PURCHASE OF SERVICE AGREEMENT 2014.032

THIS AGREEMENT ("Agreement") is made this 12th day of August 2014, 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 CG Construction, located at P.O. Box 338, Eastlake, Colorado 80614, 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 RFP 2014.032 and the Contractor's response to the RFP 2014.032 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A 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 the Contractor) to be performed by the Contractor. If the County requests such additional services, the 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, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. **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.

3. **TERM:**

   3.1. **Term of Agreement:** The Term of this Agreement shall be for one-year from the date of this Agreement.

   3.2. **Extension Option:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one-year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of two-hundred forty four thousand dollars and zero cents ($244,000.00).

   4.1. 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 that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **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.**

6. **NONDISCRIMINATION:**

6.1. **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. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **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.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: $1,000,000
8.1.2. General Aggregate: $2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
   8.4.1. Each Occurrence: $1,000,000
   8.4.2. This insurance requirement applies only to the 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.

8.5. **Adams County as “Additional Insured”:** The Contractor's commercial general liability, comprehensive automobile liability, and professional 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:
   8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
   8.5.2. 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.
   8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. **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.

8.7. **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.

8.8. **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.

9. **TERMINATION:**

9.1. **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.

9.2. **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.

10. **MUTUAL UNDERSTANDINGS:**

10.1. **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, Colorado.

10.2. **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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. 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).

10.3. **OSHA:** The Contractor 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 this agreement for cause.

10.4. **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.

10.5. **Assign Ability:** 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.

10.6. **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.
10.7. **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.

10.8. **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 an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**Department:** Adams County Facilities Operations Department  
**Contact:** Mike Goins, Facilities Operations Director  
**Address:** 4430 South Adams County Parkway  
**City, State, Zip:** Brighton, Colorado 80601  
**Phone:** 720.523.6303  
**E-mail:** mgoins@adcogov.org

**Department:** Adams County Purchasing  
**Contact:** Bethany Bonasera, Purchasing Agent II  
**Address:** 4430 South Adams County Parkway  
**City, State, Zip:** Brighton, Colorado 80601  
**Phone:** 720.523.6056  
**E-mail:** bbonasera@adcogov.org

**Department:** Adams County Attorney’s Office  
**Address:** 4430 South Adams County Parkway  
**City, State, Zip:** Brighton, Colorado 80601  
**Phone:** 720.523.6116

**Contractor:** CG Construction  
**Contact:** Richard Yakish, Proprietor  
**Address:** P.O Box 338  
**City, State, Zip:** Eastlake, Colorado 80614  
**Phone:** 303.421.6434  
**E-mail:** ryakish@cgconstruction.com

10.9. **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.

10.10. **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.

10.11. **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.
11. CHANGE ORDERS OR EXTENSIONS:

11.1. 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.

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

12. 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 May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

12.1. 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.

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

12.3. 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.

12.4. 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.

12.5. 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.

12.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. 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).

12.8. 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.

The remainder of this page is left blank intentionally.
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

[Signature] August 12, 2014
Chairman Date

CG Construction

[Signature] 7/28/2014
Signature Date

[Printed Name] [Title]
Richard L. Yakish Proprietor

Attest:
Karen Long, Clerk and Recorder
Deputy Clerk

Approved as to Form:
Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF )

STATE OF )SS.

Signed and sworn to before me this 29 day of July, 2014,

by

[Signature]

Notary Public

My commission expires on: 04-04-2018
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:

C G CONSTRUCTION CO.  
Company Name  

7/28/2014  
Date  

Signature  

RICHARD C YAKISLO  
Name (Print or Type)  

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.
Bid Bond

CONTRACTOR:
(Name, legal status and address)
CG CONSTRUCTION COMPANY
14571 Williams Street
Thornton, Colorado 80602

SURETY:
(Name, legal status and principal place
of business)
DEVELOPERS SURETY AND INDEMNITY COMPANY
P. O. Box 19725
Irvine, California 92623-9725

OWNER:
(Names, legal status and address)
ADAMS COUNTY BOARD OF COMMISSIONERS BY AND THROUGH ITS PURCHASING DIVISION
OF THE FINANCE DEPARTMENT, Adams County Government Center
4430 South Adams County Parkway, Fourth Floor. Brighton, Colorado 80601

BOND AMOUNT: Five Percent (5%) of the Total Amount of the Bid

PROJECT:
(Name, location or address, and Project number, if any)
Request for Proposal 2014.032
Strasburg Salt Structure
Strasburg, Colorado

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a Subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of May, 2014

By (Witness)

By (Witness)

By (Witness)

By (Witness)

CG CONSTRUCTION COMPANY

(Seal)

DEVELOPERS SURETY AND INDEMNITY COMPANY

(Seal)

By Cynthia M. Burnett, Attorney-in-Fact

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POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 9795, IRVINE, CA 92623 (949) 263-3100

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

*** Douglas J. Rothey, Cynthia M. Burnett, Alexander D. Rothey, jointly or severally***

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, its surety, bonds, undertakings and contracts of suretyship, giving and granting unto said Attorney(s)-in-Fact full power and authority so to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 1st day of January, 2008.

By ____________________________
Daniel Young, Vice-President

By ____________________________
Stephen T. Park, Senior Vice-President

State of California
County of Orange

On August 13th, 2008 before me, Jenny T.T. Nguyen, Notary Public

Name(s) of Signer(s)

Jenny T.T. Nguyen, Notary Public

Place Notary Seal Above

Who swore to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate:

This Certificate is executed in the City of Irvine, California, this 6th day of May, 2014

By ____________________________
Gregg Okruso, Assistant Secretary

ID:1438(Rev 11/09)
PROPOSAL FORM
RFP 2014.032 STRASBURG SALT/ SAND STRUCTURE

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 proposal is hereby submitted.

$244,000

Written Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1, 2, 3

If None, Please write NONE.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>CG CONSTRUCTION</td>
<td>May 6, 2014</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>P.O. BOX 338</td>
<td>Michael L. Yakish</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, Zip Code</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>EASTLAKE, CO. 80614</td>
<td>RICHARD L. YAKISH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County</th>
<th>Title</th>
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<tbody>
<tr>
<td>ADAMS</td>
<td>PROPRIETOR</td>
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<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
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</thead>
<tbody>
<tr>
<td>(303) 421-6454</td>
<td>(303) 431-4745</td>
</tr>
</tbody>
</table>

E-mail Address

ryakish@cgconstructioninc.com
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:

[Company Name]

[Signature]

Name (Print or Type)

[Title]

Date

Note: Registration for the E-Verify Program can be completed at: https://www.xis.dhs.com/employerregistration. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
**W-9**

**Request for Taxpayer Identification Number and Certification**

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

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return)</th>
<th>Richard L. Yakish / dba CG Construction Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name/disregarded entity name, if different from above</td>
<td>CG Construction Company</td>
</tr>
</tbody>
</table>

**Check appropriate box for federal tax classification:**
- [ ] Individual/sole proprietor
- [ ] C Corporation
- [ ] S Corporation
- [ ] Partnership
- [ ] Trust/estate
- [ ] Other (see instructions)

**Address (number, street, and apt. or suite no.)**
- P.O. Box 338
- City, state, and ZIP code
- Eastlake, CO 80614

**List account number(s) here (optional)**

**Part I: Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II: Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions:** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Signature of U.S. person**

**Date**

**General Instructions**

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

**Purpose of Form**

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

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

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

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

**Definition of a U.S. person for federal tax purposes:**

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

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

#### Similar Project Reference - Past 3 Years

<table>
<thead>
<tr>
<th>CG Job #</th>
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<tbody>
<tr>
<td>2823</td>
<td>Aurora Public Schools - Facilities Support ComplexAurora Public Schools - Const. &amp; Design</td>
<td>1369 Airport Blvd, Aurora, CO 80011 Mr. Robert &quot;Bob&quot; Barwic phone: (303) 326-2115 (ext 28617)</td>
<td>JVA, Incorporated 1319 Space Street Boulder, CO 80022 Mr. Howard McHenry phone: (303) 444-1951</td>
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<td>2830</td>
<td>Colorado School of MinesBoiler Enclosure Building / Design-Build</td>
<td>Colorado School of Mines 1318 Maple Street Golden, CO 80403 Mr. Gordon Thomson phone: (303) 273-3338</td>
<td>Roy E. Wooten &amp; Associates 7585 W. Arkansas Ave. #206 Lakewood, CO 80232 Mr. Roy Wooten, P.E. phone: (303) 980-8603</td>
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<td>1,974.15</td>
<td>177,371.15</td>
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<tr>
<td>2831</td>
<td>Jefferson County Open SpaceAuxiliary Office/Shop &amp; Storage BuildingsDesign-Build</td>
<td>Jefferson County Open Space 700 Jefferson County Parkway #100 Golden, CO 80401 Mr. Scott Timmons phone: (303) 271-5049 Mr. B.J. Ellison phone: (303) 271-5952</td>
<td>Rudd &amp; Associates Architects 8811 E. Hampden Ave. #206 Denver, CO 80231 Mr. Mike Rudd phone: (303) 632-6802</td>
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#### Additional Similar Projects Beyond 3 Year Period

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<tr>
<td>2766</td>
<td>Colorado Dept. of TransportationCameron Pass - 2 Bay Building</td>
<td>Colorado Dept. of Transportation 15285 S. Golden Road, Bldg 47 Golden, CO 80401 Ms. Anne Feiser-Olson phone: (303) 512-5522</td>
<td>Colorado Dept. of Transportation 15285 S. Golden Road, Bldg 47 Golden, CO 80401 Ms. Anne Feiser-Olson phone: (303) 512-5522</td>
<td>$266,000.00</td>
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<td>266,000.00</td>
<td>11/8/2013</td>
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<tr>
<td>2764</td>
<td>New Storage Building / Design-Build</td>
<td>Sundyne Corporation 14845 W. 64th Avenue Arvada, CO 80007 Mr. Gary Wessel phone: (303) 425-0800</td>
<td>Roy E. Wooten &amp; Associates 7585 W. Arkansas Ave. #206 Lakewood, CO 80232 Mr. Roy Wooten, P.E. phone: (303) 980-8603</td>
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<td>2730</td>
<td>OSTC Shop Building / Design-Assist</td>
<td>Boulder County Parks Dept. P.O. Box 471 Boulder, CO 80306 Mr. Brian Tewey phone: (303) 441-3857</td>
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<tr>
<td>2748</td>
<td>Supply (12) Sand Storage Buildings Design-Assist for 12 Buildings @ 12 Locations Pre-engineered Building Structures</td>
<td>Colorado Dept. of Transportation 15285 S. Golden Road, Bldg 47 Golden, CO 80401 Ms. Anne Feester-Olesen phone: (303) 512-5522</td>
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<td>$350,460.00</td>
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<td>330,460.00</td>
<td>6/15/2008</td>
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<tr>
<td>2732</td>
<td>Storage Building / Design-Build City of Thornton Storage Yard</td>
<td>City of Thornton, Colorado 9500 Civic Center Drive Thornton, CO 80229 Mr. Paul Spaccio phone: (303) 558-7647</td>
<td>Roy E. Wooten &amp; Associates 7585 W. Arkansas Ave. #206 Lakewood, CO 80228 Mr. Roy Wooten, P.E. phone: (303) 980-8603</td>
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</tr>
</tbody>
</table>
CHORD DEPTH
Optimum chord depth maximizes efficiency and provides a wide range of uses (conveyors, lighting, sprinklers, etc.).

BRIDGING
A very critical design element. For deep chord depths (greater than 18") X-Brace bridging is superior. All bridging is tubing.

RUB RAIL
Cold formed 6" C-channel and 1/4" thick mounting brackets make up the rub rail. Designed to handle the highest winds and prevent damage to cover at the leg transition.

CABLEING
All Span-tech buildings are initially designed without cabling. Cabling is then added in to provide extra bracing in high winds. With the exception of the end bay, the entire building is cabled - as opposed to individual bays. All turnbuckles are at ground level which allows for tightening cables without the need for lift equipment.

ON-CENTER DISTANCE
Closer on-center distance means less movement, reduced foundation requirements and more support for the fabric.

FOUNDATION
A proper foundation is important. It will provide less movement in the trusses and increase the longevity of the building and fabric.

WE WORK HARD AT DELIVERING....
SUPERIOR DESIGN WITH THE BEST VALUE
FABRIC

Options include polyvinyl chloride and polyethylene reinforced coated fabrics. Top coats (Amor-Kote, PVDF) increase the longevity of fabric and prevent mold and mildew. Color options on certain fabrics types include.

LEG DESIGN

Leg has a radius on the outside chord, critical in reducing movement in the cover and ensuring the cover stays tautened. Legs angled outward and full plate web gives superior stability compared to other leg designs.

STEEL FINISH

All hot dip galvanization is not the same. For corrosive environments, Span-Tech is one of the few manufacturers that galvanizes all welded assemblies AFTER fabrication. Please review "The Corrosive Environment" brochure for more information.

INSIDE CHORD KICK

The inside chord is kicked inward to give more usable space and to give our buildings a finished look.

BASE OPTIONS - We use heavy 3/8" steel for base angles and kick plates. Kick plates minimize outward pressure on anchors and spread the load against the wall.

<table>
<thead>
<tr>
<th>Concrete Ground</th>
<th>Concrete Wall</th>
<th>Steel</th>
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<tr>
<td><img src="image1" alt="Base Options" /></td>
<td><img src="image2" alt="Base Options" /></td>
<td><img src="image3" alt="Base Options" /></td>
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</table>

Note: 12" wide base angle shown. 8" used on certain buildings. Not all base options are available on all buildings.
CG Construction Company

Adams County Purchasing Department  
4430 South Adams County Parkway  
Brighton, CO 80601  
ATTN: Bethany Bonasera

RE: Strasburg Salt Structure  
RFP 2014.032

Dear Ms. Bonasera,

In response to your request for additional information, we are pleased to provide the following information. In addition, we have enclosed a list of Similar Projects with the contact information for each and our proposed construction schedule for this project.

CG Construction was formed in 1978 as a small general contractor and continues to provide general contracting services throughout the front range of Colorado. Our company has also been very active in the design-build and design-assist market over the past 10 years. We feel our longevity is directly attributable to providing the expertise and personal service our clients demand and deserve.

We have considerable experience building these type sand/salt storage structures with differing building enclosures. We consider ourselves to be well qualified with not only the concrete foundation portion of the project but also the concrete mix design characteristics required to provide a durable foundation and slab system. We are very familiar with the construction drawings and specifications provided for this project as should be evident by the RFI submission we provided prior to bid time. We pride ourselves in meeting the demands of our clients through personal involvement of our management team and accurate, realistic scheduling. Our subcontractors have been involved with us in similar projects and understand our commitment to schedule and cost containment. The following subcontractors are proposed for this project:

Blue Ribbon Concrete: This subcontractor has performed the majority of our concrete work over the past 8 years and has proven their commitment to quality workmanship and performance. We work closely with them to provide accurate layout and proper quality control.

Adept Electric: A small electrical subcontractor with a plethora of experience and a track record with us of over the past 10 years of providing quality on-time electrical installations.

Ground Engineering: We have worked with Ground Engineering on many projects in the past and will contract with them to perform the required proctors and all field/lab testing for this project.

Our proposed management/Construction team consists of the following personnel:

Rick Yakish – Project Manager / Purchasing: Rick has been a member of the CG Construction team since 1981. He began work as a carpenter and progressed through the company holding every position and is currently the sole proprietor.

Doug Wooten – Field Superintendent: Doug has been with CG Construction since 2011 and is very experienced in concrete and building construction. Before joining CG Construction Doug worked with his father at Roy E. Wooten & Associates Consulting Engineers designing and building in the front range of Colorado and Wyoming.
### Similar Project Reference - Past 3 Years

**May 5, 2014**

<table>
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<tr>
<th>CG Job#</th>
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<td>OSTC Shop Building / Design-Assist 5201 St. Vrain Rd. - Bldg 2 Longmont, CO 80503</td>
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