

## ***ADDENDUM NO. ONE***

### ***THORNTON WATER PROJECT – FIBER OPTIC INSTALLATION***

#### ***PROJECT NO. 12-777XFO***

#### ***CITY OF THORNTON, CO***

TO: Prospective Bidders and all others concerned

DATE: September 21, 2026

PURPOSE: To provide additional information and clarification to the solicitation documents for the above-referenced Project.

1. The following shall Add to, Modify, and/or Delete portions of the Project Manual and Drawings for the Project-noted above.
  - A. The Project Manual shall be modified as follows: regarding subcontractors and suppliers bidding on the project:
    - a. Prime contractors shall be responsible for ensuring that all subcontractors, applicable lower-tier subcontractors, and suppliers comply with the Non-Disclosure Agreement (“NDA”) requirements for protecting sensitive project information.
    - b. The Contractor shall promptly notify Thornton of any material changes in ownership, control, foreign involvement, or subcontractors that could affect the protection or handling of sensitive project information.
    - c. Thornton reserves the right to review and approve, or require additional information regarding, any subcontractor or lower-tier subcontractor that will have access to sensitive project information.
    - d. The Contractor shall ensure that all subcontractors, applicable lower-tier subcontractors, and suppliers sign Thornton’s NDA prior to providing project information to such third parties, and the prime contractor must provide the signed NDAs to the City upon submitting a bid. **Bidders shall include all NDA’s, including sub-tier contractors and suppliers with their Bid Proposals.**
    - e. A revised NDA is hereby issued and attached to this Addendum.

2. This Addendum becomes part of the Contract Documents. All other conditions and requirements of the Contract Documents will remain unchanged. Receipt of this Addendum must be acknowledged in the space provided on the Bid Proposal Form in the Project Manual.

***END OF ADDENDUM NO. ONE***

DocuSigned by:  
*Patrick Hinterberger*  
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9/21/2026

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Patrick Hinterberger  
Contracts Supervisor

Date

**City of Thornton**  
**Non-Disclosure Agreement**  
**TWP Fiber Optic Installation – Project No. 12-777XFO**  
**First Addendum**

\_\_\_\_\_(“**Bidder**”), understands that in the course of submitting a bid to the **City of Thornton (“Thornton”)** to perform work on **Project No. 12-777XFO** (the “**Project**”), Bidder and its employees will have access to certain non-public information belonging to Thornton, including confidential, private, and sensitive information related to Thornton’s critical infrastructure communications systems. In consideration of the potential business relationship with Thornton, Bidder agrees as follows.

**A. Definitions.**

For purposes of this Agreement is:

1. “**Confidential Information**” means all information that Bidder obtains or accesses in connection with submitting a bid for the Project. Confidential Information includes, but is not limited to:
  - a. Information designated as confidential or sensitive by Thornton;
  - b. Information related to the design, architecture, configuration, operation, maintenance, or security of Thornton’s critical infrastructure systems, including communications systems, water systems, and industrial control systems;
  - c. Network diagrams, system schematics, configurations, access credentials, encryption keys, standards and specifications, and authentication information;
  - d. Security protocols, vulnerability assessments, risk assessments, and incident response procedures;
  - e. Technical documentation, software, data, and system logs; and
  - f. Any information that a reasonable person would understand to be sensitive or security related.

**2. Use Restriction.** Bidder shall:

- a. Use Confidential Information solely for purposes of preparing and submitting a bid to Thornton to work on the Project;
- b. Not disclose Confidential Information to any third party without prior written authorization from Thornton, except that Bidder may disclose Confidential Information to subcontractors so long as Bidder ensures that such subcontractors execute this Agreement prior to disclosing Confidential Information per the bid requirements; and
- c. Restrict access to Confidential Information to personnel with a legitimate need to know.

**B. Safeguarding Obligations.**

Bidder shall implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Confidential Information from unauthorized access, disclosure, alteration, or destruction using at least the degree of care it uses to protect its most sensitive information and no less than a commercially reasonable degree of care. Bidder shall:

1. Control credentials and access to Confidential Information;
2. Encrypt of sensitive data where appropriate;
3. Not download, copy, screenshot, photograph, transmit, upload to external storage, or input Non-Public Information into any unauthorized system, including personal devices or third-party platforms;
4. Protect Confidential Information against malware and unauthorized intrusion; and
5. Use secure storage and disposal practices.

**C. Incident Reporting.** Bidder shall notify Thornton in writing within 24 hours of discovering any actual or suspected unauthorized access, disclosure, loss, or cybersecurity incident involving Confidential Information. Bidder shall cooperate fully with Thornton in investigating and remediating any such incident.

**D. Return or Destruction.** Upon request by Thornton, upon conclusion of the bidding process, or upon conclusion of Bidder's work on the Project, Bidder shall promptly return or permanently delete all Confidential Information in Bidder's possession or control and certify such return or destruction in writing.

**E. No Ownership Rights.** All Confidential Information remains the exclusive property of Thornton. No license or ownership rights are granted except as necessary to perform the agreement.

**F. Public Records.** Bidder acknowledges that Thornton is subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S., however, it is assumed that the Confidential Information is exempt from disclosure pursuant to § 24-72-204(2)(a)(VIII).

**G. Legal Disclosure.** If Bidder is legally required to disclose Confidential Information, Bidder shall provide prompt written notice to Thornton (unless prohibited by law) to allow Thornton to seek protective relief.

**H. No Ownership Rights.** All Confidential Information remains the exclusive property of Thornton. No ownership or license rights are granted to me except as necessary to perform authorized duties.

- I. **Acknowledgment of Critical Infrastructure Sensitivity.** Bidder acknowledges that unauthorized disclosure of information related to Thornton's critical infrastructure systems could jeopardize public safety and critical infrastructure security.
- J. **Survival.** The obligations under this Agreement shall survive termination or expiration of the Project and shall continue for so long as the Confidential Information remains confidential or protected by law.
- K. **Governmental Immunity:** Nothing herein shall be deemed or construed as a waiver of any of the protections to which Thornton may be entitled pursuant to the Colorado Governmental Immunity Act, as amended, or to limit in any way governmental immunity and other limited liability statutes for the protection of Thornton.
- L. **Governing Law.** Without regard to conflict of law provisions, this Agreement is governed by and will be construed in accordance with the laws of the State of Colorado and be subject to the exclusive jurisdiction of the state and federal courts in or nearest to Adams County, in the State of Colorado in relation to all matters pertaining to or arising out of this Agreement.

Bidder: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 593DA7FB-8147-8559-819E-6083F7A1A950

Status: Completed

Subject: Complete with Docusign: 12-777XFO Addend No1 9-21-26.pdf

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Patrick Hinterberger

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9500 Civic Center Drive

Envelopeld Stamping: Disabled

Thornton, CO 80229

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Patrick.Hinterberger@ThorntonCO.gov

## Signer Events

Patrick Hinterberger

Patrick.Hinterberger@ThorntonCO.gov

Sr. Contract Administrator

SHI OBO City of Thornton

Security Level: Email, Account Authentication  
(None)

## Signature

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*Patrick Hinterberger*  
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Freeform Signing

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

9/21/2026 3:36:36 PM

Certified Delivered

Security Checked

9/21/2026 3:36:43 PM

Signing Complete

Security Checked

9/21/2026 3:37:00 PM

Completed

Security Checked

9/21/2026 3:37:00 PM

## Payment Events

## Status

## Timestamps