

TELECOMMUNICATIONS SERVICES AGREEMENT

THIS TELECOMMUNICATIONS SERVICE AGREEMENT (the "Agreement") is made and entered into this 1 July 2022 (the "Effective Date") by and between Digital Technology Solutions Inc. DBA DTS Fiber (DTS) ("the Provider), a company having an address at:

1625 Highway 88 STE 404
Minden, NV 89423
Phone Number: 888-742-8050//775-552-3611//775-552-3612

and WASHOE COUNTY, NEVADA, a political subdivision of the State of Nevada having an address at:

Administration location:
Washoe County Library
301 S Center Street
Reno, NV 89501

Physical location:
Washoe County Library
555 E Sunset Blvd
Gerlach, NV 89412 ("the Customer").

Provider and Customer collectively referred to herein as the "Parties".

WITNESSETH

WHEREAS, Customer desires to have certain telecommunication services (the "Service(s)"), as described more fully in Exhibit A, by means of Fiber installation made available from Nixon Telecom building, 208 Capital Hill Rd Nixon NV 89424 to the Gerlach Library, **555 East Sunset Boulevard, Gerlach, NV 89412 (the Z location) to the Lumen Data Center at 220 Gardner Street Reno, NV which is the point from which DTS will provide the Gerlach Library with Internet Service.**

WHEREAS, Provider desires to provide Service as described more fully in Exhibit A, by installation of Fiber & Equipment.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Initial Service Date** - The Initial Service Date shall be the first date any Service ordered under this Agreement is delivered by Provider at any one or more of the multiple locations identified in Exhibit A. The Initial Service Date will be confirmed in writing by Provider (see the sample Service Acceptance Certificate provided herein).
2. **Term**- The initial term of this Agreement shall be for 84 months beginning as of the Initial Service Date (the "Initial Term"). **This Agreement may be renewed for up to three (3) one-year terms** by written amendment to this Agreement duly executed by the Parties. The Customer, with approval of E-Rate funding,

may extend this contract annually, not to exceed 3 years by a written amendment to this Agreement duly executed by the Parties.

ARTICLE I - THE PREMISES AND ITS USE

1. The Provider hereby agrees to engineer, procure, and construct "Entire Fiber" from Nixon, NV to Gerlach, NV. The "Entire Fiber" shall include **up to 12 strands** defined as "Dedicated Customer Fiber" **to be used only to supply services to the Gerlach Library**, and 36 strands for the installation and operation of a defined as "Provider Fiber". This fiber shall be used to provide Lit services to the Washoe County Gerlach Library, located at 555 E Sunset Blvd. Gerlach, NV 89412. This site may include but not limited to the installation of fiber optic equipment, multiplexers, servers and network equipment, data acquisition and control devices, Remote Weather Information Systems (RWIS), emergency power systems, Uninterrupted Power sources and battery systems. This location on site shall provide air conditioning and environmental control for the protection of equipment listed above.

DTS shall occupy space in the Washoe County Gerlach library for the placement of its equipment. DTS shall be responsible for reimbursing Washoe County for any DTS caused unrepaired damages that occur during the installation and occupancy of this space. DTS shall be responsible for recording and submitting to the County photos of the pre-installation condition of the space occupied by DTS equipment.

2. Construction Phase: There is significant construction activity Installation included in the provisioning of this service. The Provider will meet the standards of construction outlined in the construction standards Exhibit C and will provide the Customer with monthly meetings and bi-weekly progress reports to update on construction progress. Deliverables will be required prior to milestone payment delivery; All Deliverable must be approved prior to payment authorization.

Construction progress reports shall include a summary of:

- a. Bi-weekly Progress reports according the construction timeline established in Exhibit E
- b. Bi-weekly Progress reports according the Construction standards in Exhibit C

3. Access: Customer shall provide to Provider the names of the Authorized Personnel to be granted the key for access or lock changes at the site. Customer personnel or contractors shall only access the site during construction of the proposed Fiber installation; for preventative maintenance as necessary; or for emergency communication repairs.

4. Customer Equipment and Facilities - Customer shall undertake all necessary preparations to comply with Provider's installation instructions. If Customer signed off on acceptance of installation of all equipment and is not ready to accept Provider's Services forty-five (45) days after the Planned Service Date, Provider may begin billing Customer MRCs using the Planned Service Date as the Service Date. Customer is solely responsible for ensuring that any related equipment owned by Customer has the minimum hardware and operating system requirements necessary to receive Service. In the event, that any Customer Equipment is purchased by Customer under this Agreement, as may be described in Exhibit A, such equipment is Customer Equipment. Customer is responsible for the use, compatibility and maintenance of all Customer Equipment.

5. Local Exchange Carriers and Letter of Agency (LOA) - Customer will cooperate fully with Provider in working with Local Exchange Carriers and others for the provisioning of local access required as part of the Provider Services.

6. Service Access Security- Customer shall be responsible for user access security, such as control over users of the service. Provider provides no user access security with respect to any of its customers or facilities of others connected to the internet.

ARTICLE II - TERM OF SERVICE

1. Provider hereby agrees to provide services unto Customer with the term of said Agreement commencing upon the date of Customer's receipt of Service Acceptance Certificate.
2. The initial term of this Agreement shall be for 84 months beginning as of the Initial Service Date (the "Initial Term"). Customer request access and availability to fiber for the life of the defined asset. The Customer, with approval of E-Rate funding, may extend this contract annually, not to exceed **3 one-year terms** by a written amendment to this Agreement duly executed by the Parties.

ARTICLE III – PARTIES RESPONSIBILITIES

1. Responsibilities of Provider - Provider shall provide Customer with Services, as set forth in Exhibit A, for the locations specified in Exhibit A. Customer shall accommodate any special requirement(s) specified within Exhibit B. To facilitate Service, Provider shall install all purchased equipment and fiber, (the "Customer Equipment"), at the locations identified in Exhibit A
2. Responsibilities of Customer- Customer agrees to provide or obtain any permission or consent required for Provider to access the Customer locations identified in Exhibit A, at no cost to Provider, for the purposes of (i) installing, maintaining, troubleshooting and removing Provider Equipment necessary to provide Service and (ii) fulfilling any special requirements as outlined in Exhibit B. Customer is solely responsible for ensuring that its equipment ("Customer Equipment") has the minimum hardware and operating system requirements necessary to receive Service. Customer shall execute and deliver to the Provider a Service Acceptance Certificate in the form attached hereto as Exhibit D upon the completion of the installation and initiation of Services at each location identified in Exhibit A. If Customer does not sign the Service Acceptance Certificate or respond to Provider within seven (7) business days from the date. Customer agrees to immediately notify Provider if Provider's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used. Customer shall have access to the asset defined as Customer Fiber.
3. Permitting and Landlord Approval- Customer will make best attempt to facilitate coordination of required permits. Provider responsible for acquiring all permits necessary for the completion of installation and construction. Customer to provide Notice to Proceed and/or approval for the installation of Provider Equipment on property not owned by Customer or property subject to any restriction or building code provision requiring a building permit for the installation of Provider Equipment. Provider and Customer shall use best efforts to obtain such required permits and/or approval.

ARTICLE IV COMPLIANCE WITH THE LAW

1. The parties shall comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of the City, County, State and Federal governments, applicable to the premises, including but not limited to OSHA, The Americans with Disabilities Act of 1990 (ADA) set forth in 42 U.S.C. Section 12101 through 12213 and 47 U.S.C. Sections 225.611, at *Provider's* sole cost and expense.

ARTICLE IV – INVOICES AND PAYMENTS

1. Customer is responsible **the portion of** the monthly recurring charges ("MRC"), **not reimbursed by the Federal E-rate Program. Customer's responsibility begins** upon the completion of installation and construction of "Entire Fiber" and "Electronic Equipment" from Nixon to Gerlach where installation is complete and accepted with Service fully operational identified in Exhibit A as documented by the Service Accepted Certificate.
2. Billing for MRC will commence when Service is fully operational and activated at each milestone.
3. NRC Invoices for Equipment/Mobilization in two payments
 - a. First Payment is 50% Customer Equipment defined in Customer approved Bill of Material.
 - b. Second Payment (50%) issued upon receipt and inventory of all equipment.
4. The Customer will be invoiced for the services to be provided two weeks prior to the first of the month. Payment is due forty-five (45) days after the monthly billing cycle (1st of every month). Payments received more than forty-five (45) days after billing cycle are subject to a late fee not to exceed one-and-one-half percent (1 ½%). Not receiving an invoice on any given aforementioned payments, Customer may only dispute changes that Customer believes are results of a billing error or a reported problem relating to Delinquent accounts are accounts for which payment is forty-five (45) days past due.

ARTICLE V – CONSTRUCTION, REPAIR AND MAINTENANCE

1. Provider agrees to be responsible for all replacements and or repairs of electronic equipment.
2. DTS shall occupy space in the Washoe County Gerlach library for the placement of its equipment. DTS shall be responsible for reimbursing Washoe County for any DTS caused unrepaired damages that occur during the installation and occupancy of this space. DTS shall be responsible for recording and submitting to the County photos of the pre-installation condition of the space occupied by DTS equipment.

ARTICLE VI - INTERFERENCE

1. In the event of any interference that occurs after installation and approval of Service Accepted Certificate, the parties agree that Provider shall be responsible for identification and resolution of the interference. If any resolution is not economically feasible, as determined by the Provider, the Provider may opt to sell Entire Fiber to Customer at a rate determined by the remaining depreciable asset value as determined Generally Accepted Accounting Practices (GAAP).

ARTICLE VII - LIABILITY AND INDEMNIFICATION

1. Provider shall be liable for any damage to Customer's equipment on account of criminal burglary, vandalism, power failure, lack of heat, weather conditions, natural and man-made phenomena such as "skip" interference, power line or ignition noise, and co-channel interference, so long as the cause for such activity is not attributable to Provider's negligence.
2. To the fullest extent permitted by law, the Provider shall indemnify, hold harmless and defend the County of Washoe, any of its departments, divisions, agencies, officers, and or employees from and against all liability, claims, actions, damages, losses and expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, omission, act and or negligence of the Provider or any person employed by the Provider, or any others for whose acts the Provider is legally liable. The sums shall include, in the event of any claim and or action, the amount of judgment, court costs, expenses of litigation, expert witness fees and reasonable attorney's fees.

ARTICLE VIII – INSURANCE (Refer to Exhibit G)

1. The provider will provide insurance on all stored equipment prior to installation.
2. The Provider shall furnish the Customer with an Endorsement and Certificate of General Liability and Property Damage Insurance, evidencing insurance coverage having a single limit of One Million Dollars and No/100 (\$1,000,000.00) and naming the Customer as an additional insured and shall maintain such insurance for the entire period of the Agreement. The Provider shall provide the Customer with thirty (30) days advance written notice of any modification or cancellation of said policy.

The Provider shall provide the Customer with said Endorsement and Certificate evidencing such insurance, within thirty (30) days of the effective date of this Agreement.

ARTICLE IX - CHOICE OF LAW AND FORUM

THIS AGREEMENT SHALL BE CONSTRUED AND THE LEGAL RELATIONS BETWEEN THE PARTIES DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF NEVADA, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY DISPUTE HEREUNDER REQUIRING JUDICIAL RESOLUTION SHALL ONLY BE MADE THE SUBJECT OF AN ACTION BROUGHT IN A COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE COUNTY OF WASHOE IN THE STATE OF NEVADA, AND THE PARTIES EACH ACCEPT THE EXCLUSIVE JURISDICTION OF SUCH COURTS.

ARTICLE X - NOTICE OF CLAIM

1. Customer shall serve the Provider with written notice of any third-party claim, suit and or legal action which may affect the Parties. Provider shall have the right to defend and compromise the actual or pending claim, suit and or legal action and Customer shall indemnify the Provider against all liability, actions, damages, losses and expenses, including but not limited to reasonable attorney's fees and costs arising out of the Parties' defense and compromise of such actual or pending claims, suits and or legal actions, to the fullest extent authorized under the terms of this Agreement.
2. Provider shall serve Customer with written notice of any third-party claim, suit and or legal action which may affect the Parties.

ARTICLE XI - OPTION TO RENEW

1. Following the Seven Year term of the Customer Fiber Agreement set forth in Article II above, this Agreement shall include **three (3) optional one-year renewals**, under the same terms and

conditions set forth in this Agreement, on the anniversary of the commencement date of this Agreement, unless Customer delivers written notice of non-renewal to Provider at least sixty (60) days prior to said anniversary date. The rental amount paid by Customer to Provider for service each renewal year shall be increased in the same manner as described in Article IV above.

ARTICLE XII - NOTICES

1. Except as otherwise provided for within this Agreement, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the address set forth below:

For Customer:
Washoe County
ATTN: Jeff Scott, Library Director
P.O. Box 11130
Reno, Nevada 89520
And: Washoe County
ATTN: Telecommunications Manager
P.O. Box 11130
Reno, Nevada 89520

For Provider:
Digital Technology Solutions Inc. DBA DTS Fiber
1625 Highway 88 STE 404
Minden, NV 89423
Phone Number: 888-742-8050//775-552-3611//775-552-3612

ARTICLE XIII- PAYMENT OF TAXES

1. For all invoices, Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges, imposed on or based upon the provision, sale or use of the Provider Services, unless Customer is tax exempt (in which case Provider shall provide documentation of such status as may be reasonably requested by Provider).

ARTICLE XIV - TERMINATION, BREACH AND DEFAULT

I. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted and otherwise made available by the Board of County Commissioners. The Provider may terminate this Agreement immediately upon service of written notice, or any date specified therein, if for any reason the Customers' funding is not appropriated or is withdrawn, limited or impaired. In the event of such a termination, the Provider waives any and all claims for damages.

2. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

3. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and the prevailing party's attorney's fees and costs.

4. The parties agree that upon termination of this Agreement due to lack of Customer funding; the Customer will peaceably and quietly leave, surrender and yield up to the Provider the Customer Asset in good order and in the same condition as delivered to the Customer, ordinary wear and tear and damage caused by earthquake, fire, public calamity, the elements and or the act of God.

5. Termination with Cause for Breach. The failure by Customer to make any payment, or the failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after forty-five (45) days written notice of such default shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default (other than the payment of money) is such that more than forty-five (45) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the forty-five (45) day period and thereafter diligently prosecutes such cure to completion. Upon default, the non-defaulting party may pursue all remedies available under Nevada law, including termination of the Agreement and recovery of all damages caused by such default. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds including, but not limited to, the following:

- a. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or
- b. If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- c. If Contractor becomes insolvent, subject to receivership, or becomes in voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; Such case the Provider/Contractor shall relinquish ownership of the Entire 48 count Fiber asset to Customer. Customer may have to pay additional cost associated with additional strands within the Provider Fiber at an agreed upon cost, adjudicated through Bankruptcy court. or
- d. If the County materially breaches any material duty under this Agreement and any such breach impairs the Contractor's ability to perform; or
- e. It is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or
- f. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Agreement

6. Winding Up Affairs Upon Termination. In the event of termination of this Agreement for any reason, the parties agree that the provisions of this section survive termination:

- a. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Agreement. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.

b. **Provider** shall satisfactorily complete work in progress at the agreed rate, or a pro rata basis, if necessary, if so, requested by County.

c. **Provider** shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so, requested by the Customer.

d. **Provider** shall preserve, protect and promptly deliver into Customer possession all proprietary information.

e. **Provider** shall inform County, with at least 30 days' notice, if it intends to sell or abandon the fiber during the construction phase or after completion of construction of the fiber. The County shall work within the rules of the FCC E-rate program to determine the process for the County to assume full ownership of the fiber in the case of abandonment. Or in the case of sale or abandonment, where a Successor Owner to the Contractor is named, to ensure the Successor Owner adheres to the terms and conditions of this agreement.

f. Notwithstanding the above, **Provider** shall not be relieved of any liability to the Customer for damages sustained by the Customer by virtue of any breach of this Agreement by the **Provider**, and the Customer may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Customer from the **Provider** may be determined.

7. Equipment- Customer hereby acknowledges and agrees that any electronic equipment used by Provider to provide Services ("Provider Equipment") shall remain the sole property of Provider and shall not be removed or replaced by Customer without Provider's written approval. Fiber asset is defined separate from equipment. 12 Strands of Fibers, **owned by the provider**, shall be dedicated to the Customer ("Dedicated Customer Fiber"), "Provider Fiber" will be defined as remaining 36 strands on the ("Entire Fiber") 48 count Fiber Asset **which is entirely owned by the provider**. Upon the termination of this agreement for any reason, Provider shall have the right, and Customer shall afford Provider reasonable access to its facilities, to remove any Provider Equipment from Customer's premises if any is installed.

ARTICLE XV – CONFIDENTIALITY/NON-DISCLOSURE

a) Each party expressly undertakes to retain in confidence and not to disclose any or all information and know-how, in whatever form transmitted, including, but not limited to, information concerning either Party's past, present and future business affairs, business plans, operations or systems of such party ("Disclosing Party") or another party whose information the Disclosing Party has in its possession under obligations of confidentiality, disclosed in any way to it (the "Receiving Party") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Receiving Party shall treat the Confidential Information with the same degree of care it treats its own confidential information, and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein; (b) the Receiving Party shall have no obligation to maintain the confidentiality of information that: (i) it received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party; (ii) the Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or (iii) is independently developed by the Receiving Party; (c) except as otherwise provided, the Receiving Party shall not disclose, disseminate, distribute or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission; (d) The parties agree that a breach of the terms

of this Section would result in irreparable injury to the Disclosing Party for which a remedy in damages would be inadequate. The parties agree that in the event of such breach or threatened breach, the Disclosing Party shall be entitled to an injunction to prevent the breach or threatened breach, in addition to remedies otherwise available for such specific performance or injunctive relief, that the Disclosing Party has an adequate remedy at law.

ARTICLE XVI- SURVIVAL

The provisions of this Agreement which by their nature are intended to survive the termination of this Agreement shall survive termination of this Agreement and any permitted assignment of this Agreement. Upon termination of this Agreement, the terms, and conditions of Section XV (Confidentiality) shall continue in effect for a period of two (2) years **beyond the final service date.**

ARTICLE XVII- MISCELLANEOUS

1. All covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and successors, as the case may be, of the respective parties.

2. It is agreed to by and between the parties that the Customer, upon keeping and performing the covenants herein contained, shall at all times during said Agreement peaceably and quietly have, hold and enjoy the Customer Fiber without suit, trouble or hindrance from the Provider, provided, however, and it is further agreed, the Customer will perform and fulfill each and every condition and covenant contained herein, unless such performance is excused.

3. Provider shall hold harmless, indemnify and defend Customer from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent acts or omissions of the Provider, its agents or employees, in connection with the ownership of the premises and the real property upon which they are located and the Provider's duties and responsibilities pursuant to this Agreement.

4. Pursuant to Nevada Revised Statutes Chapter 41, and without waiving any provisions thereof, Customer shall hold harmless, indemnify and defend Provider from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Customers, its agents, contractors or employees, arising out of the Services and the Customer's duties and responsibilities pursuant to this Agreement.

5. Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. It is understood and agreed to by the parties hereto that a change in tenants from one government agency to another shall not constitute an assignment or subletting.

6. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement.

7. As used herein, the terms "Customer" and "Provider" shall include the plural as well as the singular and the feminine as well as the masculine.

8. This Agreement and its attached exhibits constitute the entire agreement of the parties, and such is intended as a complete and exclusive statement of the promises, representations,

negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof.

Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of the Agreement. Unless otherwise expressly authorized by the terms of the Agreement, no modification or amendment to the Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

9. The effective date of this Agreement shall be the last date of the signatories shown below. IN WITNESS WHEREOF, the Customer has signed, and the Provider has caused its name to be signed, hereon on the date first written above.

Washoe County Board of County Commissioners:

Name: _____

Title: _____

Signed: _____ **Date:** _____

Customer: Jeff Scott _____

Title: Library Director _____

Signed: _____ **Date:** _____

Company: Digital Technology Solutions Inc. DBA (DTS)

Name: Jonathan Young _____

Title: _____

Signed: _____ **Date:** _____

Exhibit A-

DEFINED SERVICES

a. **Service Definition:** Leased Lit Fiber (with Internet Access)

This is a connection through which the Customer library gains access to the Commodity Internet and upgradable through the term of the contract. Note: Any service upgrades does NOT extend the term of the contract.

Service Address	Bandwidth Level *	Monthly Recurring Cost (84 Month Term)	One Time Special Construction Costs	Other One-time Costs
555 E Sunset Blvd Gerlach, NV 89412	100Mbps	\$1,049.00	\$2,397,884.83	NA
555 E Sunset Blvd Gerlach, NV 89412	200Mbps	\$1,249.00	\$2,397,884.83	NA
555 E Sunset Blvd Gerlach, NV 89412	500Mbps	\$1,349.00	\$2,397,884.83	NA
555 E Sunset Blvd Gerlach, NV 89412	1Gbps	\$1,475.00	\$2,397,884.83	NA

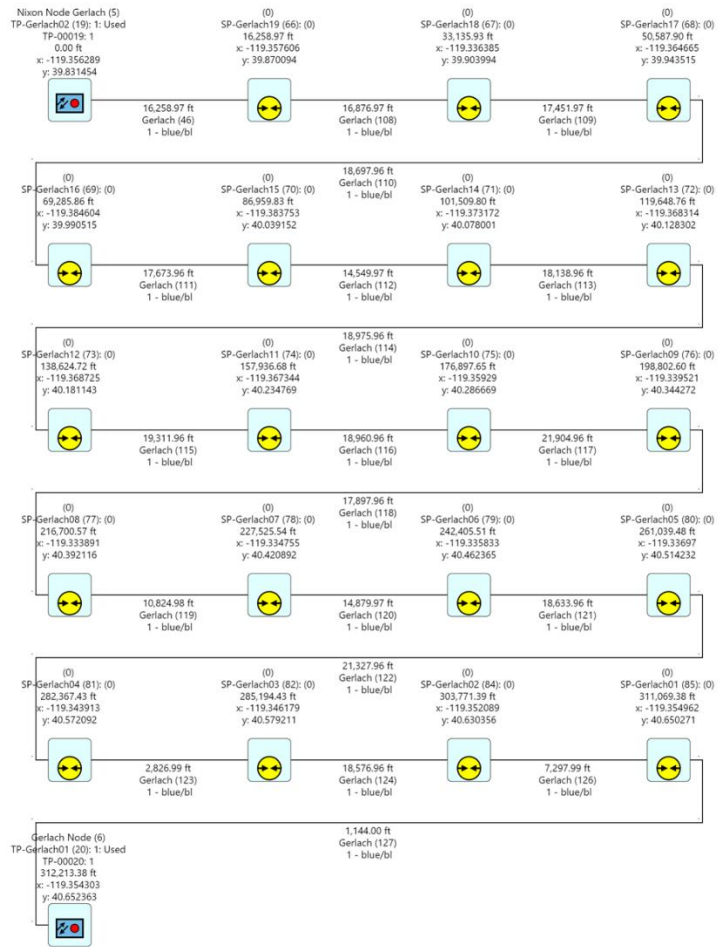
Note: *Bandwidth: all equipment (fiber, switches, etc.) must be scalable to support 100Mbps up to 1 Gbps bandwidth for the customer to upgrade service as needed. Therefore, all equipment should be able to support the highest speed mentioned in the cost structure chart.

b. Installation of 12 Strand Fiber **owned by the Provider but used to provide the fully managed lit service to the library.** Customer Fiber will follow the Route Schematic Nixon to Gerlach Below is an image showing patch panel and spice point locations and distance.

- a. TP- Gerlach02 (19): 1:
 - i. Distance: 0 FT
 - ii. Lat: 39.831454 N
 - iii. Long: -119.356289 W
- b. SP-Gerlach19 (66): (0)
 - i. Distance: 16,258.97 FT
 - ii. Lat: 39.870094 N
 - iii. Long: -119.357606 W
- c. SP-Gerlach18 (67): (0)
 - i. Distance: 33,135.93 FT
 - ii. Lat: 39.903994 N
 - iii. Long: -119.336385 W
- d. SP-Gerlach17 (68): (0)
 - i. Distance: 50,587.90FT
 - ii. Lat: 39.943515 N
 - iii. Long: -119.364665

- e. SP-Gerlach16 (69): (0)
 - i. Distance 69,285.86 FT
 - ii. Lat: 39.990515 N
 - iii. Long: -119.38460 W
- f. SP-Gerlach15 (70): (0):
 - i. Distance: 86,959.83 FT
 - ii. Lat: 40.039152 N
 - iii. Long: -119383753 W
- g. SP-Gerlach14 (71): (0) MILESTONE DELIVERABLE*
 - i. Distance 101,509.80 FT
 - ii. Lat: 40.078001 N
 - iii. Long: -119.373172 W
- h. SP-Gerlach13 (72): (0)
 - i. Distance 119,648.76 FT
 - ii. Lat: 40.128302 N
 - iii. Long: -119.368314 W
- i. SP-Gerlach12 (73): (0)
 - i. Distance 138,624.72 FT
 - ii. Lat: 40.181143 N
 - iii. Long: -119368725 W
- j. SP-Gerlach11 (74): (0)
 - i. Distance 157,936.68 FT
 - ii. Lat: 40.234769 N
 - iii. Long: -119367344 W
- k. SP-Gerlach10 (75): (0)
 - i. Distance 176,897.65 FT
 - ii. Lat:40.266669 N
 - iii. Long: -119.35929 W
- l. SP-Gerlach09 (76): (0)
 - i. Distance 198,802.60 FT
 - ii. Lat: 40.344272 N
 - iii. Long: -119.339521 W
- m. SP-Gerlach08 (77): (0)
 - i. Distance 216,700.57 FT
 - ii. Lat: 40.392116 N
 - iii. Long: -119.333891 W
- n. SP-Gerlach07 (78): (0) MILESTONE DELIVERABLE*
 - i. Distance 227,525.54 FT
 - ii. Lat: 40.420892 N
 - iii. Long: -119.334755 W
- o. SP-Gerlach06 (79): (0)
 - i. Distance 242,405.51 FT
 - ii. Lat: 40.462365 N
 - iii. Long: -119.335633 W
- p. SP-Gerlach05 (80): (0)
 - i. Distance 261,039.48 FT
 - ii. Lat: 40.514232 N
 - iii. Long: -119.33697 W
- q. SP-Gerlach04 (81): (0)

- i. Distance 282,367.43 FT
 - ii. Lat:40.572092 N
 - iii. Long: -119.343913 W
- r. SP-Gerlach03 (82): (0)
 - i. Distance 285,194.43 FT
 - ii. Lat: 40.579211 N
 - iii. Long:-119.346179
- s. SP-Gerlach02 (84): (0)
 - i. Distance 303,771.39 FT
 - ii. Lat: 40.630136 N
 - iii. Long: -119.352089 W
- t. SP-Gerlach01 (85): (0)
 - i. Distance 311,069.38 FT
 - ii. Lat: 40.65027 N
 - iii. Long: -119.354962 W
- u. Gerlach01 (20) MILESTONE DELIVERABLE
 - i. Distance 312.213.38FT
 - ii. Lat:40.572092 N
 - iii. Long: -119.354303 W



c. Service Level Agreement

- a. Service Level Agreement (SLA) terms and the terms found in Section 4:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. .25% frame/packet loss commitment
 - iii. 25ms network latency commitment for the transport portion of the circuit
 - iv. 30ms network jitter commitment
 - v. There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
 - vi. These standards are a vendor stated commitment for fully operating service. Any degradation of service may be counted against the network availability standard.
 - vii. Vendor will provide a monthly service report and an annual service report showing:
 - 1. Peak link usage for the quarter
 - 2. Downtime on the link
 - 3. Impaired performance versus SLA standards for the link
 - 4. These are all aggregate statistics for the month
 - viii. Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service (see schedule of service credits below).

Service credits for a greater than 2-hour response will accumulate as follows:

Length of Service Outage	Credit is the follow percentage of Monthly Fiber Maintenance Fee
Less than 2 hours	No Credit
Two (2) hours to four (4) hours	5%
Greater than four (4) hours and less than eight (8) hours	10%
Greater than eight (8) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than sixteen (16) hours	20%
Greater than sixteen (16) hours and less than twenty-four (24) hours	35%
Greater than twenty-four (24) hours *	50%

* **Planned Service date subject to change.**

* **Services provided may be subject to local, state, and federal taxes**

Exhibit B

SPECIAL INSTRUCTIONS

The Customer will facilitate access with building entry into the library.

Pictures of Library Closet:



Washoe County Regional Communications Checklist for Internal Closets

Shelter Interior Checklist Task Description	Response	Date
All building penetrations are properly sealed	YES	No
Floor has been tiled or sealed	YES	No
Electrical breakers (AC and DC) are properly labeled	YES	No
HVAC is installed and functional	YES	No
MGB is properly sized and is located within 2 feet of the RF entry port	YES	No
Two #2 solid tinned copper downloads are exothermically welded to MGB, routed to the exterior and exothermically welded to shelter ground ring.	YES	No
Correct sized 2-hole lugs are properly crimped to all ground leads running to MGB or SGB and secured to the proper location (PANI layout)	YES	No
Approved surge suppressors are properly installed on all transmission lines, alarm circuits and telco circuits entering the shelter	YES	No
All surge suppressors are securely bonded to the MGB or SGB	YES	No
Home runs of #2 AWG stranded wire are run above rack locations and bonded to MGB	YES	No
Split halo is installed in accordance with	YES	No

construction drawings
and bonded to the MGB

Metallic objects (conduit, door frames, vents, electrical panels, etc.) are bonded to the split halo using #6 AWG stranded copper wire with green insulation and irreversible high-compression crimp connectors. YES No

SGB's are bonded to MGB (#2 AWG) YES No

Cable trays are bonded across sections and cable tray is bonded to the MGB YES No

Cables are properly secured and dressed in the cable tray with minimum spacing of 2" maintained between cable types YES No

Cable entry ports are sealed, and covers are in place – blank caps shall be secured with hose clamps YES No

Bend radius of cables per manufacturers' recommendations have not been violated YES No

Interior lighting has been installed in accordance with the construction drawings and is functional YES No

Smoke, heat and/or CO detectors have been installed and tested YES No

Fire suppression equipment (fire extinguishers and/or automatic fire suppression equipment) has been installed and tested YES No

Notes:

Equipment Installation Checklist Task Description	Response	Date
Racks and UPS are mounted in the proper location	YES	No
Racks are isolated from and secured to the floor	YES	No
Racks are isolated from the cable tray, ceiling and walls	YES	No
Racks are level and square with facility walls and other racks	YES	No
Racks are a minimum of 24" from the wall	YES	No
Racks and equipment have no physical damage and are free of debris	YES	No
Nothing is stored on the top of the racks or in front of any air vent	YES	No
Equipment racks are bonded to home runs using #6 AWG stranded wire and connected using irreversible crimps	YES	No
UPS is bonded to the MGB	YES	No
Cables and demarcation points are labeled	YES	No
Notes:		

Exhibit C

Technical Specifications (Construction standards for Fiber)

The provider will adhere to the following fiber construction standards for aerial and buried plant that were included in the Customer request for proposal for this project.

Fiber Construction Standards

Material Requirements

- Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
- All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the respondent will be the sole responsibility of the respondent, who will replace such damaged hand holes at no additional expense to the Customer.
- If an aerial build, all pole attachment agreements with pole owners must include use for the entire term of the agreement and must be verified to include proper easements from any private landowners, the Bureau of Land Management and any sovereign Tribal entities
- If an aerial build, the standards outlined in this [Panduit © brochure](#) for engineering and installation must be followed.
- If an aerial build, properly installed fiber slack loop storage hardware containing at least 10% of the complete route, slack fiber must be placed approximately every 10 poles (3,000 feet) of cable run. Final design will display to the customer the placement of slack.
- If a buried build all buried conduit shall be EMT (Electrical Metallic Tubing) multi-duct with at least three innerducts. EMT fitting shall be gland or set screw type, and each conduit shall be equipped with a graduated pull tape or rope.
- If a buried build, unless specified by right-of-way owner, crossings will be two conduits, PVC-Sch 40 or better.
- If a buried proposal, the exact requirements for location and type of conduit within the building shall be verified with building owner.
- If a buried build, all Hand Holes shall be Nevada DOT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.

- If a buried build, large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
- Fiber must be single mode with the following specifications:
 - Single mode G.652 ITU standard
 - For single mode **fiber**, the **loss** is about 0.5 dB per km for 1310 nm sources,
 - 0.4 dB per km for 1550 nm. (1.0 dB/km for premises/0.5 dB/km at either wavelength for outside plant max per EIA/TIA 568) This roughly translates into a **loss** of 0.1 dB per 600 (200m) feet for 1310 nm, 0.1 dB per 750 feet (250m) for 1300 nm.
- Connector types should be SC unless otherwise specified by the Customer.
- 12 Fibers shall be landed on a Separate Customer Patch Panel for Clear Demarcation on both ends. Customer Fiber will be initially installed and maintained by Provider. Provider can bill customer for all maintenance and service repairs for Customer Fiber.
 - Any warranties associated with the fiber and any other outside plant materials must revert to the Provider upon completion of installation and construction.

Specifications

Survey

- Comply with all ordinances and regulations. Where required, vendor will secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.
- If a buried proposal, respondent will locate underground lines of third parties in cable route area

Permits and Traffic Control

- The respondent must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the respondent's responsibility. The respondent's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

Tracer Wire Installation

- If a buried proposal, tracer wire shall be placed with all conduits installed unless armored or traceable cable is used. The respondent will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken

during installation, the wire should be repaired and tested for continuity after repair.

- If a buried proposal, for multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as built where ground is placed, and tag located wire as "locate wire."

Depth of Burial (If a buried build)

- Except where otherwise specified, the cable shall be placed to a minimum depth of 24" along roadways and 18" on private property. Greater cable depth will be required at the following locations:
 - Where cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
 - Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

Highway, Railroad, and Other Bored Crossings (If a buried build)

- All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.
- All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
- Respondent shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
- Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

Cable Markers (If a buried build)

- Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

Hand Holes (If a buried build)

- Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
- All hand holes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.
- Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the respondent will be responsible for correcting the problem immediately without additional cost to the Customer.
- After cable placement, all ducts will be sealed.
- All splice hand holes/manholes will be grounded
- A minimum of 100' coil of cable shall be left in each hand hole/building for splicing use.

Splicing (both buried and aerial)

- Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
- Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing and WDM testing is required.
- Individual splice loss will be 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.
- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer's rack.

Aerial Plant

- The Customer is open to aerial fiber runs using existing utility poles, but respondent must adhere to pole owners' requirements for clearances, spans, grounding, guys and attachments.
- The Customer has the right to review and monitor all:

- Pole attachment agreements with pole owners
- Engineering and design agreements
- Agreements for ordering of outside plant materials
- Agreements with fiber installation and splicing vendors

Testing Cable (both buried and aerial)

- The respondent shall be responsible for on-reel verification of cable quality prior to placement.
- Completed test forms on each reel shall be submitted to the Customer.
- Respondent assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- The respondent shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
- The cable ends shall be sealed upon completion of testing.
- In addition to splice loss testing, selected respondent will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

Restoration (both buried and aerial)

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of the Customer and any permitting agencies.
- Respondent shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
- Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of the Customer, the representative of any interested permitting agency, and/or the railroad representative.
- Respondent will be responsible for any restoration complaints arising within one year after the Customer's final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the respondent/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the respondent as per requirements by other interested permitting agencies, and/or the Customer.
- Road shoulders, roadbeds, and railroad property will be dressed

up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or the Customer.

- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the Customer.

Documentation (both buried and aerial)

As-built drawings will include:

- Fiber cable routes
- Drawings, site drawings, permit drawings, and computerize design maps and electronically stored consolidated field notes for the entire route must include:
 - Verification of “as-built” and computerized maps
 - Splicing locations
 - Optical fiber assignments at patch panels
 - Optical fiber assignments at splice locations
 - Installed cable length
 - Date of installation
 - Aerial installation documents should include
 - Pole attachment inventories
 - Pole attachment applications
 - Pole attachment agreements between respondent and other utilities
 - GPS points of reference for utility poles
 - Photo images of poles to which fiber is attached
 - Underground installation documents should include
 - Conduit design and detailing
 - Manhole detailing
 - Preparation of all forms and documentation for approval of conduit construction and/or installation,
- Fiber details will include:
 - Manufacturer
 - Cable type and diameter
 - Jacket type: single mode
 - Fiber core and cladding diameter
 - Fiber attenuation per kilometer
 - Fiber bandwidth and dispersion
 - Index of refraction
- OTDR documentation will include:
 - Each span shall be tested bi-directionally from endpoint to endpoint.
 - Each span’s traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.
 - Reel acceptance
 - Individual fiber traces for complete fiber length
 - Paper and computer disk records of all traces

- Losses of individual splices
- Anomalies
- Wavelength tests and measurement directions
- Manufacturer, model, serial number, and date of last calibration of OTDR
- Power Meter documentation will include:
 - Total link loss of each fiber
 - Wavelengths tested and measurement directions
 - Manufacturer, model, serial number, and date of last calibration for all equipment used

References, Standards, and Codes

Specifications in this document are not meant to supersede state law or industry standards. Respondents shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the *Customer-Owned Outside Plant Design Manual* (CO-OSP) produced by BICSI, the *Telecommunications Distribution Methods Manual* (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that the respondent be thoroughly familiar with the content and intent of these references, standards, and codes and that the respondent be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of the Customer.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Table 1 — References, Standards, and Codes

Standard/Reference	Name/Description
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual
	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA – 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA – 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA – 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA – 607	Commercial Building Grounding and Bonding Requirements for Telecommunications
TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures
IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

Exhibit D

SERVICE ACCPETANCE CERTIFICATE (example)

[DATE]

Customer has seven (7) business days from the date of this Service Acceptance Certificate to accept the Services described below. Company will begin billing in accordance with the Agreement on the date of acceptance (or deemed acceptance, as the case may be) of the Services.

The undersigned ("Customer") entered into an agreement dated _____, 2022 (the "Agreement") with (the "Company") whereby Company agreed to provide certaintelecommunications services to Customer at the location(s) identified in the Agreement (the "Services").

On behalf of Customer, I hereby acknowledge and certify that the Service(s) listed below have been provided by the Company in accordance with the Agreement. As of the date set forth below, Service is fullyoperational and activated at this Location(s).

Location(s): Gerlach Library

Mbps: -1 Gbps

Form 470: 22000396

Billing (check one):

Monthly Recurring Charge (w/out taxes):

Monthly Recurring Charge (w/out taxes):

I certify that I am authorized by Customer to execute this Service Acceptance Certificate on its behalf.

Customer: Jeff Scott Title: Gerlach Library Director

Signed: _____ Date: _____

Company: Digital Technology Solutions Inc. DBA DTS Fiber (DTS)

Title: DTS

Signed: _____ Date: _____

:Exhibit E:

Construction Timeline

	Year 1			
	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4
Contact Award				
Federal / State / Local Permits / Environmental Assessment				
Engineering / Access / Civil / Structural Designs				
Develop and Submit EA Package to State, Federal, and Tribal Authorities				
Acquire Approval				
Tribal/County / City / ADOT ROW Application and Permitting Process				
Acquire ROW's				
Make Ready / New Line Build				
Make Ready Assessment / Remedy any Issues of Existing Line				
Fiber Optic Engineering				
Site Visit				
Engineering Fiber Backbone				
Procurement				
Finalize Fiber Optics Design Documents and Procure Materials				
Material / Delivery				
Outside Plant Construction				
Underground Construction				
Conduit / Fiber Installation				
Aerial / Fiber Installation				
Distribution Line Installation				
Fiber Optic Build-out				
Splicing & Testing				
Splicing of Fibers				
OTDR Testing				
Certification of Project				
Certification by Licensed P.E.				
Project Close Out				

Exhibit F: Milestone payments

Special Construction Charges

The following section outlines the special construction charges through the construction period.

The applicant and the provider pledge to work together to apply for milestone reimbursements from the E-rate Fund and the Nevada State matching fund based on this schedule.

Category	Date	Total
Engineering - Poles, Permits	8/15/2022	\$309,385.70
Construction - Materials	9/1/2022	\$220,276.19
Construction - Nixon to Marble Bluff split point (5miles)	9/30/2022	\$281,536.00
Construction - Materials Final	12/1/2022	\$320,276.37
Construction – 20 miles SP-Gerlach14 (71): (0)	2/1/2023	\$300,470.13
Construction – 40 miles SP-Gerlach07 (78): (0)	5/1/2023	\$300,470.13
Construction – Complete Gerlach01 (20)	7/1/2023	\$300,470.13
Construction – holdover & Customer Acceptance	7/1/2023 Completion	\$300,000.00
Engineering holdover & Customer Acceptance	7/1/2023 Completion	\$65,000.00
Total		\$2,397,884.83

For these special construction charges, the following reimbursement schedule applies to the costs:

E-rate Reimbursement	State of NV Match	State will cover for Applicant
60% of charges	10% of charges	30% of charges

DTS and the Applicant (the Washoe County Library System) understand that the majority, of the one-time special construction costs, and the monthly recurring service costs for the fiber broadband connection to the Washoe

County Library System facility in Gerlach are covered through the FCC's E-rate program and by the State of Nevada.

Specifically, DTS will invoice the E-rate program for:

70% of the Construction Costs and 60% of the Monthly Recurring Service Charges.

DTS will invoice the State of Nevada Governor's Office of Science, Innovation and Technology (OSIT) for:

30% of the Construction Costs

DTS will invoice the Washoe County Library System for:

40% of the Monthly Recurring Service Charges

Washoe County assumes no responsibility for payments from the E-rate program or OSIT payments.

EXHIBIT G: Insurance
(Submitted in final bid of RFP)

1.1 By Contractor. Unless expressly waived in writing by COUNTY, Contractor, as an independent contractor and not an employee of COUNTY, must obtain and maintain policies of insurance in amounts specified in this Section 11 of the Broadband RFP and pay all taxes and fees incident hereunto. COUNTY shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by COUNTY, the required insurance shall be in effect prior to the commencement of work by Contractor.

Contractor shall include all Subcontractors under its coverage or shall contractually require all its Subcontractors to procure, maintain and provide evidence of insurance with coverage and limits no less than those required herein. When Subcontractors provide separate coverage, they shall include COUNTY as an additional insured under their commercial general liability without requiring a written contract or agreement between COUNTY as the additional insured and Subcontractor. Contractor shall require its Subcontractors provide appropriate certificates and endorsements from their own insurance carriers naming Contractor and COUNTY as additional insureds.

1.2 Form of Coverage. Any insurance or self-insurance available to COUNTY shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by COUNTY, Contractor shall provide COUNTY with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify COUNTY and immediately replace such insurance or bond with an insurer meeting the requirements.

1.2.1. Additional Insured: By endorsement to all liability policies, except Professional Liability and Worker's Compensation, evidenced by Contractor, COUNTY, its officers, employees, and any other Indemnitees included under this Agreement shall be included as additional insureds for all liability arising from the Agreement. Additional insured status shall apply until the expiration of time within which a claimant can bring suit per applicable law.

1.2.2. Waiver of Subrogation: Each liability insurance policy, unless otherwise specified below, shall provide that the insurance company waives all right of recovery by way of subrogation against COUNTY, its officers, employees in connection with damage covered by any policy.

1.2.3. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by COUNTY. Such approval shall not relieve

Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by COUNTY. There shall be no provision providing that the self-insured retention or deductible can only be satisfied by the named insured.

1.2.4. Approved Insurers: Each insurance policy shall be (i) issued by licensed and admitted insurance companies authorized to do business in the State of Nevada or that meet any applicable state and federal laws and regulations for non-admitted insurance placements and acceptable to COUNTY. and (ii) currently rated by A.M. Best as "A-, VII" or better.

1.3 Policies Required.

1.3.1 Workers' Compensation and Employer's Liability Insurance. Contractor shall provide proof of worker's compensation insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required. Employer's Liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Contractor waives all rights against COUNTY, its officials, officers, employees, volunteers and agents, for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability, or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

1.3.2 Commercial General Liability Insurance.

Contractor shall procure and maintain, during the term of this Agreement, occurrence commercial general liability, and, if necessary, commercial umbrella insurance, for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence. and Two Million Dollars (\$2,000,000) general aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location or project. Coverage shall be written on an occurrence form at least as broad as an unmodified ISO occurrence form CG 00 01 04 13 (or a substitute form providing coverage at least as broad) and shall cover liability arising from premises, operations, independent contractors, products and completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured. COUNTY, its officials, officers, volunteers, employees, and any other Indemnites included under this Agreement shall be included as insureds under

the CGL, using ISO additional insured endorsement CG 20 10 07/04 and CG 20 37 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. Such endorsements shall include additional insured status for Contractor's premises, on-going operations, products and completed operations. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to COUNTY or any other Indemnitees under this Agreement.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work.

The status of COUNTY as an insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to COUNTY.

Continuing Completed Operations Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of not less than One Million Dollars (\$1,000,000) each occurrence for at least five (5) years following substantial completion of the work.

a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract

b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the required occurrence limit.

c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

Electronic Data Liability Insurance. If project involves work that may affect or interrupt electronically stored or transmitted data, CONTRACTOR shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than One Million Dollars (\$1,000,000).

Railroad Protective Liability Insurance. For any construction or demolition work within fifty (50) feet of a railroad, CONTRACTOR shall maintain Railroad Protective Liability

insurance on behalf of and in the name of the railroad, as named insured, with a limit of Six-Million Dollars (\$1,000,000) per occurrence or higher limit if required by the railroad. CONTRACTOR shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

Waiver of Subrogation. Contractor waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse CGL policy to waive subrogation against COUNTY with respect to any loss paid under the policy.

1.3.3 Technology Professional Liability and Network Security/Privacy

Insurance-(WAIVED)

Contractor shall maintain professional liability insurance applying to liability for a professional, error, act, or omission arising out of the scope of the Contractor's services provided under this Agreement. Limits shall be not less than Two Million Dollars (\$2,000,000) each claim and annual aggregate.

Coverage shall be included, without limitation, for any form of infringement of copyright or other intellectual property misuse including software copyright infringement, as well as errors, omissions, or negligent acts in the performance or failure to perform technological services for others which result in claims for damage arising out of or alleging programming errors, software performance, or Contractor's failure to perform the services and provide the products that Contractor delivers.

Contractor shall maintain professional liability insurance during the term of this Agreement and, if coverage is provided on a "claims made" or "claims made and reported" basis, shall maintain coverage or purchase an extended reporting period for a period of at least three (3) years following the termination of this Agreement.

Contractor shall maintain network security and privacy liability insurance insuring against loss resulting from (1) privacy breaches [liability arising from the loss or disclosure of confidential information] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems and (6) system failure. Coverage shall be provided with a limit of not less than Two Million dollars (\$2,000,000) per claim and annual aggregate.

1.3.4 Business Automobile Liability Insurance.

Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Such insurance shall cover liability arising out of any auto, including owned, non-owned and hired vehicles (each if and as applicable to Contractor's operations). Business auto coverage shall be written on the most current and available ISO Form CA 00 0 or a substitute form providing coverage at least as broad.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, Contractor shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable to Contractor's operations, the Motor Carrier Act endorsement (MCS 90) shall be attached.

Waiver of Subrogation. Contractor waives all rights against COUNTY, its agents, officers, directors and employees and any other Indemnitees listed in the Indemnification section of this Agreement for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

1.4 Evidence of Insurance

Prior to the start of any Work, Contractor must provide the following documents to COUNTY, Attention: Risk Management, 1001 E. Ninth St., Building D, Reno, NV 89512.

1.4.1 Certificate of Insurance

Prior to the commencement of any work or services under this Agreement and thereafter upon renewal or replacement of each required coverage, Contractor shall provide a Certificate of Insurance form to COUNTY to evidence the insurance policies and coverage required of Contractor. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including all Subcontractor policies, at any time. Copies of policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

1.4.2 Additional Insured Endorsements An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to COUNTY, by attachment to the Certificate of Insurance, to evidence the endorsement of COUNTY as additional insured.

1.4.3 Policy Cancellation Notification Contractor or its insurers shall provide at least thirty (30) days' prior written notice to COUNTY prior to the cancellation or non-renewal

of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONTRACTOR shall be responsible to provide prior written notice to COUNTY as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

1.4.4 Other Conditions

Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at COUNTY's option.

If CONTRACTOR fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, COUNTY shall have the right, but not the obligation, to purchase said insurance at CONTRACTOR's expense.

Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of COUNTY. Failure of COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of COUNTY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

By requiring insurance herein, COUNTY does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to COUNTY in this Agreement. The insurance requirements of this Agreement shall be in addition to and not in lieu of any other remedy available to COUNTY under this Agreement or otherwise. COUNTY reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.