Status	On/Off
10-12-1-95.5.VAR.9	Motes	HP-3	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.6.IN.1	Motes	HP-4	Room Temperature	Room Temperature	Deg. F
10-12-1-95.6.IN.2	Motes	HP-4	SP Adj	SP Adj	Deg
10-12-1-95.6.IN.3	Motes	HP-4	Override Timer	Override Timer	Off/On
10-12-1-95.6.IN.4	Motes	HP-4	Fan Status	Fan Status	Off/On
10-12-1-95.6.OUT.1	Motes	HP-4	Fan S/S	Fan S/S	Off/On
10-12-1-95.6.OUT.2	Motes	HP-4	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.6.OUT.3	Motes	HP-4	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.6.OUT.4	Motes	HP-4	Reversing Valve	Reversing Valve	On=cool
10-12-1-95.6.VAR.1	Motes	HP-4	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.6.VAR.10	Motes	HP-4	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.6.VAR.11	Motes	HP-4	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.6.VAR.12	Motes	HP-4	Call For Heat 2	Call For Heat 2	Off/On
10-12-1-95.6.VAR.13	Motes	HP-4	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.6.VAR.14	Motes	HP-4	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.6.VAR.15	Motes	HP-4	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.6.VAR.16	Motes	HP-4	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.6.VAR.17	Motes	HP-4	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.6.VAR.18	Motes	HP-4	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.6.VAR.19	Motes	HP-4	Current Htg SP	Current Htg SP	Deg.F
10-12-1-95.6.VAR.2	Motes	HP-4	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.6.VAR.20	Motes	HP-4	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.6.VAR.21	Motes	HP-4	SP Deadband	SP Deadband	Deg.F
10-12-1-95.6.VAR.22	Motes	HP-4	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.6.VAR.23	Motes	HP-4	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.6.VAR.24	Motes	HP-4	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.6.VAR.25	Motes	HP-4	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.6.VAR.26	Motes	HP-4	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.6.VAR.27	Motes	HP-4	Variable 27	Variable 27	NA
10-12-1-95.6.VAR.28	Motes	HP-4	Variable 28	Variable 28	NA
10-12-1-95.6.VAR.29	Motes	HP-4	Cooling MBH	Cooling MBH	MBH
10-12-1-95.6.VAR.3	Motes	HP-4	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.6.VAR.30	Motes	HP-4	Heating MBH	Heating MBH	MBH
10-12-1-95.6.VAR.31	Motes	HP-4	Variable 27	Variable 27	NA
10-12-1-95.6.VAR.32	Motes	HP-4	Iso Valve Override	Iso Valve Override	From_plog
10-12-1-95.6.VAR.4	Motes	HP-4	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.6.VAR.5	Motes	HP-4	HP Enable	HP Enable	NA
10-12-1-95.6.VAR.6	Motes	HP-4	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.6.VAR.7	Motes	HP-4	Occupied	Occupied	On=Occ
10-12-1-95.6.VAR.8	Motes	HP-4	Fan Status	Fan Status	NA
10-12-1-95.6.VAR.9	Motes	HP-4	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.7.IN.1	Motes	HP-5	Room Temperature	Room Temperature	Deg. F
10-12-1-95.7.IN.2	Motes	HP-5	SP Adj	SP Adj	Deg
10-12-1-95.7.IN.3	Motes	HP-5	Override Timer	Override Timer	Off/On
10-12-1-95.7.IN.4	Motes	HP-5	Fan Status	Fan Status	Off/On
10-12-1-95.7.OUT.1	Motes	HP-5	Fan S/S	Fan S/S	Off/On
10-12-1-95.7.OUT.2	Motes	HP-5	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.7.OUT.3	Motes	HP-5	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.7.OUT.4	Motes	HP-5	Reversing Valve	Reversing Valve	On=cool
10-12-1-95.7.VAR.1	Motes	HP-5	Scheduled Occupancy	Scheduled Occupancy	Un/Occ

EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS

TagName	Server	Panel	Label	Description	Units
10-12-1-95.7.VAR.10	Motes	HP-5	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.7.VAR.11	Motes	HP-5	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.7.VAR.12	Motes	HP-5	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.7.VAR.13	Motes	HP-5	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.7.VAR.14	Motes	HP-5	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.7.VAR.15	Motes	HP-5	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.7.VAR.16	Motes	HP-5	Occupied Clg SP	Occupied Clg.SP	Deg.F
10-12-1-95.7.VAR.17	Motes	HP-5	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.7.VAR.18	Motes	HP-5	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.7.VAR.19	Motes	HP-5	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.7.VAR.2	Motes	HP-5	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.7.VAR.20	Motes	HP-5	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.7.VAR.21	Motes	HP-5	SP Deadband	SP Deadband	Deg.F
10-12-1-95.7.VAR.22	Motes	HP-5	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.7.VAR.23	Motes	HP-5	Comp 1 Off Timer	Comp 1 Off Tjmer	Seconds
10-12-1-95.7.VAR.24	Motes	HP-5	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.7.VAR.25	Motes	HP-5	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.7.VAR.26	Motes	HP-5	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.7.VAR.27	Motes	HP-5	Variable 27	Variable 27	NA
10-12-1-95.7.VAR.28	Motes	HP-5	Variable 28	Variable 28	NA
10-12-1-95.7.VAR.29	Motes	HP-5	Cooling MBH	Cooling MBH	NA
10-12-1-95.7.VAR.3	Motes	HP-5	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.7.VAR.30	Motes	HP-5	Heating MBH	Heating MBH	MBH
10-12-1-95.7.VAR.31	Motes	HP-5	Variable 27	Variable 27	NA
10-12-1-95.7.VAR.32	Motes	HP-5	Iso Valve Override	Iso Valve Override	NA
10-12-1-95.7.VAR.4	Motes	HP-5	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.7.VAR.5	Motes	HP-5	HP Enable	HP Enable	On=Ena
10-12-1-95.7.VAR.6	Motes	HP-5	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.7.VAR.7	Motes	HP-5	Occupied	Occupied	On=Occ
10-12-1-95.7.VAR.8	Motes	HP-5	Fan Status	Fan Status	On/Off
10-12-1-95.7.VAR.9	Motes	HP-5	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.8.IN.1	Motes	HP-6	Room Temperature	Room Temperature	Deg. F
10-12-1-95.8.IN.2	Motes	HP-6	SP Adj	SP Adj	Deg F
10-12-1-95.8.IN.3	Motes	HP-6	Override Timer	Override Timer	Off/On
10-12-1-95.8.IN.4	Motes	HP-6	Fan Status	Fan Status	Off/On
10-12-1-95.8.OUT.1	Motes	HP-6	Fan S/S	Fan S/S	Off/On
10-12-1-95.8.OUT.2	Motes	HP-6	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.8.OUT.3	Motes	HP-6	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.8.OUT.4	Motes	HP-6	Reversing Valve	Reversing Valve	On=cool
10-12-1-95.8.VAR.1	Motes	HP-6	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.8.VAR.10	Motes	HP-6	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.8.VAR.11	Motes	HP-6	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.8.VAR.12	Motes	HP-6	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.8.VAR.13	Motes	HP-6	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.8.VAR.14	Motes	HP-6	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.8.VAR.15	Motes	HP-6	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.8.VAR.16	Motes	HP-6	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.8.VAR.17	Motes	HP-6	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.8.VAR.18	Motes	HP-6	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.8.VAR.19	Motes	HP-6	Current Htg SP	Current Htg SP	Deg.F
10-12-1-95.8.VAR.2	Motes	HP-6	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.8.VAR.20	Motes	HP-6	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.8.VAR.21	Motes	HP-6	SP Deadband	SP Deadband	Deg.F
10-12-1-95.8.VAR.22	Motes	HP-6	Comp 1 On Timer	Comp 1 On Timer	Secs
10-12-1-95.8.VAR.23	Motes	HP-6	Comp 1 Off Timer	Comp 1 Off Timer	Secs

**EXHIBIT B-1 continued
POINTS LIST OF EXISTING PARTS**

TagName	Server	Panel	Label	Description	Units
10-12-1-95.8.VAR.24	Motes	HP-6	Iso Valve Timer	Iso Valve Timer	Secs
10-12-1-95.8.VAR.25	Motes	HP-6	Comp 2 On Timer	Comp 2 On Timer	Secs
10-12-1-95.8.VAR.26	Motes	HP-6	Comp 2 Off Timer	Comp 2 Off Timer	Secs
10-12-1-95.8.VAR.27	Motes	HP-6	Variable 27	Variable 27	NA
10-12-1-95.8.VAR.28	Motes	HP-6	Variable 28	Variable 28	NA
10-12-1-95.8.VAR.29	Motes	HP-6	Cooling MBH	Cooling MBH	NA
10-12-1-95.8.VAR.3	Motes	HP-6	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.8.VAR.30	Motes	HP-6	Heating MBH	Heating MBH	NA
10-12-1-95.8.VAR.31	Motes	HP-6	Variable 27	Variable 27	NA
10-12-1-95.8.VAR.32	Motes	HP-6	Iso Valve Override	Iso Valve Override	NA
10-12-1-95.8.VAR.4	Motes	HP-6	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.8.VAR.5	Motes	HP-6	HP Enable	HP Enable	On=Ena
10-12-1-95.8.VAR.6	Motes	HP-6	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.8.VAR.7	Motes	HP-6	Occupied	Occupied	On=Occ
10-12-1-95.8.VAR.8	Motes	HP-6	Fan Status	Fan Status	On/Off
10-12-1-95.8.VAR.9	Motes	HP-6	Dirty Filter	Dirty Filter	On=Dirty
10-12-1-95.9.IN.1	Motes	HP-7	Room Temperature	Room Temperature	Deg. F
10-12-1-95.9.IN.2	Motes	HP-7	Input 2	Input 2	NA
10-12-1-95.9.IN.3	Motes	HP-7	DAT	Discharge Air Temp	Deg F
10-12-1-95.9.IN.4	Motes	HP-7	Fan Status	Fan Status	Off/On
10-12-1-95.9.OUT.1	Motes	HP-7	Fan S/S	Fan S/S	Off/On
10-12-1-95.9.OUT.2	Motes	HP-7	Comp 1 S/S	Comp 1 S/S	Off/On
10-12-1-95.9.OUT.3	Motes	HP-7	Comp 2 S/S	Comp 2 S/S	Off/On
10-12-1-95.9.OUT.4	Motes	HP-7	Reversing Valve	Reversing Valve	On=cool
10-12-1-95.9.VAR.1	Motes	HP-7	Scheduled Occupancy	Scheduled Occupancy	Un/Occ
10-12-1-95.9.VAR.10	Motes	HP-7	Lo Temp Alarm	Lo Temp Alarm	On=Alarm
10-12-1-95.9.VAR.11	Motes	HP-7	Call For Heat 1	Call For Heat 1	Off/On
10-12-1-95.9.VAR.12	Motes	HP-7	Call For Heat 2	Call For Heat 2	On=Heat
10-12-1-95.9.VAR.13	Motes	HP-7	Call For Cool 1	Call For Cool 1	On=Cool
10-12-1-95.9.VAR.14	Motes	HP-7	Call For Cool 2	Call For Cool 2	On=Cool
10-12-1-95.9.VAR.15	Motes	HP-7	Occupied Htg SP	Occupied Htg SP	Deg.F
10-12-1-95.9.VAR.16	Motes	HP-7	Occupied Clg SP	Occupied Clg SP	Deg.F
10-12-1-95.9.VAR.17	Motes	HP-7	Unocc Htg SP	Unocc Htg SP	Deg.F
10-12-1-95.9.VAR.18	Motes	HP-7	Unocc Clg SP	Unocc Clg SP	Deg.F
10-12-1-95.9.VAR.19	Motes	HP-7	Current Htg SP	Current Htg SP	Deg. F
10-12-1-95.9.VAR.2	Motes	HP-7	Rev Valve On=Cool	Rev Valve On=Cool	On=Cool Off=Heat
10-12-1-95.9.VAR.20	Motes	HP-7	Current Clg SP	Current Clg SP	Deg.F
10-12-1-95.9.VAR.21	Motes	HP-7	SP Deadband	SP Deadband	Deg.F
10-12-1-95.9.VAR.22	Motes	HP-7	Comp 1 On Timer	Comp 1 On Timer	Seconds
10-12-1-95.9.VAR.23	Motes	HP-7	Comp 1 Off Timer	Comp 1 Off Timer	Seconds
10-12-1-95.9.VAR.24	Motes	HP-7	Iso Valve Timer	Iso Valve Timer	Seconds
10-12-1-95.9.VAR.25	Motes	HP-7	Comp 2 On Timer	Comp 2 On Timer	Seconds
10-12-1-95.9.VAR.26	Motes	HP-7	Comp 2 Off Timer	Comp 2 Off Timer	Seconds
10-12-1-95.9.VAR.27	Motes	HP-7	SP Adj	SP Adj	Deg
10-12-1-95.9.VAR.28	Motes	HP-7	Variable 28	Variable 28	NA
10-12-1-95.9.VAR.29	Motes	HP-7	Cooling MBH	Cooling MBH	MBH
10-12-1-95.9.VAR.3	Motes	HP-7	Heat Pump Alarm	Heat Pump Alarm	On=Alarm
10-12-1-95.9.VAR.30	Motes	HP-7	Heating MBH	Heating MBH	MBH
10-12-1-95.9.VAR.31	Motes	HP-7	SP Adj	SP Adj	Deg
10-12-1-95.9.VAR.32	Motes	HP-7	Iso Valve Override	Iso Valve Override	From_iplog
10-12-1-95.9.VAR.4	Motes	HP-7	Continuous Fan	Continuous Fan	Off/On
10-12-1-95.9.VAR.5	Motes	HP-7	HP Enable	HP Enable	On=Ena
10-12-1-95.9.VAR.6	Motes	HP-7	Compressor Enable	Compressor Enable	On=Ena
10-12-1-95.9.VAR.7	Motes	HP-7	Occupied	Occupied	On=Occ
10-12-1-95.9.VAR.8	Motes	HP-7	Fan Status	Fan Status	On/Off
TagName	Server	Panel	Label	Description	Units
10-12-1-95.9.VAR.9	Motes	HP-7	Dirty Filter	Dirty Filter	On=Dirty

EXHIBIT B-2

Honeywell

March 5, 2012

Re: Automated Building Solutions, Inc.

To Whom It May Concern:

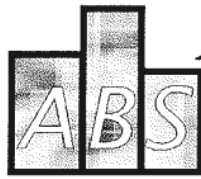
This letter is to inform you that Automated Building Solutions, Inc. (ABSI) of Centennial, Colorado is an Authorized Control Integrator (ACI) for Honeywell building automation and control products. Their authorized serve area is the state of Colorado

Under the terms of our agreement ABSI has met and exceeds all requirements to retain the ACI designation for 2012. Should you have any questions or comments please contact me.

Sincerely,

Mark Bisbee
Honeywell
Building Control Systems
Commercial Contractor Representative
345 Inverness Drive South Suite 240
Englewood, CO 80112
Office 303.792.1611
Cell 303.877.1365
Mark.Bisbee@Honeywell.com

EXHIBIT B-3



Automated
Building
Solutions^{Inc}

Honeywell DDC Materials list

- Honeywell WEBs JACE AX controller
 - WEB 600-AX
- Honeywell Spyder LON controllers
 - UI LON controllers
- Honeywell Temperature sensors
 - Wall TR23 sensors
 - Pipe/strap on sensors
 - Duct sensors
- Honeywell current sensors
- Honeywell CO2 sensors
 - Wall CO2 sensors
- DELL Opti plex PC system
- Color printer (HP equivalent)

Exhibit B-4



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012-008
SOLICITATION DATE: February 3, 2012
DESCRIPTION: HVAC Control System Replacement Services
ADDENDUM NUMBER: TWO (2)
ADDENDUM DATE: March 5, 2012

The hour and date specified for receipt of IFB 2012-008 [] is [X] is not extended to the following new hour and date:

The above-numbered solicitation is amended as set forth below. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the bid submitted. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BID PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID.** If by virtue of this addendum you desire to change a bid already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

- A. This Addendum is issued to provide the correct IFB 2012-008 bid opening day from:
Tuesday, March 7, 2012 at 2:00 p.m.

To read as: **Wednesday**, March 7, 2012 at 2:00 p.m.

- B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

ACKNOWLEDGEMENT:

(Signature/Date)

(Name and Title)

(Company Name)

(Address)

cc: IFB 2012-008

Exhibit B-5



ADAMS COUNTY
COLORADO

ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012-008
SOLICITATION DATE: February 3, 2012
DESCRIPTION: HVAC Control System Replacement Services
ADDENDUM NUMBER: One (1)
ADDENDUM DATE: February 13, 2012

The hour and date specified for receipt of IFB 2012-008 [] is [X] is not extended to the following new hour and date:

The above-numbered solicitation is amended as set forth below. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the bid submitted. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF BID PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID.** If by virtue of this addendum you desire to change a bid already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

- A. This Addendum is issued to provide the attached copies of the following:
 - 1. Minutes of Pre-Bid Conference meeting held on Tuesday, February 7, 2012.
 - 2. List of attendees at the Pre-Bid Conference held on Tuesday, February 7, 2012.
 - 3. List of Plan Holders

- B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

ACKNOWLEDGEMENT:

(Signature/Date)

(Name and Title)

(Company Name)

(Address)

cc: IFB 2012-008

PRE-BID CONFERENCE MEETING
IFB 2012-008
HVAC Control System Replacement Services
02/07/2012 at 10:00 A.M.

INTRODUCTION: (Heidi Casteel)

Good morning, my name is H. Casteel; today is Tuesday, February 7, 2012 time is 10:00 a.m. We are here today for a Pre-Bid meeting for IFB 2012-008 HVAC Control System Replacement Services.

The meeting today is to assist you in preparing your bid, answer questions you might have and for any clarifications of IFB 2012-008 solicitation. Nothing at this conference today will change the terms of the IFB unless a subsequent addendum is issued. A summary of the conference minute meetings today will be uploaded on Rocky Mountain E-Procurement website and emailed to each of you in attendance today to include a copy of the plan holders list.

Introduced Adams County Representatives attending:

Mike Holub, Project Manager, Facilities, 303.654.3327

Donnie Wagner, Facilities, 303.654.3364

Adrienne Dorsey, Sustainability/Federal Funding Compliance Officer, 720.523.6287

Kate Smith, Davis Bacon Wage Decision Compliance Officer, 720.523.6061

H. Casteel, Purchasing Services 720.523.6053

Federal/Energy Efficiency and Conservation Block Grant Funding (Adrienne Dorsey)

- The project will be partially funded with American Recovery and Reinvestment Act (ARRA) funding. The ARRA funding is coming out of Energy Efficiency and Conservation Block Grant (EECBG) dollars awarded to Adams County by the Department of Energy (DOE).
- The purpose of the EECBG dollars is to reduce energy use and lower fossil fuel emissions.
- Adrienne Dorsey, Sustainability Coordinator, is responsible for managing the EECBG dollars awarded to the county.
- The DOE requires that Adams County reports demonstrated energy savings for all projects funded with EECBG dollars. As such, the Sustainability Coordinator will be working with the Project Manager and the vendor awarded the contract to collect data regarding energy savings achieved through the installation of the Energy Management System.
- Please note that the selected vendor must comply with the Buy American Act.

Davis Bacon Wage Decision (Kathleen Smith)

The Davis Bacon Wage Decision that is applicable to this project is attached to the solicitation. Please review and if you have any questions call me at 720.523.6061. I will be providing the posting information to the awarded Contractor.

Overview of Project Statement of Work (Mike Holub)

Mike gave an overview of the statement of work of the solicitation. The bidder will be responsible for providing and installing a new Honeywell/Tridium Web's AAX Energy Management System for replacement of an existing obsolete energy management system for the Waymire Dome Building.

The upgrade will include using all existing devices identified on the points list included in the solicitation.

No temperature control manufacture/system alternates will be accepted. Honeywell comfort point and/or Honeywell EBI will not be accepted, **no substitutions**.

Adams County will provide all necessary Ethernet connections, IT cabling and IT personnel for IP addressing of the new EMS PC System.

All bidders must be an authorized Honeywell "ACI" controls integrator contractor and must include a copy of the certification letter with your submitted bid.

Review of IFB Solicitation (H. Casteel)

I would like to go over sections of the solicitation that are important and must be returned with your submitted bid.

If you have a copy of the solicitation with you today I will identify the page numbers and the sections for easy following, and if you haven't picked up a copy of the solicitation, you can obtain a copy of the solicitation via Rocky Mountain E-Procurement website at www.RockyMountainBidSystem.com.

The IFB is due on Tuesday, March 7, 2012 at 2:00 p.m. All bids must be received before or by 2:00 p.m. at 4430 South Adams County Parkway on the 4th floor. No bids will be accepted after 2:00 p.m.

Specifications pages 1-44: (Mike Holub): Please review the specifications again. If you have any questions, please reduce them to writing and fax all questions to the attention of H. Casteel at (720) 523-6058, by: 4:00 p.m. on Friday, February 10, 2012.

Pages 20-23:

- Delivery and Performance. Adams County hours of work are from 8:00 a.m. to 4:30 p.m. Monday-Friday. If work is required for the weekends, bidder must submit a request to Purchasing for approval.

- The agreement term is for sixty (60) calendar days from the date of issuance of the notice to proceed (NTP).
- Bonding Requirements- 5% bid bond is required with your bid submittal. After award a 100% performance bond and payment bond will be required before you begin any work.
- Required Reports- per Federal Funding of ARRA Funds being used for this project, per Adrienne Dorsey information to you earlier, please contact her for questions regarding the reporting requirements.
- Davis Bacon Wage Decision- The wage decision that will be applied to this project is attached; please contact Kate Smith regarding any questions for Davis bacon wage requirements.
- OSA Requirement
- The awarded bidder must provide all insurance certificates naming DHA as an additional insured before any work is issued after award.
- This section also reviews the permit and taxes information.
- Taxes: Adams County is exempt from Cultural District Sales tax, RTD tax and State Tax.

Pages 24-26 Provides you with special instruction on how to prepare your bid for submission. Please review the information.

Attachment One, page 45 Bid Form, please use this form to submit your bid pricing, we are asking for a lump sum for both line lines.

Attachment Two, page 46: Solicitation/Vendor Statement, please review, sign, date and include this page with your bid. Also, in this section is where you would acknowledge any amendment(s) to the solicitation. By signing this page will acknowledge your agreement to honor your submitted bid cost until we make final award and will also become a part of the agreement between the awarded contractor and Adams County.

Attachment Three, page 47, Contractor's Certification of Compliance please review, sign, date and include this page with your bid.

Attachments:

General Wage Decision

Sample Bonds

List of proposed Subcontractors

Reference Form

Thank you for your attention: and at this time, I would like to open the floor for questions:

QUESTIONS AND ANSWERS:

No Questions were submitted.

ATTENDEE LIST

Mr. Brian C. Thomas
Frontier Mechanical
2771 W. Mansfield
Englewood, Colorado
bthomas@frontiermech.net
303.806.5400

Mr. Dion Netter
ESCO
900 West 124th Avenue
Westminster, Colorado
Dnetter@escoems.com
720.872.2245

Mr. Dennis Nyberg
Economy A/C & Heating, Inc.
945 W. Kenyon Avenue
Englewood, Colorado
dnyberg@econonyal.com
303.789.7990

Mr. Art Espinosa
Automated Building Solutions, Inc.
7348 S. Alton blg#1
Centennial, Colorado 80112
aespinosa@absicontrols.com
303.221-4020

Mr. Davis Daniel
McKinstry Co.
112 N. Ruby Drive, #200
Golden, Colorado 80403
davidd@mckinstry.com
619-980-2504

Mr. Mike Black
Building Technology Systems
1270 S. Lipan
Denver, Colorado 80223
jrodbts@yahoo.com
Michael.k.black@yahoo.com

PLANHOLDERS
Date Printed: 2/7/2012

Company Name	City	State
P.A. Builders Inc	Arvada	CO
Sierra Detention Systems	Brighton	CO
HEATING & PLUMBING ENGINEERS, INC.	COLORADO	CO
LVW Electronics	Colorado Springs	CO
Burke Engineering Company	Denver	CO
LEI Companies, Inc.	Denver	CO
Building Technology Systems	Denver	CO
Centennial Controls, Inc.	Denver	CO
Mechanical & Piping Inc	Denver	CO
Frontier Mechanical Inc.	Englewood	CO
Economy Air Conditioning and Heating, Inc.	Englewood	CO
Risk Removal	Fort Collins	CO
McKinstry Co.	Golden	CO
Reliable Supply	Grand Junction	CO
Herron Enterprises USA Inc.	Lakewood	CO
The Ballard Group, Inc.	Lakewood	CO
Signature Underwriters, Inc.	Lakewood	CO
Siemens Industry, Inc.	Littleton	CO
Precise Mechanical Services, Inc	Thornton	CO
ESCO (Energy Services of Colorado)	Westminster	CO
GreMark Consultancy, Inc.	Willimantic	CT
Intercon Solutions	Tampa	FL

Exhibit B-6

ATTACHMENT THREE

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Automated Building Solutions 3-7-12
Company Name Date
ARTHUR Espinosa
Name (Print or Type)
Arthur Espinosa
Signature
President
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

Exhibit B-7

ATTACHMENT TWO



**2012.008
HVAC Control System Replacement Services**

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 through Addenda # 2

If None, Please write NONE.

<u>Automated Building Solutions</u>	<u>3-7-12</u>
Company Name	Date
<u>7348 S. Alton Way #L</u>	<u>Arthur Espinosa</u>
Address	Signature
<u>Centennial, CO 80112</u>	<u>ARTHUR Espinosa</u>
City, State, Zip Code	Printed Name
<u>Arapahoe</u>	<u>President</u>
County	Title
<u>303-221-4020</u>	<u>303-221-4072</u>
Telephone	Fax
<u>aespinosa@absicontrols-</u>	
E-mail Address <u>com</u>	

Exhibit B-8

General Decision Number: CO120001 02/24/2012 CO1
Superseded General Decision Number: CO20100001

State: Colorado

Construction Type: Building
County: Adams County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date
0 01/06/2012
1 01/13/2012
2 01/27/2012
3 02/24/2012

ASBE0028-003 07/01/2010
Rates Fringes
ASBESTOS WORKER/HEAT & FROST
INSULATOR
(Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....\$ 30.23 11.53

BRCO0007-001 01/01/2011
Rates Fringes
BRICKLAYER.....\$ 22.13 9.89

CARP9901-001 05/01/2009
Rates Fringes
CARPENTER.....\$ 26.60 8.89

ELEC0068-005 06/01/2011
Rates Fringes
ELECTRICIAN
(Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones and Temperature Controls).....\$ 31.60 12.52

ELEV0025-002 01/01/2012

Rates Fringes

Elevator Constructor.....\$ 39.34 23.535

FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

IRON0024-001 07/01/2011

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 23.80 10.91

LABO0578-001 05/01/2009

Rates Fringes

Labor Common.....\$ 16.52 6.84

* PAIN0930-001 01/01/2012

Rates Fringes

GLAZIER.....\$ 27.95 7.28

PLAS0577-001 05/01/2010

Rates Fringes

Cement Mason/Concrete Finisher...\$ 24.60 10.10

PLUM0003-001 01/01/2012

Rates Fringes

PLUMBER

(Excluding HVAC work).....\$ 32.68 11.44

PLUM0208-001 01/01/2012

Rates Fringes

PIPEFITTER

(Including HVAC pipe).....\$ 32.60 11.52

SHEE0009-001 01/01/2011

Rates Fringes

Sheet metal worker

(Includes HVAC duct and installation of HVAC

systems).....\$ 31.66 10.98

SUCO2001-001 12/20/2001

Rates Fringes

Laborers:

Brick Finisher/Tender.....\$ 12.88 1.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date. Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

EXHIBIT C

INVITATION FOR BID
2012.008

HVAC Control System Replacement Services

Pre-Bid Conference: **Mandatory and Site Visit**
Tuesday, February 7, 2012
at 10:00 a.m.

Questions Due: Friday, February 10, 2012
By 4:00 p.m.

Bid Opening Date: Tuesday, March 7, 2012

Bid Opening Time: 2:00 p.m.

Bid Opening Place: Adams County Administration Building,
4430 South Adams County Parkway,
4th Floor, Purchasing Department
Brighton, Colorado, 80601



All submitted Bids will be publicly opened and read aloud at the time and place stated above. All Bids are subject to the Specifications and the Special Instructions attached hereto.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS

1. PURPOSE

Adams County Board of Commissioners (BOCC) by and through its Purchasing Agent is seeking the services of a general contractor to provide and install a new HVAC Control System at Adams County property located at 9755 Henderson Road, Brighton, Colorado 80601 known as the Waymire Dome building. Adams County received an Energy Efficiency and Conservation Block Grant from the U.S Department of Energy's funded through the American Recovery and Reinvestment Act (ARRA) to assist in the upgrade of the Waymire Dome building HVAC control system, as directed by Adams County and is further specified in the scope of work.

2. STATEMENT OF WORK

The bidder will be responsible for providing and installing a new Honeywell/Tridium WEBs AX Energy Management system for replacement of an existing obsolete Energy management system for the Waymire Dome building. All existing mechanical equipment currently controlled by the existing and obsolete EMS shall be included for control thru the new Honeywell/Tridium WEBs AX Energy Management System. All new Heat pump/Boiler/Cooling Tower controllers and associated sensors shall be replaced with new devices, (see points list following this section). The System shall include (1) new DELL Opti-plex PC with Windows 7 pro, 4gig RAM, 20" Flat panel monitor & color printer.

The upgrade shall consist of reusing all existing devices (see points list following this section): control/low voltage wire add new as necessary, low voltage relays, damper/valve actuators, VFDs. As a minimum design of the Honeywell Tridium AX System, the System shall consist of (1) Honeywell WEB 600 controller with associated I/O modules, spyder controllers, wired/wireless TR23/21 sensors, wall CO2 sensors, current sensors, temperature sensors, new graphics, and time schedules per each individual heat pump unit to reflect all new hardware/software DDC points viewable thru JACE/WEB 600 controller and accessible thru new DELL PC System.

Adams County will provide all necessary Ethernet connections, IT cabling & IT personnel for IP addressing of new EMS PC System. Work hours to consist of Normal business hours M-F, 8:00 a.m. to 4:30 p.m.

All bidders must be an authorized Honeywell "ACT" controls integrator contractor must include a copy of the certification letter from a local Honeywell Representative with their bid submittal. No Temperature Control manufacturer/system alternates will be accepted. Honeywell Comfort Point and/or Honeywell EBI will not be accepted. **No Substitutions.**

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

Bidders Responsibility:

1. Installation Requirements.
 - A. Comply with Adams County regulations for replacement of water heaters, furnaces and thermostats.
 - B. Comply with all manufacturers' installation requirements and specifications.
 - C. Secure all required Adams County permits.
 - D. Schedule all required Adams County inspections.
2. Project Site Conditions
 - A. Verify all existing conditions by walking site with the County Project Manager.
 - SITE VISIT: Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Failure to do so will not relieve the bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the work. Adams County will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the invitation for bids, the specifications, or related documents.
 - B. Verify all dimensions and conditions by taking field measurements.
 - C. Examine areas and conditions under which the work will be performed. Commencement of the work implies acceptance of all areas and conditions.
3. Equipment
 - A. Equipment shall comply with the item descriptions detailed in specifications of this bid.
4. Work
 - A. Work will include all materials, equipment and labor necessary to install the equipment under existing conditions. Provide all duct, flue, water supply and gas piping modifications necessary to connect new equipment.
5. Correction of Deficient work
 - A. The bidder assumes all responsibility for and bears all cost of correcting work that does not conform to the specified requirements or Adams County building codes.
6. Cleaning and Repair
 - A. The bidder shall remove and properly dispose of all excess materials, equipment, tools and debris as the work progresses and upon completion.
 - B. The bidder shall patch and paint any areas damaged during installation.
7. Development Information
 - A. Waymire Dome, 9755 Henderson Road, Brighton, Colorado 80601
Constructed in 1967 and Remodel in 2008
Single Level Building

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

8. PAYMENT OF SURETY

Should the bidder default in the performance of any of its obligations hereunder, and should the Surety under any bonds issued in connection with the awarded Agreement take over performance of any or all of bidder's obligations hereunder, Adams County may, at its option, make any payments which would otherwise be due to the bidder, but for the bidder's default and the Surety's takeover, directly to the surety. Any such payments shall discharge to the extent made the payment obligations of Adams County under this agreement. Adams County shall make any direct payments to the Surety only after providing five (5) calendar days written notice to bidder and Surety of its intent to make the payments.

9. Pre-Bid Conference Meeting & Site Inspections

- a. **February 7th at 10:00 a.m.** Meet at the Waymire Dome lobby located at 9755 Henderson Road.
- b. All questions must be in writing and directed to the issuing office, addressed to the Purchasing Agent. The interest party must confirm all telephone conversation in writing. **Questions are due on Friday, February 10, 2012 by 4:00 p.m.;** attention Heidi Casteel via fax 303.523.6058 or email hcasteel@adcogov.org.

10. Warranty

The bidder warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one (1) year after final acceptance by the County. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed by another contractor at the expense of the original Contractor. This section does not relieve the original Contractor from liability for defects which become known after one (1) year

11. Submittal

Within the time frames listed, the Bidder shall submit to the Manager of Purchasing Services the following items.

- a. Construction Schedule: Within 10 scheduled working days after the successful bidder has received Notice of Award, he shall supply a schedule for the completion of the work.
- b. Subcontractors: Within 10 working days after the successful bidder has received Notice of Award, he shall supply a list of all subcontractors hired by him for this work to the Manager of Purchasing Services, including those already previously submitted.
- c. Insurance: Within 10 working days after the successful bidder has received Notice of Award, he shall supply affidavits for all required insurance to the Manager of Purchasing Services.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

d. Performance Bond: Within 10 working days after the signing of the Contract, the Contractor will supply the Performance Bond to the Manager of Purchasing Services.

12. Taxes

The County is exempt from State of Colorado, RTD, and Cultural District sales and use taxes. It is understood that the Bid Price shall not include these taxes. Exemption certificates and numbers are available at the Purchasing Office of Adams County Government Center.

13. Inspection and Acceptance

Inspection and acceptance will be at destination. Facilities Management is designated as the office responsible for inspecting the work while the Purchasing Manager is responsible for final acceptance of the work.

3. REQUIREMENTS:

SUPPLEMENTAL FEDERAL PROVISIONS

Supplemental Provisions for Contracts, Grants, and Purchase Orders for Federal Funds received pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and 2008. Amendments as of October 1, 2010.

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below:

1.1. "Award" means an award of Federal Financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1 Grants,

1.1.2.Contracts,

1.1.3.Cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a)),

1.1.4.Loans,

1.1.5.Loan Guarantees,

1.1.6.Subsidies,

1.1.7.Insurance,

1.1.8. Food commodities,

1.1.9. Direct appropriations, or

1.1.10.Other financial assistance transactions that authorize the non-Federal Entities' expenditure of Federal Funds.

Award does *not* include:

- 1.1.11.** Technical assistance, which provides services in lieu of money;
 - 1.1.12.** A transfer of title to Federally-owned property provided in lieu of money, even if the award is called a grant;
 - 1.1.13.** Any classified award; or
 - 1.1.14.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Pub. L. 111-5).
- 1.2.** “Central Contractor Registration (CCR)” means the Federal repository into which an Entity must provide information required for the conduct of business as a recipient.
- 1.3.** “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
- 1.4. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;**
 - 1.4.1.** A governmental organization, which is a State, local government, or Indian Tribe,
 - 1.4.2.** A foreign public entity,
 - 1.4.3.** A domestic or foreign non-profit organization,
 - 1.4.4.** A domestic or foreign for-profit organization, and
 - 1.4.5.** A Federal Agency, but only a subrecipient under an award or subaward to a non-Federal entity.
- 1.5.** “Subaward” means a legal instrument to provide support for the performance of any portion of the substantive project or program funded by federal funds to a Prime Recipient that a Prime Recipient awards to a Subrecipient.
- 1.6.** “Contract” means the contract to which these Supplemental Provisions are attached and includes all award types in §1.1.
- 1.7.** “Contractor” means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, Subrecipient, or a borrower. For purposes of FFATA reporting, Contractor is either a Subrecipient or a Vendor under this Contract.
- 1.8.** “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Also referred to as the “Transparency Act.”
- 1.9.** “Prime Recipient” means Adams County who receives federal funds directly from a Federal Agency in the form of an award in §1.1.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

- 1.10.** “Subrecipient” means a non-Federal Entity receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.11.** “**Supplemental Provisions**” means these Supplemental Provisions for Contracts, Grants, and Purchase Orders using Federal funds except those funds provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or Adams County.
- 1.12. Total Compensation**” means the cash and noncash dollar value earned by the executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following,
- 1.12.1.** Salary and bonus,
 - 1.12.2.** Awards of stock, stock options, and stock appreciation rights.
This amount shall equal the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments,
 - 1.12.3.** Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees,
 - 1.12.4.** Change in pension value, this amount shall equal the change in present value of defined benefit and actuarial pension plans,
 - 1.12.5.** Above-market earnings on deferred compensation which is not tax-qualified, and
 - 1.12.6.** Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

“Vendor” means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by Federal funds. A vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a vendor.

Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.

- 1.1. **CCR** - Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under this award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.
- 1.2. **DUNS** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update its information in Dun & Bradstreet at least annually after the initial registration, and more frequently if required by changes in its information.
2. **Total Compensation** – Contractor shall include total compensation in CCR for each of its five most highly compensated executives for the preceding completed fiscal year if:
 - 2.1. the total Federal funding authorized to date under this award is \$25,000 or more, and
 - 2.2. in the preceding fiscal year, Contractor received:
 - 2.2.1. 80 percent or more of its annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and
 - 2.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and
 - 2.3. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.
3. **Reporting.** Contractor shall include data elements in its CCR and report to its Prime Recipient Entity the data elements required in §7 if Contractor is a Subrecipient for the award types of grants, contracts, and cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a). No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Agreement price. The reporting requirements in §7 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor’s obligations under this Contract. Adams County may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor’s duty to comply with revised OMB reporting requirements.
4. **Effective Date and Dollar Threshold for Reporting** – The reporting requirements in §7 apply for new Federal grants, contracts, and cooperative agreements (except CRDA) as of October 1, 2010, if the initial award is \$25,000 or more.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

If the initial award is below \$25,000 but subsequent award modifications result in a total award of \$25,000 or more, the award is subject to the reporting requirements as of the date the award exceeds \$25,000.

If the initial award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

6. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 6.1 **To CCR.** A Subrecipient shall register in CCR and report the following data elements in CCR:
 - 6.1.1 Subrecipient DUNS Number
 - 6.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account
 - 6.1.3 Subrecipient Parent DUNS Number
 - 6.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District
 - 6.1.5 Subrecipient Officers' Names of top 5 highly compensated officials if the criteria in §4 are met.
 - 6.1.6 Subrecipient Officers' Total Compensation of top 5 highly compensated officials if criteria in §4 met.
7. **To Prime Contractor.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the contract, the following data elements:
 - 7.1.1 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
8. **Vendor.** There are no Transparency Act reporting requirements for vendors.
9. **Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Agreement and Adams County Government; Board of Commissioners may terminate the Agreement upon 30 days prior written notice if the default remains uncured five (5) calendar days following the notice period. This remedy will be in addition to any other remedy available to Adams County Government, Board of Commissioners under the Agreement, at law or in equity.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

American Recovery & Reinvestment Act (ARRA)

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds

and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government. Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions Adams County Government Invitation for Bid for HVAC Control System Replacement Services

A. Flow Down Requirement

Recipients must include these special terms and conditions in any sub award.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized --

- (1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant. Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers – Adams

County Government Invitation for Bid. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the Implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L.111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds. Adams County Government Invitation for Bid for HVAC Control System Replacement Services.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds obligated to this award are available for reimbursement of costs until thirty-six (36) months after the award date.

3. REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT

- (d) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (e) The reports are due no later than ten calendar days after each calendar quarter in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (f) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

4. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

*Special Note: Definitization of the Provisions entitled, —REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009|| and —REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS (COVERED UNDER INTERNATIONAL AGREEMENTS) – SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009|| will be done upon definition and review of final activities.

3. REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

- (a) *Definitions.* As used in this award term and condition—
 - (1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been— Adams County Government Invitation for Bid, HVAC Control System Replacement Services.
 - (i) Processed into a specific form and shape; or

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

(ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.* (1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows: To Be Determined

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

(i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;

(ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act .*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

(A) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability; Adams County Government Invitation for Bid, for the HVAC Control System Replacement Services

(F) Location of the project;

(G) Name and address of the proposed supplier; and

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

(H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

<u>Description</u>	<u>Unit of measure</u>	<u>Quantity</u>	<u>Cost (dollars)*</u>
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information. *Include all delivery costs to the construction site.

5. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant Adams County Government Invitation for Bid HVAC Control System Replacement Services covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating). (b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

6. RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 —Uniform Administrative Requirements for Grants and Agreements|| and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, —Audits of States, Local Governments, and Non-Profit Organizations,|| recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.

This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix —ARRA-|| in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

7. DAVIS-BACON WAGES (See attachment at the end of the solicitation)

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions. Recipient means the organization, individual, or other entity that receives an award from DOE and is financially accountable for the use of any DOE funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award. Subrecipient means the legal entity to which a subaward is made and which is accountable to the recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the Adams County Government Invitation for Bid HVAC Control System Replacement Service.

Davis-Bacon Act

(a) Definition.--"Site of the work"--

(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the award or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Adams County Government Invitation for Bid HVAC Control System Replacement Service.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Purchasing Manger shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Purchasing Manger shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the bidder and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. Adams County Government Agreement for a HVAC Control System Replacement Services.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

STATEMENT/SCOPE OF WORK/SPECIFICATIONS continued

Rates of Wages - Prior Approval for Proceeding with Davis-Bacon Construction Activities if the Recipient determines at any time that any construction, alteration, or repair activity as defined by 29 CFR 5.2(j) (<http://cfr.vlex.com/vid/5-2-definitions-19681309>) will be performed during the course of the project, the Recipient shall request approval from the Contracting Officer prior to commencing such work. If the Contracting Officer concurs with the Recipient's determination, the Recipient must receive Contracting Officer approval to proceed with such activity, and must comply with all applicable Davis-Bacon requirements, prior to commencing such work. A modification to the award which incorporates the appropriate Davis-Bacon wage rate determination(s) will constitute the Contracting Officer's approval to proceed. If the Contracting Officer does not concur with the Recipient's determination, the Contracting Officer will so notify the Recipient in writing.

8. INVOICE BILLING

Bidder must submit detailed invoice billing statements to the Project Manager within thirty (30) days of project completion.

9. SAFETY

The bidder shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. The requirement will apply continuously and not be limited to normal working hours.

10. BONDING REQUIREMENTS

A 5% Bid Bond is required with submittal of bid. The Bidder will be required to provide a Performance and Payment Bonds for 100% of the submitted bid after award. A sample copy of a performance and payment bond is attached at the end of this solicitation as **Attachment Five**.

11. HOURS OF WORK

The normal work hours at the site are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays. Access to the work site may be restricted to these hours and days. Request for work during other than normal hours must be coordinated and approved in advance by the Purchasing Department Manager.

12. TERM OF CONTRACT

The term of the contract is **sixty** (60) calendar days from date of issuance of the notice to proceed (NTP).

13. BASIS OF AWARD

Award will be made to the responsive, responsible bidder who submits the lowest reasonably price bid. Adams County Board of Commissioners reserves the right not to award bids to the lowest and most responsive and responsible bidder and may require new bids.

14. PLACE OF PERFORMANCE

The services required under this contract shall be provided at the locations outlined in the Statement of Work.

15. REQUIRED REPORTS

The bidder shall, at such times and in such forms as Adams County may require, furnish such reports concerning the status of the project, and such statements, certificates, approvals, copies, and other information relative to the project, as may be requested by Adams County. The bidder shall furnish Adams County, upon request, with copies of all documents and other materials prepared or developed in relation to or as part of the project.

16. LICENSES, PERMITS, Etc.

Bidder will represents and warrants that as of the Agreement effective date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Bidder warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform the awarded Agreement, without reimbursement by Adams County or other adjustment in the Agreement Funds. Additionally, all employees, agents, and subcontractors of Bidder performing services under the Agreement shall hold all required licenses or certifications, if any, to perform their responsibilities. Bidder, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for bidder to properly perform the terms under the Agreement is a material breach by bidder and will constitutes grounds for termination of the Agreement.

17. CLEAR AIR ACT

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

18. ENERGY POLICY AND CONSERVATION ACT

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

SPECIAL INSTRUCTIONS

19. INSURANCE

The bidder shall not commence work under this solicitation until they have submitted submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

The bidder will be required to procure and maintain, at his own expense and without cost to the County, the kinds and minimum amounts of insurance as follows:

- a. Comprehensive General Liability, in the amount of not less than \$1,000,000 per person and \$2,000,000 general aggregate. Coverage to include:
 - Premises
 - Products/Completed Operations
 - Broad Form Comprehensive, General Liability
 - Adams County shall be named as Additional Insured
- b. Comprehensive Automobile Liability, in the amount not less than \$1,000,000 dollars minimum combined coverage.
- c. Employers Liability and Workers' Compensation. The bidder shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work.
- d. Professional Liability, bidder shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.
- e. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- f. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- g. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- h. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

SPECIAL INSTRUCTIONS continued

- i. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the bidder shall promptly obtain a new policy, submit the same to the Purchasing Department of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the bidder to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the bidder in obtaining and/or maintaining any required insurance shall not relieve the bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the bidder concerning indemnification.

- j. Bidder shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate the agreement for Cause.

20. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED

5/13/08:Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

SPECIAL INSTRUCTIONS continued

The bidder shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

If the bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the bidder shall: notify the subcontractor and the County within three days that the bidder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The bidder shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If bidder violates this Section, of this Agreement, the County may terminate this agreement for breach of contract. If the agreement is so terminated, the bidder shall be liable for actual and consequential damages to the County.

21. All bids shall be enclosed in an envelope, sealed, and clearly labeled as follows:

BID DOCUMENTS

Name of Contractor

IFB Number and Name of Project

IFB Date and Time Due

22. Bidder should submit sealed bid in **one (1) original** and **NO** copies for consideration at the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, 1st Floor Reception desk, Brighton, Colorado, 80601, up to 2:00 p.m., March 7, 2012. The bid opening time shall be according to our clock at the Receptionist desk. Bids will be publicly opened and read aloud at this time. Bids may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company name, IFB number with name of project and time of bid opening. No bids will be accepted after the time and date established for the solicitation, except by written addenda.

SPECIAL INSTRUCTIONS continued

23. Issuance of this solicitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
24. Bidder shall submit pricing for this project on the **Attachment One: Bid Form-Price Schedule** following this section.
25. Complete materials list of all items proposed to be furnished or installed under the contract. Specifically outline those materials not supplied by the membrane supplier.
26. Signed CONTRACTOR'S CERTIFICATION OF COMPLIANCE (**Attachment Four**) following this section.
27. Review the sample contract for all the terms and conditions that will become a part of the awarded contract. Any questions regarding the contract terms and conditions, please contact the Purchasing Agent at 720.523.6053.
28. Bid must be signed and dated.
29. Whenever addenda(s) are required, they must be acknowledged on the bid form in the appropriate space so designated and returned with the bid.
30. Bids may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of bidder's name from the Vendor's List for a period of twelve (12) months from the date of this bid opening.
31. In submitting the bid, the bidder agrees that acceptance of any or all bids by the Purchasing Manager within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
 - The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
 - The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
 - The County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside with the Company name, IFB number with the name of project and time of bid opening.

SPECIAL INSTRUCTIONS continued

- In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
- Bid pricings must be furnished on the bid form as supplied by Adams County (**Attachment One Bid Form**). Failure to bid on the bid form provided may be cause for rejection of the bid. Bids must be furnished exclusive of taxes. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from bidders who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible bidder, and may require new bids.
 - The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
 - Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, telegram or facsimile machines are not acceptable.
 - Adams County is an Equal Opportunity Employer. Questions about this solicitation shall be referred to Heidi Casteel, Adams County Purchasing Agent, who may be reached by email at hcasteel@adcogov.org

**ATTACHMENT ONE
BID FORM
PRICE SCHEDULE**

Bidder shall furnish all facilities, labor, materials, equipment, and perform all work as specified on the bid Schedule and Specifications. The estimated quantities shown below are for evaluation purposes only.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Lump Sum</u>
3	Provide and install a new Honeywell/Tridium WEBS AX Energy Management system for replacement of an existing obsolete Energy management system for the Waymire Dome building. No Substitutions.	1 ea	\$ _____
4	DELL Opti-plex PC with Windows 7 pro, 4gig RAM, 20" Flat panel monitor & color printer.	1 ea	\$ _____
BID TOTAL \$			_____

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ATTACHMENT FOUR

LIST OF DOCUMENTS AND OTHER ATTACHMENTS (all listed attachments are at the end of this document)

ATTCH NO. TITLE

1. General Wage Decision No. CO120001, dated 01/27/2012
2. Bid Bond
3. Performance Bond
4. Payment Bond
5. List of Proposed Subcontractors
6. W-9 Form
5. Reference Request Form

DAVIS BACON WAGE DECISION

General Decision Number: CO120001 01/27/2012 CO1

Superseded General Decision Number: CO20100001

State: Colorado

Construction Type: Building

County: Adams County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	01/27/2012

ASBE0028-003 07/01/2010

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST
INSULATOR

(Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 30.23	11.53
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BRCO0007-001 01/01/2011

	Rates	Fringes
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BRICKLAYER.....	\$ 22.13	9.89
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CARP9901-001 05/01/2009

	Rates	Fringes
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CARPENTER.....	\$ 26.60	8.89
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ELEC0068-005 06/01/2011

	Rates	Fringes
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ELECTRICIAN

(Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones and Temperature Controls).....	\$ 31.60	12.52
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* ELEV0025-002 01/01/2012

	Rates	Fringes
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Elevator Constructor.....	\$ 39.34	23.535
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FOOTNOTE:

a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.

PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.

IRON0024-001 07/01/2011		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 23.80	10.91

LABO0578-001 05/01/2009		
	Rates	Fringes
Labor Common.....	\$ 16.52	6.84

PAIN0930-001 07/01/2011		
	Rates	Fringes
GLAZIER.....	\$ 27.95	7.10

PLAS0577-001 05/01/2010		
	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 24.60	10.10

PLUM0003-001 01/01/2012		
	Rates	Fringes
PLUMBER (Excluding HVAC work).....	\$ 32.68	11.44

* PLUM0208-001 01/01/2012		
	Rates	Fringes
PIPEFITTER (Including HVAC pipe).....	\$ 32.60	11.52

SHEE0009-001 01/01/2011		
	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 31.66	10.98

SUCO2001-001 12/20/2001		
	Rates	Fringes
Laborers: Brick Finisher/Tender.....	\$ 12.88	1.47

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ADAMS COUNTY GOVERNMENT

BID BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

(Name of Principal)

as Principal, and _____
(Name of Surety)

as Surety, are held and firmly bound unto Adams County Government, hereinafter called the "COUNTY", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20 ____ for

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written agreement with the COUNTY in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such agreement; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such agreement and give such bond within the time specified, if the Principal shall pay the COUNTY the difference between the amount specified in said bid and the amount for which the COUNTY may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

PRINCIPAL:

Signature

Name/Title

SURETY:

Signature

Name/Title

(Seal)

Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.

ADAMS COUNTY GOVERNMENT

PERFORMANCE BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the Adams County Government, hereinafter referred to as the "COUNTY", in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the _____ day of _____, 20____, entered into a written Agreement with the COUNTY for furnishing all materials, equipment, tools, superintendence, and other facilities and accessories for the construction of the County Agreement Number _____, in accordance with the Technical Specifications, Agreement Drawings all other Agreement Documents therefore which are incorporated by reference and made a part hereof, and are herein referred to as the Agreement.

NOW, THEREFORE, the condition of this performance bond is such that is the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Agreement, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Agreement, and
2. Pays the COUNTY all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in performance of the Contractor, expenses, costs and attorneys fees, that the COUNTY sustains resulting from any breach or default by the Contractor under the Agreement, then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its sub-contractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value receive, hereby stipulates and agrees that any and all changes in the Agreement or compliance or noncompliance with the formalities in the Agreement for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Agreement Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and Said Surety have executed these presents as of this _____ day of _____, 20_____.

ATTEST:

PRINCIPAL:

Signature

Name/Title

SURETY:

Signature

Name/Title

(Seal)

ADAMS COUNTY GOVERNMENT

PAYMENT BOND

Bond Number: _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____, a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Colorado, hereinafter referred to as "Surety", are held and firmly bound unto Adams County Government, a _____ Corporation of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of _____, Dollars (_____), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the above Contractor has on the _____ day of _____, 20_____, entered into a written agreement with the COUNTY for furnishing all labor, materials, tools, superintendence, and for other facilities and accessories for the construction of Agreement Number _____, in accordance with the Agreement Documents therefore which are incorporated by reference and made a part hereof, and are herein referred to as the Agreement.

NOW THEREFORE, the condition of this payment bond obligation such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its sub-contractors with labor and materials, rental of machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Agreement and shall indemnify and save harmless the COUNTY to the extent of any and all payments in connection with the carrying out of such Agreement which the COUNTY may be required to make under the law, that this obligation shall be null and void, otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that any and all changes in the Agreement Documents, which include the Agreement Drawings, and Technical Specifications, or compliance or non compliance with the formalities in the Agreement for making such changes shall not affect the Surety's obligations under this bond and the Surety here waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Agreement Documents.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this _____ day of _____, 20 _____.

ATTEST:

PRINCIPAL:

Signature

Name/Title

SURETY:

Signature

Name/Title

(Seal)

Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.

LIST OF PROPOSED SUB-CONTRACTORS

Bidder shall list below the name and business address of each subcontractor who will perform work or labor or provide service to the Bidder relating to this contract in an amount greater than one and one-half percent (1-1/2%) of the Bidder's total bid. Only one subcontractor for each portion of the work shall be listed.

If the bidder does not identify a subcontractor to perform portions of the work which could be subcontracted, the Contractor agrees not to subcontract such portions that exceed one and one half percent of the total bid amount until the Contractor has advised the Contracting Officer in writing of the reasons why the subcontractor was not listed in the bid.

If the bidder does not enter into a subcontract with a subcontractor listed below, the Contractor agrees not to subcontract any of the work assignment identified for the subcontractor until the Contractor has advised the Contracting Officer in writing of the reason why a different subcontractor is being used and has obtained the Contracting Officer's approval of the substitution.

SUBCONTRACTOR

Name: _____

Work Assignment: _____

Address: _____

Contact Person: _____

Telephone #: _____ **Dollar Value:** _____

SUBCONTRACTOR

Name: _____

Work Assignment: _____

Address: _____

Contact Person: _____

Telephone #: _____ **Dollar Value:** _____

SUBCONTRACTOR

Name: _____

Work Assignment: _____

Address: _____

Contact Person: _____

Telephone #: _____ **Dollar Value:** _____

SUBCONTRACTOR

Name: _____

Work Assignment: _____

Address: _____

Contact Person: _____

Telephone #: _____ **Dollar Value:** _____

SUBCONTRACTOR

Name: _____

Work Assignment: _____

Address: _____

Contact Person: _____

Telephone #: _____ **Dollar Value:** _____

(Duplicate this page if additional sheets are needed)

REFERENCE REQUEST FORM

Vendors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the vendor is currently furnishing or has, in the past, completed similar services for as specified in IFB 2012-008 scope of work:

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Note: Adams County reserves the right to contact any organization for which the Vendor has provided services, regardless of the Vendor's use of the organization as a reference.