

Re: TMFPD Station 35 Subi: GMP Estimate

Dear Rod Savini,

This submittal provides our GMP Estimate Package. Plenium Builders is very appreciative of its partnership with you in this endeavor. The following deliverables are provided to assist you with planning and executing this project successfully:

- GMP Letter, Scope of Work & Qualifications
- GMP Detailed Project Estimate
- GMP General Conditions
- 50% CD to GMP Variance Summary
- GMP Subcontractor Tab Sheets
- GMP Subcontractor Recommendations

GMP Estimate Summary:

1. G	eneral Conditions	\$	1,460,245
2. Si	itework & Generator	\$	3,674,573
3. W	/ater Well Drilling & Equipment	\$	512,450
4. Fu	uel Station & Equipment	\$	357,125
5. Fi	ire Station	\$	7,544,288
6. <u>P</u>	ump Building	\$	1,277,958
7. S	ubtotal	\$1	14,826,638
8. P	&P Bond	\$	73,200
9. G	eneral Liability (1%)	\$	148,998
10. B	uilders Risk (0.75%)	\$	122,461
11. C	ontractor Fee (5%)	\$	758,565
12. <u>C</u>	ontractor Contingency (2.5%)	\$	398,247
13. T	OTAL	\$1	16,328,109

Construction Schedule: 14 Months with a mutually agreeable start date

Thank you again for the opportunity to be of service. We look forward to discussing this in detail with you to ensure this project's success.

Sincerely,

tanil DINA

Plenium Builders Devin Harrill

GMP Project Documents:

- Drawing Set: H+K Architects
 - TMFPD Station 35 Permit Drawings dated September 30, 2024
- Project Specifications: H+K Architects
 - TMFPD Station 35 Permit Specifications dated September 30, 2024
- Wood Rodgers
 - o TMFPD Station 35 Geotechnical Report dated April 4, 2024
 - TMFPD Station 35 Drainage Report dated September 2024
 - TMFPD Station 35 NDEP Onsite Sewage Disposal dated August 2024
 - TMFPD Station 35 Conditions of Approval Response dated September 30, 2024
 - TMFPD Station 35 Fire Access Road dated August 2024
 - TMFPD Station 35 Parcel Map dated September 27, 2024
- NV Energy Drawings dated August 7, 2024
- Cut Sheets:
 - PK Electrical
 - TMFPD Station 35 Lighting Cut Sheets dated August 9, 2024
 - Shaw Engineering Cut Sheets
 - Residential Appliance Cut Sheets
- Structural Calculations: CFBR Structural Group
 - o TMFPD Station 35 Structural Calculations dated September 27, 2024
- Addendum #1 by H+K Architects dated October 23, 2024

CLARIFICATIONS & SPECIFIC EXCLUSIONS

- 1) GENERAL CONDITIONS (14 Months)
 - a. Project Management & Administration
 - b. Full-time onsite Superintendent
 - c. Plans
 - d. Temporary utilities setup
 - e. Monthly utility costs
 - f. Project management collaboration website
 - g. Project office trailer
 - h. Site toilets & hand wash stations
 - i. Temporary construction fence
 - j. Safety equipment
 - k. First aid supplies
 - I. Project sign
 - m. Continuous cleanup & dumpsters
 - n. Misc. tools, equipment & rental
 - o. Forklift

2) SITEWORK

- a. Earthwork
 - i. SWPPP
 - ii. Rock excavation allowance per Geotechnical Report
 - iii. Dust control
 - iv. Rough & finish grading
 - v. Excavation & fill
 - vi. Structural excavation & fill
 - 1. Assumes import of structural fill near the data center provided by Apple.
 - 2. Includes all loading & hauling equipment, dust control, and placing of material.
 - 3. Assumes structural fill meets geotechnical requirements.
 - vii. Interior plumbing trench & backfill
 - viii. Domestic & fire water service
 - ix. Sanitary sewer service
 - x. Gas service

- xi. Storm drainage
 - 1. Box culvert w/ head & wing walls
 - 2. Rip-rap channels
- xii. 750-gallon sand & oil separator w/ disposal area
- xiii. Site electrical conduit
- xiv. 1,500-gallon septic tank & leach field
- xv. Aggregate base courses
- xvi. Asphalt paving
 - 1. 3" AC paving at parking stalls
 - 2. 4" AC paving at main drive aisles
- xvii. Pavement markings & signage
- b. Site joint sealants
- c. Site & building surveying
- d. Water well drilling & equipment
- e. Fences & gates
 - i. Trash enclosure gate
- f. Landscaping & irrigation
 - i. Planting & soils as shown
 - ii. Synthetic turf
 - iii. Smooth river cobble
 - iv. Gravel & weed barrier
- g. Site concrete
 - i. 6" PCC paving
 - ii. Light pole bases
 - iii. Curb & gutter
 - iv. Post curbs
 - v. Valley gutters
 - vi. 4" Sidewalks & ADA ramps
 - vii. Trash enclosure slab, footings & curbs
 - viii. Site equipment pads
 - ix. Well pad
 - x. Fire tank pad
 - xi. Monument sign footings
 - xii. Flagpole base & pad

- xiii. Excavation & setting site & light bollards
- 3) CONCRETE
 - a. Reinforcing steel
 - b. CIP Concrete
 - i. Slab-on-grade
 - 1. 5" SOG at Crew areas
 - 2. 8" SOG at Apparatus Bay
 - 3. 12" SOG at Pump House Tank
 - ii. Continuous & column footings
 - iii. 15mil Vapor barrier
 - iv. Cold weather protection

4) MASONRY

- i. 8" CMU Crew Areas exterior & Interior Walls
- ii. 12" CMU Apparatus Bay exterior walls
- iii. Trash enclosure
- iv. Monument sign
- v. Premium colors
- vi. Reinforcing steel
- vii. Grout door frames
- viii. Masonry opening bucks
- ix. Layout & installation of embeds

5) METALS

- a. Structural steel
 - i. HSS & wide flange beams and columns
 - ii. Metal roof deck
 - iii. LH bar joists
 - iv. Metal roof decking & reinforcing at openings
- b. Misc. Metals
 - i. Exterior metal canopies & attachment steel
 - ii. Ledger angles
 - iii. 8" Bollards w/ PVC covers
 - iv. Removable bollards at Fuel Station & Well Pad

- 6) WOOD & PLASTICS
 - a. Misc. Rough carpentry
 - b. Casework & countertops
 - i. P-Lam base, vanity, upper & full-height cabinets
 - ii. Stainless steel base & upper cabinets at Med Gear
 - iii. Heavy duty bench at Tool Shop
 - iv. Solid surface countertops & splash
 - v. Stainless steel countertops
 - vi. Stainless steel shelves & supports
 - c. Plastic fabrications
 - i. FRP wall paneling

7) THERMAL & MOISTURE PROTECTION

- a. Building insulation
 - i. Batt insulation at all wall types indicated
 - ii. Rigid insulation at all wall types indicated
 - iii. Rigid foundation insulation
 - iv. Mineral wool top of wall as indicated
 - v. Mineral wool at hollow metal frames as shown
- b. Roofing
 - i. 60 mil PVC fully adhered roofing w/ rigid insulation & coverboard
 - ii. Temporary roof protection
 - iii. AEP Span metal panels
 - 1. Metal soffit panels
 - 2. Metal wall panels
 - 3. Weather barrier
 - iv. Rooftop equipment screening
 - v. Scuppers and downspouts
 - vi. Roof walk pads
 - vii. Roof hatch
- c. Sheet metal & flashing
- d. Firestopping & caulking
- e. Joint sealing & caulking

- 8) DOORS & WINDOWS
 - a. Doors, frames & hardware
 - i. Hollow metal doors & frames
 - ii. Solid core wood doors
 - iii. Door hardware
 - b. Access doors
 - c. Overhead doors
 - i. High speed Four-Fold door w/ low glass lites at Apparatus Bay
 - ii. Coiling doors
 - d. Aluminum framed storefronts
 - i. Interior & exterior storefronts
 - ii. Interior & exterior storefront doors & hardware
 - iii. Glass shower doors
 - e. Aluminum windows
 - f. Glass & glazing
 - i. Door glazing
 - ii. Gym mirrors

9) FINISHES

- a. Final cleaning
- b. Metal Stud Framing & Gypsum Drywall
 - i. Non-structural metal stud framing
 - ii. Drywall, tape and texture. Level 4 finish
 - iii. Acoustical ceiling tile & grid
 - iv. Temporary building heat
- c. Ceramic tile
 - i. Kitchen tile splash
- d. Concrete finishing
 - i. Sealed concrete
 - ii. Epoxy flooring & coved base
 - iii. Polished concrete
 - iv. Resinous wainscot
- e. Flooring

- i. Static-control resilient tile
- ii. Rubber exercise tiles
- iii. 6" Rubber base
- iv. Temporary floor protection
- f. Painting
 - i. Painting of walls, gyp ceilings, doors & frames
 - ii. Paint exposed ceilings & MEP
 - iii. High performance coatings
 - iv. CMU water repellent coating
 - v. Apparatus Bay drive aisle striping

10) SPECIALTIES

- a. Whiteboards
- b. Stainless steel corner guards
- c. Flagpole
- d. Signage
 - i. Exterior Signage
 - 1. Stainless steel monument signage
 - 2. Building signage
 - ii. Interior Signage
 - 1. Code compliant signage
 - 2. Room identification signage
 - 3. Interior casework & fridge crew identifier signage
- e. Lockers
 - i. GearGrid Freestanding & wall mounted lockers
- f. Fire extinguishers & cabinets
- g. Toilet accessories
- h. Knox box

11) EQUIPMENT

- a. Fuel station & Monitoring System
- b. Residential appliances
 - i. GE dishwasher
 - ii. LG refrigerator / freezer

- iii. Monogram range / oven with grill top
- iv. Range hood
- v. LG clothes washer / dryer
- vi. Maxx ice 260 lb. ice machine
- vii. Avantco coffee maker

12) FURNISHINGS.

- a. Window coverings
 - i. Manual Draper window shades

13) SPECIAL CONSTRUCTION

a. N/A

14) ELEVATORS

a. N/A

15) MECHANICAL

- a. FIRE SPRINKLER
 - i. Wet pipe sprinkler system with full building coverage
 - ii. NFPA 13 & AHJ Design Requirements, Submittal Package & Permit / Plan Check Fees
 - iii. 219,000-gallon fire tank
 - iv. Electric fire pump 1,500 GPM at 60 PSI

b. PLUMBING

- i. Waste & vent systems
- ii. Domestic water systems
- iii. Sand / oil piping
- iv. Compressed air piping & compressor at all bays
- v. Condensate piping
- vi. Storm & overflow drain piping
- vii. Natural gas piping
- viii. Plumbing fixtures & equipment
- ix. Pipe insulation as required
- c. HVAC

- i. HVAC equipment
 - 1. Roof top units
 - 2. Electric duct heaters
 - 3. Gas fired unit heaters
 - 4. Make-up air units
 - 5. Split systems
 - 6. Exhaust fans
 - 7. Vehicle exhaust system
 - 8. Electric unit heaters
- ii. Complete air distribution systems
- iii. HVAC controls
- iv. Equipment check, test & start-up
- v. Test & balancing
- vi. HVAC insulation

16) ELECTRICAL

- a. Lighting fixtures, controls & wiring devices
- b. Power distribution & circuitry
- c. Switchgear & panelboard package
- d. 550kw generator & ATS
- e. Site electrical power & lighting
- f. Mechanical power connections
- g. Low voltage systems
 - i. Fire alarm
 - ii. Tele/data systems
 - iii. Security system
 - iv. Design-build fire alarm system
 - v. PURVIS / fire station alerting system
 - vi. Access control
- h. Temporary power & lights
- i. Assumes separating the Switchgear & ATS and extending the site equipment pads. (Approved by the design team)

ALLOWANCE SCHEDULE

1.	Rock Excavation per Geotech	\$150,000
2.	High Speed Folding Doors	\$486,575

a. The manufacturer was unable to provide a NV licensed installer for their product. If they are unable to provide one, we will need to look into other options.

3.	Temporary Building Heat	\$74,030
4.	Residential Appliances	\$43,035
5.	Flushing fire tank & lines	\$15,000
6.	Prefabricated shower enclosures	\$10,500
7.	Truck fill pump & hose	\$50,000
8.	Expansion tanks (Not sized)	\$5,000

GENERAL EXCLUSIONS

- 1) Permits and all associated governmental fees/costs
- 2) Water & sewer connection fees & assessments
- 3) Power application/service fees
- 4) Hazardous materials testing / abatement
- 5) 3rd party owner provided testing and inspections
- 6) Commissioning & commissioning agent
- 7) Plan check fees
- 8) FF&E
- 9) Special inspections
- 10) Design & engineering
- 11) Subcontractor P&P Bonds
- 12) Overtime, shiftwork, or acceleration costs

SPECIFIC EXCLUSIONS

- 1. Over-excavation & export of unsuitable soils (Not required per the Geotech)
- 2. Dewatering (Not required per the Geotech / Ground water not encountered)
- 3. Relocation of existing access road & utility easement (Not required)
- 4. Propane Tanks (By TMFPD propane vendor)
- 5. Audio/Video Systems (Other than PURVIS System) (None shown / By TMFPD if required)
- 6. Emergency responder radio system (None shown / By TMFPD if required)
- 7. Snow removal (Will be required if we have a large snow event. An allowance can be added at owners request).
- 8. Reduced pressure preventer on 4/FP601 (Not Required)
- FSC wood certified chain of custody & products (Approved by design team and will be adjusted in specifications)
- 10. Buy & Build America Act (Not Required)
- 11. Site security or camera system (Can be included at owners request).
- 12. Structural fill from outside source (Provided by Apple, location near the data center)

- a. Access to fill provided by Apple (Assumes private property / locked gate access will be provided)
- b. Assumes provided structural fill meets geotechnical requirements



Truckee Meadows Fire Protection District Station 35 Commissioning Services Proposal –12.13.2024



December 13, 2024

Kyle,

Thanks for contacting John and inviting us to propose on Truckee Meadows Fire Protection District Station 35. We appreciate John Collins putting us in touch. Here are a few things to note: Michael Ruesch will be the Project Manager and CxA. Michael has recently commissioned two fire stations in Mesquite and Las Vegas. He will be supported by Scott Payne, a controls expert of 35+ years, Derek Shupe, a TAB Tech of 35 years, and Garrett Dodge, who has been running our testing teams for the last 8 years. Matt Marshall will support all efforts to ensure timeliness and proper engineering coordination.

We have provided the Truckee Meadows Fire Protection District Station 35 project with a tiered approach, with one level of service aligning with the minimal requirements of the RFQ and the other based on our suggested best practices that align with the Building Commissioning Association's Best Practices. Note that these best practices leave significant room for interpretation, such as the percentage of verification required. It is common for private sector projects to call for a functional testing verification of 100% of major pieces of equipment, yet only 25% of terminal units. Additionally, it is the norm for prefunctional testing to be completed by the contractor and only the paperwork reviewed by the CxA. From experience, buildings are most successful with a 100% verification of points in person (by CxA), allowing our team to have a more significant, more consistent site presence to be a resource to the contracting team as systems are being installed vs. coming in at the end to point out issues when there is little to no time left in the construction schedule and fixing things is more expensive.

PROJECT UNDERSTANDING

- Project Fire Station 13,868 SF & Pump House 1375 SF
- Substantial Completion: the NTP is expected to be issued by Dec 15, 2024, and the project is expected to have a 62-week construction duration (from NTP).
- Owner Representive: Savini Group, Rod Savini (775) 813-0074
- Architect: H+K Architects
- Contractor: TBD
- Mechanical, Electrical Engineers: Ainsworth

The following systems shall be commissioned:

- Mechanical Systems
- Plumbing Systems
- Electrical Systems
- Spaces to be commissioned include offices, restrooms, dayroom, kitchen, pumphouse, appartatus room, and any other rooms with MEP equipment.

PAGE | **2**

COMMISSIONING TEAM

Project Manager/CxA	Michael Ruesch	Main point of contact in meetings, coordination, the driver of all Cx efforts
Project Engineer	Matt Marshall, PE	Engineering oversight and support to team members
Controls	Scott Payne	Controls reviews, meetings, testing
Testing	Garret Dodge and Derek Shupe	Coordinate and perform all testing
Project Principal	John Burningham	Oversight and support to all team members

We will work consistently from the beginning of the project, with the end goal of ensuring the building works, is comfortable, and can be maintained efficiently after everyone else has moved on. We look forward to working with you to show you the benefits of a well-commissioned building. If you have any questions or clarifications, please call me at 702.449.2417.

Regards, Michael Ruesch

SYSTEMS COMMISSIONING ACTIVITIES

SYSTEMS COMMISSIONING TIERED APPROACH

Buildings differ in size, purpose, importance, budget, and performance level. The commissioning approach align with them. We have provided two options here for your review to provide the owner with the best commissioning possible while maintaining the budget. While the core services of the RFP are meet we believe our additional recommended efforts when added assist the project in meeting the requirements of the various systems, improve energy and longevity, adds needs of the operators, and provides greater owner satisfaction. Note the BCxA document provided in the RFP provides a generous amount of latitude and is not definitive in what is required.

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes		
DESIGN PHASE AC	DESIGN PHASE ACTIVITIES					
Cx Process Specifications	UNVC to provide a clear concise description of the Cx process, milestones, including roles/responsibilities of project team members, for review by the project team and incorporation into the contract documents.	Х				

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes
Cx Functional Testing Specifications	UNVC to provide a clear and concise description of the Cx testing requirements, approximate timeframe for each test, and performance criteria for review by the project team and incorporation into the contract documents. Additional considerations may include testing roles/responsibilities, milestones, documentation, failures, retesting, testing location, and coordination with systems manuals, preventative maintenance, schedules, attic stock, warranties, and as builds.	X		
CD Drawing Reviews (50 - 85% Set)	UNVC to provide a review of CD drawing sets related to the OPR, owner priorities, performance, functionality, access, etc. The following systems will be reviewed. • HVAC • Plumbing • Electrical • DAS • Data Cabling • Emergency • Fire/Smoke	X	x	
CD Cx Design Review Meeting	UNVC to review with project team the CD drawing review comments from UNVC and owner operators. UNVC to review with project team the DD drawing review comments. We anticipate multiple meetings through DD and CDs.	Х	Х	
Sequence of Operations/Controls Integration Meetings	UNVC to facilitate a review of proposed controls strategies as they relate to the OPR and 'he owner's operational practices. Ensure participation of 'he owner's building operators. The BAS requirements will be reviewed to ensure they provided building operators valuable data and graphics. Also to ensure a energy usage graphics page is included in scope. Will need to review these requirements with the U of U staff.	X		The first in a series of controls performance-based reviews and discussions.
PRECONSTRUCTIO	N & CONSTRUCTION PHASE ACTIVITIES			
Substitution Requests	UNVC to review proposed substitution requests as it relates to the functional performance of the MEP systems as required by the OPR. Building operators to review requests (optional). Substitution review will be coordinated with facilities management for operational impacts.	X		
Submittal & Shop Drawing Review	UNVC to review 100% Cx related shop drawings and submittals. At a minimum, reviews will address constructability, sequencing, performance, function, durability, and related systems interface. Deviations from the OPR must be noted. Provide review comments to MEP and DAS related submittal and shop drawings either concurrently or sequential to the design team's review. UNVC to track all comments for resolution.	X	х	
Review ASIs and Proposed Change Orders	UNVC to review and assist in contract document modifications, ASI and Proposed Change Orders, related to the necessary changes to the building MEP and DAS systems. Building operators to review requests (optional). Ensure the priorities of the owner as established in the OPR are maintained and not unintentionally compromised.	X		This review prevents coordination issues, keep the UNVC and operators, fully aware of the approved systems.

Activity	Systems Commissioning Activity Description	Recommended BCxA Best	Per RFP Minimum	Notes
		Practices		
Develop Preliminary	UNVC to coordinate with the general contractor in identifying Cx milestones within the	Х	Х	
Cx/Construction Schedule	overall project schedule. UNVC will ensure milestones are placed appropriately and			
	tracked on the project schedule. It is anticipated that the schedule will be revisited			
	and adjusted on an ongoing basis as discussed in Pull Planning MEP meetings (below).			
MEP Coordination/Planning	UNVC to attend MEP planning meetings to keep informed of the most current	12 Meetings		
Meetings - Ongoing	schedule and anticipated changes. From these meetings we will identify the accurate	over course of		
	schedule and timing of first installs and startups.	project		
Cx Kick Off Meeting	UNVC to facilitate an in-person meeting for the project team with a review of the Cx	Х	Х	
	process including roles, responsibilities, deliverables, schedule, OPR, and milestones.			
BIM Coordination Review	UNVC to review the project team's Building Information Model (BIM) ensure the	Х		We will review our effort with the
	installation of the MEP systems reflect the contract documents, shop drawings, and			building operations group.
	submittals. Ensure maintenance access, unforeseen coordination issues, and proper			Additional concerns will be noted.
	clearances for replacement. UNVC to verify that contracting team and design team			
	have performed proper clash detection assessment of various systems.			
Sequence of	UNVC to facilitate a (second) review of proposed controls strategies. Ensure	Х		
Operations/Controls	participation of the MEP engineering team, building operators, subcontractors, and			
Integration Coordination	related vendors. Review to occur after submittals have been approved.			
Meetings				
Test and Balance Coordination	Review the Test and Balance requirements with the project team to ensure the	Х		
Meeting	requirements are met as needed for commissioning and substantial completion. TAB			
	scheduling will be reviewed as it relates to commissioning efforts.			
Commissioning Meetings	UNVC to facilitate with the project team periodic coordination meetings to review the	12 Meetings &		
and Site Inspections	commissioning effort. Issues to be reviewed typically include sequencing,	12 Site		
	constructability, testing, schedule, field issues, and resolutions. It is suggested that the	Inspections		
	building operators attend whenever possible. Site inspection of current MEP efforts			
	also included. Frequency as follows:			
	 Early Construction - Cx Kick Off meeting only 			
	 Construction/MEP Install - Onsite every monthly until Duct 			
	 MEP Pull Planning/Huddle – Attend per contracting schedule (anticipating 			
	monthly)			
	 Testing/Substantial Completion - Onsite weekly and daily as needed for 			
	100% checkout.			
Commissioning Meetings	UNVC to facilitate with the project team periodic coordination meetings to review the		Х	
and Site Inspections	commissioning effort. Issues to be reviewed typically include sequencing,		10 Meetings	
	constructability, testing, schedule, field issues, and resolutions. It is suggested that the		& 7 Site	
	building operators attend whenever possible. Site inspection of current MEP efforts		Inspections	
	also included. Frequency as follows:			
	Early Construction - Cx Kick Off (Onsite or Virtual)			
	 Construction/MEP Install – Onsite for PFT review of Contractors early 			
	installations			
	Testing/Substantial Completion - Onsite weekly as needed for 25% checkout.			

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes
Site Observation Report Response	General Contractor to document the efforts to remediate issues presented in the Cx site observation report. UNVC to document in issues log.	х	Х	
Cx Process Tracking	UNVC to ensure GC updates the owner at each Owner/Architect/Contractor meeting. OAC meeting minutes to track the following: Number of open Cx issues Number of resolved issues Date of last site observation/site test Date of next site observation/site test Major issues	X	x	This is and FYI effort to ensure Cx efforts stay on the radar of the OAC group throughout construction.
Pre-Functional Test	ing Activities			
First Install Reviews	UNVC to review first one to two installations of equipment to ensure proper installation per the construction documents, industry standards and manufacture's recommendations. This prevents errors from being repeated prior to PFT. The following at a minimum are required: Piping, including piping supports, underground, overhead Duct, including sealing Terminal equipment Fan coil units Piping insulation Duct insulation Uuct insulation Electrical voltage drops Occupancy and daylighting sensor	X		First install review ensures subsequent installs are correct.
Pre-Functional Acceptance Testing (PFT) – UNVC Performed	 UNVC will create and fill out the PFT forms for ALL pieces of equipment. UNVC to then visually review each piece of equipment at 100% to ensure proper installation of all the systems. Mechanical equipment - 100% Lighting - 100% Panelboards - 100% Emergency electrical backup - 100% Plumbing fixtures - 100% Mixing valves - 100% Security access controls - 100% Electrical outlets - (2 per circuit) DAS – Provide PFT forms and review Data - Review raceways and grounding Fire Smoke Damper - Accessibility 	X		

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes
Pre-Functional Acceptance Testing (PFT) – Contractor Performed	UNVC will create PFT forms for ALL pieces of equipment. THE CONTRACTOR to then visually review each piece of equipment to ensure proper installation of all the systems. UNVC to review the completed forms, not the equipment onsite. Contractor fills out and we verify 10%.		Х	
Static Testing – Contractor Performed UNVC Witnessed	 UNVC must review and witness that the static testing is completed per NETA, SMACNA, IPC or NEC specifications. UNVC must witness testing at the following rates: Duct Pressure - 1st test & 75% all tests Pipe Pressure - Gather test results Pipe Flushing - 100% - Attend beginning and end of each test Megger Test - 1st test & 10% all tests Torque Test - 1st test & 10% all tests Hi-POT Test - 1st test & 10% all tests Chlorination Test - Gather test results Panel IR Test - 1st test & 10% all tests Transformer Oil - Gather test results Ground Resistance - Gather test results Breaker Testing - Gather test results Generator Load Bank Test - Gather test results Battery Back Up Load Bank - 100% 	X		UNVC is witnessing a significant portion of the static testing and can be there to ensure it is done correctly.
Start Up Testing & Assistance	UNVC to be onsite for the startup of all major pieces of equipment and major systems, listed below, to ensure proper procedures per manufactures recommendations. UNVC to ensure that startup forms are completed by manufactures representative using manufactures recommended forms. • AHU • Boilers • Chillers • Pumps with VFDs • ERVS • Packaged RTUs • Dx condenser units (over 5 tonnes) • VRF units • Heat pumps (over 5 tonnes) • Generators • UPS systems	X		UNVC is on site to ensure proper start up by manufacture and contractor. We will ensure startup techs understand what is required so it is done right the first time

UNVC | SYSTEMS COMMISSIONING SERVICES PROPOSAL

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes
Start Up Testing – "Select" Witnessing	Contractor to perform start up testing per manufactures recommendations. UNVC provides select witnessing, and reviews completed forms. UNVC to ensure that startup forms are completed by manufactures representative using manufactures recommended forms.		x	
Contractor Readiness Forms	UNVC to complete checklist that each piece of equipment is fully ready for FPT.	Х	Х	Process ensures contracting teams are fully ready for testing.
Test and Balance	UNVC to review the T&B report and verify 10% of what is being reported. UNVC to ensure proper flows. Move this to the Functional Performance Testing section.	X	X	
Functional Performance Testing (FPT) – 100%	 UNVC will create Functional Acceptance Testing (FPT) forms. UNVC will perform all the testing (not the contractor), except for DAS. All forms will be completed by UNVC (not the contractor). A 100% confirmation of all commissioned systems will be required as noted below. Mechanical equipment - 100% Lighting - 100% Panelboards - 100% Emergency electrical backup - 100% Plumbing fixtures - 100% Mixing valves - 100% Electrical outlets - 2 per circuit Controls Point to Point - 100% Controls Sequence of Operations - 100% Occupancy Sensors - 100% Test & Balance - 10% DAS performance testing – Provide checklists and witness testing 	X		Operations and maintenance manuals and startup reports are delivered to UNVC prior to FPT.

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes
Functional Performance Testing – UNVC Performed Sampling 25% Option	UNVC will create Functional Performance Testing (FPT) forms. UNVC will perform all the testing (not the contractor). All forms will be completed by UNVC (not the contractor). A 100% confirmation of all major equipment and 25% of terminal equipment. Only reports of failed equipment and tests to be documented. (equipment that passes will not be documented).		Х	
Point to Point Testing – 100%	UNVC to provide point to point testing of the following systems at 100%. Record offsets needed for calibration. Proper Building Management Systems (BMS) integration to be verified. Analog outputs, analog inputs, digital outputs, and digital inputs will be tested.	X		
Point to Point Testing – Sampling 25% Option	UNVC to provide point to point testing of the following systems at 25%. Record offsets needed for calibration. Proper Building Management Systems (BMS) integration to be verified. Analog outputs, analog inputs, digital outputs, and digital inputs will be tested.		Х	
Sequence of Operations (SOO) Testing – 100% Option	UNVC to review and test 100% of SOOs for all mechanical, plumbing, and electrical equipment. All main systems and pieces of equipment plus at least two terminal pieces of each system must be tested. The controls contractor must be present. Verify and provide documentation (screen shots) that SOOs meet the intent of the OPR.	X		
Sequence of Operations (SOO) Testing – Sampling 25% Option	UNVC to review and test 25% of SOOs for all mechanical, plumbing, and electrical equipment. All main systems and pieces of equipment plus at least two terminal pieces of each system must be tested. The controls contractor must be present. Verify and provide documentation (screen shots) that SOOs meet the intent of the OPR.		Х	
NETA Testing	 UNVC to review the NETA Testing reports of related electrical systems including the following. Switchboards Transformers Breakers over 200 AMP Medium Voltage Switchgear Conductors Ground Fault System 	X		
Proportional, Integral, and Derivative (PID) Loops	UNVC to test each PID loop for hysteresis and tuning. To increase effectiveness, Auto- Tuning is prohibited.	Х		Untuned loops are often mistaken as design problems.
Retesting of Equipment and Systems	UNVC to coordinate with contracting team for retesting efforts. In the event of a failure, all parties to support the effort to investigate and provide a remediation path to be taken by the contracting team. *Retesting in excess of this or by failure to follow remediation path to be performed at the expense of the General Contactor via the Owner.	*Х	*Х	
Issues Resolution	UNVC to provide timely assistance the project team members to aid in the resolution of deficiency, omissions, and non-conformance issues. UNVC will request relevant contractors be present for site inspections.	Х	х	

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes
Flushing and Cleaning	UNVC to verify onsite proper flushing and clean procedures are implemented and followed per manufactures recommendations. 10% of blow down valves will be reviewed to ensure the system has not only been flushed and cleaned, but the strainers are clean as well.	x		
Substantial Completion	UNVC to provide the owner a list of outstanding commissioning related issues for incorporation into the overall design team punch list. We recommend that the CxA be a representative of the owner for MEP completion to ensure systems are fully ready and only minor issues spill into occupancy.	x	Х	Owner to hold retainage from the general contracting team as necessary.
CLOSEOUT ACTIVI	TIES			
Operations and Maintenance Manual Review	 UNVC to review the O&M manuals to ensure all systems and equipment have the proper manuals, submittals, and shop drawings, per the OPR. Construction documents (drawings & specifications) Approved submittals of commissioned systems As-Built drawings As-Built sequence of operations Design setpoints for all commissioned systems Actual setpoints for all commissioned systems Sensor recalibration maintenance schedule Distributed Antenna Systems 	X	Х	
Training	 UNVC will review training agendas submitted and ensure that the training is sufficient, relevant, comprehensive, inclusive of connected systems per the OPR. The training must include the following: Emergency instruction and procedures Operational instruction and procedures Review of the related systems manuals Purpose of equipment Overview of related systems Explanation of how equipment is controlled Design requirements Troubleshooting procedures Indicators that the equipment is not functioning correctly Maintenance and inspections procedures Repair procedures Overview of related maintenance record logs 	X	X	
Training Evaluation	UNVC to administer a training evaluation based upon ASHRAE 0-2013 Appendix P. Results reported to the owner. Retraining costs may be borne by the contractor including compensation for professional wages lost as a result.	x		

Activity	Systems Commissioning Activity Description	Recommended BCxA Best Practices	Per RFP Minimum	Notes
Preventative Maintenance Plan Review and Schedule	UNVC to review PM plans as submitted by the contractor, address deficiencies, and develop a preventative maintenance schedule to complement the ongoing commissioning plan. UNVC to aid in the incorporation of equipment with the U of U CMMS as needed. When lesting of loading, staging and capacities can't be done in initial season, testing will deferred to the appropriate season.	X	X	
Six Month Post Occupancy Review & Seasonal Testing	UNVC to facilitate a review of the commissioned systems with the design team, vendors, contracting team, building operators to review new issues, warranty issues, unresolved issues, etc. prior to the expiration of the warranty period.	Х	Х	
Final Cx Report	 Final report to include the following. All drawing reviews, final OPR, final Cx plan, BECx specifications, all site reports, all testing reports. Executive summary Unresolved issues PFT results FPT results Issues log Cx meeting minutes NETA Electrical Systems Testing Reports Start Up reports SOO & Point to Point reports Static test forms Trending reports Owner training documents (agenda, forms, evaluation forms) OPR Cx design reviews Cx submittal reviews Final Cx plan Equipment tagging information (CMMS) 	X	x	
Final 11 Month Warranty Review	UNVC to attend if outstanding commissioning items remain.	Х	Х	

UNVC | SYSTEMS COMMISSIONING SERVICES PROPOSAL

FEE SUMMARY			
Activity	Recommend ed "BCxA Best Practices"	Per RFP Minimum	Notes
Total Services Fee: 15,243 SF	\$31,000	\$24,000	

- UNVC to provide all testing equipment as it relates to the commission scope. Any test that UNVC is to witness the expectation (and noted in the specs) is that the contractor will provide their own testing equipment.
- UNVC to provide all testing equipment except for breaker testing, megger, hi-pot, continuity, mandrel.
- UNVC will conduct visual inspections of installed electrical systems per NETA Acceptance Testing Specifications.
- UNVC to provide 3 days advanced notice, 7 when possible, for all site visits.
- Retesting of failed equipment or systems will be billed to the contractor via the Owner. Retesting will be provided by UNVC in an expedient manner such that deficiencies do not collect over time but are eliminated as they are identified. Retesting efforts to be billed at \$175 per hour with a 4-hour minimum.



John Burningham 801.641.7270 jburningham@unvc.net



300 Sierra Manor Drive, Suite 1 Reno, NV 89511

November 19, 2024

Mr. Charles A. Moore **Truckee Meadows Fire and Rescue** 3663 Barron Way Reno, NV 89511

RE: Truckee Meadows Fire Protection District – Station Number 35 Washoe County, Nevada Special Inspection and Materials Testing Services Proposal

Dear Moore:

CME, Inc. is pleased to provide this cost proposal for IBC special inspection and materials testing services on the referenced project.

It is understood that our scope of work is to provide on-site certified IBC special inspection and material testing when required. Our special inspector can also provide the on-site materials testing of subgrade, aggregate base, mortor, grout and concrete. All laboratory testing will be performed in our AASHTO accredited Reno laboratory.

Based upon a review of the plans provided, the requirements of the 2018 IBC Section 1704, and the Standard Specifications of Public Works Construction, we will provide the following services that will require certified special inspection and materials testing:

- Earthwork Grading*
- Aggregate Base Placement
- Concrete Placement
- Reinforced Concrete Placement*
- Structural Steel Welding*
- Structural Steel High Strength Bolting*
- Post Installed Anchorage Inspection*
- Masonry*
- Laboratory Testing

*Special inspection required

A detailed outline including total trips, hours per trip and associated fees is attached for your review.

The attached scope of work will include daily field reports describing construction, special inspection, and materials testing activities. Individual test results for compaction testing and concrete testing will be provided verbally at the completion of each test. Written summaries of the inspection dialogues and materials testing results will be provided weekly.

Based on the project plans, dated September 30, 2024, and the assumed construction schedule, we will provide our services for an estimated fee of \$124,750.00. As you know, our services are dependent on the assumed construction schedule and the scope of work provided. Any changes to your schedule or the anticipated scope

Charles A. Moore **Truckee Meadows Fire Protection** November 19, 2024 Page 2

may result in a change in cost. All services outside the attached estimate will be provided on a time and expense basis in accordance with our current standard fee schedule.

We appreciate the opportunity to provide our special inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.

Benjamin Seymour Project Manager <u>bseymour@cmenv.com</u> Direct: 775-737-7576 Mobile: 707-327-9990

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Jon A. Del Santo, PE Principal jdelsanto@cmenv.com Direct: 775-737-7564 Mobile: 775-846-4399



TMFPD - STATION #35 SPECIAL INSPECTION AND MATERIALS TESTING SERVICES RENO TECHNOLOGY PARKWAY W.

						DATE :	11/19/2024
ACTIVITY	QTY/DAYS	HRS/DAY	F	RATE		TOTAL	COMMENTS
PROJECT MANAGER							40 WEEKS
SENIOR PROJECT MANAGER	40	1	\$	200.00	\$	8.000.00	COORDINATION, CONSULATATION, REPORTS
SUBMITTALS REVIEW	2	2	\$	200.00	\$	800.00	,,
PRE CON/MEETINGS	40	1	\$	200.00	\$	8,000.00	
PROJECT MANAGER	20	0.5	\$	170.00	\$	1,700.00	
VEHICLE	40		\$	15.00	\$	600.00	
SITE GRADING, EARTHWORK							DENSITY AND SAMPLING
INSPECTOR - (SP)	30	6	\$	130.00	\$	23,400.00	UNDOC FILL OVER-EX, GRADING, SLAB ON
VEHICLE + EQUIPMENT	180		\$	15.00	\$	2,700.00	GRADE, FOUNDATION, SUBGRADE, AC
							PAVING, AGGREGATE BASE, PCC PAVING -
PROCTORS	4		\$	300.00	\$	1,200.00	NATIVE, UNDOC FILL, AGG BASE
SIEVE ANALYSIS & PLASTICITY INDEX	3		\$	250.00	\$	750.00	NATIVE, UNDOC FILL, AGG BASE
UTILITY WORK*							
INSPECTOR - WATER, SD & SS	15	6	\$	120.00	\$	10,800.00	APPROX 2.300 LF - COMPACTION TESTING
VEHICLE + EQUIPMENT	90		\$	15.00	\$	1,350.00	INCLUDED
PROCTORS	1		\$	300.00	\$	300.00	BEDDING SAND
* ASSUME INSTALLATION RATE OF 150 LF							SAMPLE EVERY DAY OR 150 CY
TECHNICIAN REG	7	4	\$	130.00	\$	3,640.00	SW/FLATWORK, C&G - APPROX 192 CY
TECHNICIAN REG	2	6	\$	130.00	\$	1,560.00	SLAB ON GRADE - APPROX 147 CY
TECHNICIAN REG	2	6	\$	130.00	\$	1,560.00	APPARATUS BAY - APPROX 147 CY
TECHNICIAN REG - (SP)	3	6	\$	130.00	\$	2,340.00	FOOTINGS - APPROX 179 CY
TECHNICIAN REG	2	6	\$	130.00	\$	1,560.00	EMERGENCY VEHICLE APRONS
TECHNICIAN REG	2	6	\$	130.00	\$	1,560.00	TRASH ENCLOSURE/EQUIPMENT PADS
TECHNICIAN REG - (SP)	2	6	\$	130.00	\$	1,560.00	PUMP STATION BUILDING SOG/FOOTINGS
VEHICLE + EQUIPMENT	106		\$	15.00	\$	1,590.00	
CONCRETE CYLINDERS	20		\$	225.00	\$	4,500.00	SETS OF FIVE
**INCLUDES CYLINDER PICKUP FOLLOWIN	IG DAY						
MASONRY						APP	ROX 13000 SF - PERIODIC IBC INSPECTION
INSPECTOR - (SP)	40	5	\$	130.00	\$	26,000.00	GROUT, MORTAR, AND BLOCK SAMPLING
VEHICLE + EQUIPMENT	200		\$	15.00	\$	3,000.00	
COMPRESSIVE STRENGTH OF 8" PRISM	2		\$	540.00	\$	1,080.00	SETS OF THREE
COMPRESSIVE STRENGTH OF 12" PRISM	2		\$	675.00	\$	1,350.00	SETS OF THREE
COMPRESSIVE STRENGTH OF BLOCK	2		\$	300.00	\$	600.00	SETS OF THREE
COMPRESSIVE STRENGTH OF MORTAR	2		\$	135.00	\$	270.00	SETS OF THREE
	12		¢	125.00	¢	1 755 00	

ASPHALT CONCRETE

COMPRESSIVE STRENGTH OF GROUT

INSPECTOR - REG	1	8	\$ 120.00	\$ 960.00	APPROX 850 TONS
INSPECTOR - O.T.			\$ 150.00	\$ -	
VEHICLE	8		\$ 15.00	\$ 120.00	
CORING TECHNICIAN - REG	1	4	\$ 115.00	\$ 460.00	
CORE RIG/VEHICLE	4		\$ 60.00	\$ 240.00	
ASPHALT FULL MARSHALL SERIES	2		\$ 725.00	\$ 1,450.00	1/500 TONS
CORE UNIT WEIGHTS	2		\$ 300.00	\$ 600.00	SETS OF THREE

\$

135.00 \$

1,755.00

SETS OF THREE

13

STRUCTURAL STEEL, ANCHORAGE

INSPECTOR - (SP)	4	3	\$ 130.00	\$ 1,560.00	HS BOLTS
INSPECTOR - (SP)	10	3	\$ 130.00	\$ 3,900.00	FIELD/SHOP WELDING
INSPECTOR - (SP)	3	3	\$ 130.00	\$ 1,170.00	POST INSTALLED ANCHORS
VEHICLE + EQUIPMENT	51		\$ 15.00	\$ 765.00	

TOTAL ESTIMATED FEE: \$ 124,750.00

1. (SP) - SPECIAL INSPECTION REQUIRED

2. BASE ON CME PAYING NON-PREVAILING WAGE RATES

3. INSPECTION AND TESTING WILL BE PROVIDED PER THE WASHOE COUNTY STANDARD SPECIFICATIONS AND THE 2012 SSPWV, REVISION 8

4. INCLUDES TRAVEL TIME TO/FROM SOUTH RENO OFFICE



10/09/2024

Truckee Meadows Fire & Rescue

3663 Barron Way Reno,NV 89511

Dear Charlie Moore,

RE : E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE Project ID# : 3011013952

The enclosed documents specify costs and responsibilities to provide electric facilities to the above referenced project. Should you decide to proceed with this project, please sign and return an original copy of the enclosed document(s) to the address listed on the attached Memorandum Advanced Statement of Advance/Credit.

The Agreement constitutes a contract regarding installation costs for the requested service. As such, it requires the signature of a person legally authorized to enter into this Agreement. Please ensure that the name and title of the person signing the contract are clearly printed or typed on the lines immediately following the signature. Confusion regarding the authority of the person signing the contract may result in a delay to the installation of electric facilities. A copy of the executed agreement will be returned to you at the above address.

The Terms and Conditions of this proposal shall be firm for 90 days from the date of this letter, at which time the Agreement is no longer valid. After 90 days we may provide you with a new Agreement with revised costs and/or design changes. These changes could be a result of, but are not limited to, field condition changes, project work order connection point, proportionate share and attachment costs, contingent projects, and project labor, material, and tax cost increases. The project is subject to cancellation 180 days from the date of this letter. In the event of project cancellation, you must reimburse Utility for all costs expended on the project and the design in accordance with Rule 9, Section A.2.

In an effort to facilitate completion of this utility work, please submit an application for meterset upon assignment of address(es) from your government agency. This meterset information is required prior to receiving service.

Should you have any other questions regarding this Agreement, please contact me at (775)834-7768.

Sincerely,

Irene Jasmin

Utility Design Administrator



	Memorano	dum of Advar	nce/Credit						
Date Issued:	10/09/2024								
Project Number:	3011013952	Project Title:	RESCUE FIRE	IEADOWS FIRE & STATION-FP-COMM- ADOWS FIRE &					
Request No:	94172	Estimate Version	1: 8						
Applicant Name:	Truckee Meadows Fr	Truckee Meadows Fire & Rescue							
Applicant Address:	3663 Barron Way, Reno, Memorandum Number: 98152 NV 89511								
Applicant Phone:	775-326-6000								
Applicant Fax:									
Applicant Email:	cmoore@tmfpd.us								
Project Coordinator	: Irene Jasmin	Pho	one Number:	(775)834-7768					
Contract Amount D	etail:								
	Taxable	Non-Taxable]	Fax Total					
Subject to Refund	165,545.00	0.00	19,369	0.00 184,914.00					
Non-Refundable	7,082.00	965.00	2,821	.00 10,868.00					
Credits				3,000.00					

Total Advance Due:

\$192,782.00

If proceeding with contract, please follow the remittance instructions:

- 1. Please sign contract.
- 2. Make check, money order, or cashiers check payable to NV Energy. Credit cards not accepted.
- 3. Write your project number (shown above) on the check.
- 4. Please remit the contract and payment to the following location:

NV Energy P.O.Box 10100 Mail Code: R77CSE Reno, NV 89520

If this payment is related to the final advance, then:

- 1. Enclose any necessary project documentation required for your project along with your signed contract and payment.
- 2. NV Energy must receive signed contract, payment, and all required documents before the project will be scheduled for construction.
- 3. If the signed contract and payment are not returned to NV Energy within ninety (90) days of the date identified above under "Date Issued" or the Tax Gross-up Rate changes before you return the signed contract and payment to NV Energy, NV Energy will re-estimate the costs and provide you with a revised contract.

Contact your project coordinator at (775)834-7768 with any questions or concerns. Thank you!

Note: All executed documents will be sent via email to the address above. ___Check if you require to receive documents through U.S. Mail This memorandum is provided for informational purposes only.



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

This Rule 9 Line Extension Agreement ("Agreement") is made and entered between Sierra Pacific Power Company, a Nevada Corporation, d/b/a NV Energy ("Utility") and Truckee Meadows Fire & Rescue, a(n) NV GOVERNMENT ("Applicant") (individually, a "Party" and collectively, the "Parties").

RECITALS

- A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.
- B. Applicant has requested an Alteration of Existing Facilities and/or Service to its Development.
- C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.
- D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

- 1.1 <u>Project</u>. In order to provide 350 KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE and attached as <u>Exhibit A</u>.
- 1.2 <u>Estimated Total Costs</u>. The Estimated Total Costs for the Project are **\$210,454.00**, as summarized on <u>Exhibit B</u>.
- 1.3 <u>Estimated Advance</u>. The estimated Advance is **\$195,782.00**, consisting of:
 - (A) <u>CIAC</u>. An estimated CIAC in the amount of \$8,047.00 ("Estimated CIAC"). This amount includes a non-taxable, non-refundable cost of \$965.00 and a taxable, non-refundable cost of \$7,082.00. If the Estimated CIAC exceeds \$40,000, it is subject to a Total Cost True-up.
 - (B) <u>Advance Subject to Potential Refund</u>. An Advance Subject to Potential Refund in the amount of \$165,545.00. This amount includes Applicant's responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of \$0.00.
 - (C) <u>Tax Gross-Up</u>. The estimated Tax Gross-up is:
 - (1) <u>Advance Subject to Potential Refund</u>. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of **\$19,369.00**. This Tax Gross-up is subject to refund.



Project ID:

Project Title: E-TRUCKE RESCUE

3011013952

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

- (2) <u>CIAC</u>. A Tax Gross-up relating to CIAC in the amount of **\$829.00**. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Up.
- (3) <u>Non-Cash Contributions</u>. A Tax Gross-up relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of \$1,992.00. This Tax Gross-up is not subject to refund.
- 1.4 <u>Up-front Allowance</u>. The Maximum Allowance is **\$83,650.00**. As shown on <u>Exhibit C</u>, the Up-front Allowance is **\$33,699.00**.
- 1.5 <u>Payment</u>. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility or deliver a purchase order to Utility in the amount of **\$192,782.00 ("Initial Amount")**. When calculating this amount, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.
- 1.6 <u>Related Contracts</u>.

-

(A) <u>Proportionate Share Contracts</u>. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s):

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

(B) <u>Master Planned Community Contracts</u>. This Agreement is associated with the following master planned community contracts:

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

2. Description and Design of the Project

- 2.1 <u>Design for Project; Amendment</u>. The design for the Project, including any Betterments is attached to this Agreement as <u>Exhibit A</u> (the **"Design")**. Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with <u>Section 11.10</u>.
- 2.2 <u>Condition to Providing Service</u>. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its obligations under <u>Section 4.4</u> to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.



Project ID: 3011013952

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

Project Title:

- 2.3 <u>Inaccurate Information and Field Conditions</u>. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay Construction Complete and Service to the Development.
- 2.4 <u>Sources of Power</u>. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of service to the Development.
- 2.5 <u>Providing Service to Applicant</u>. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other Customers or Applicants.

3. Betterments; Refunds; True-Ups

- 3.1 <u>Utility and Applicant Betterments</u>. [INTENTIONALLY OMITTED]
- 3.2 <u>Limitation on Refunds</u>. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from \$0 to the balance of the Advance Subject to Potential Refund.
- 3.3 <u>Performance of True-Ups</u>. Utility will perform any Allowance True-up if required and in accordance with Rule 9, Section A.31. Utility will perform any Total Cost True-up if required and in accordance with Rule 9, Section A.31. After Utility performs any required Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.
- 3.4 [INTENTIONALLY OMITTED]
- 3.5 [INTENTIONALLY OMITTED]

4. Applicant's Obligations

4.1 <u>Responsibility for Total Costs; Purchase Order Process</u>. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9. If Utility agreed to accept a purchase order from Applicant for the Initial Amount, Utility will invoice Applicant's Total Costs against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might delay completion of the Project and Service to the Development.



RULE 9

Project Title: LINE EXTENSION AGREEMENT

3011013952

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-**E-TRUCKEE MEADOWS FIRE &** RESCUE

Agreement No.: 115642

Project ID:

- 4.2 Payment of Advances. Applicant must pay all Advances based on the Estimated Total Costs identified initially in Exhibit B and those identified subsequently by Utility in accordance with Rule 9.
- 4.3 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code.
- 4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts.
 - Identification of Conflicts. Applicant must identify, in writing and in a manner (A) satisfactory to Utility, all conflicts between (1) the Development and the Electric System located within the Development, (2) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and the Electric System located adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development.
 - (B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (2) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
 - Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, (C) its agents, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (1) pay all costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property Rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).
- 4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. In addition to providing Applicant with an invoice for the Initial Amount, Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. If Utility agreed to accept a purchase order from Applicant, Utility will invoice Applicant for the Total Costs against that purchase order (as amended). Otherwise, the Initial Amount is due when Applicant delivers the signed Agreement to Utility. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID 3011013952 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Project.



Project ID: Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

- 4.6 <u>Interest</u>. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.
- 4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:
 - (A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or
 - (B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or
 - (C) Resulting from or arising out of surface or subsurface field conditions; or
 - (D) That were installed outside the Property Rights intended for such facilities; or
 - (E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.
- 4.8 <u>Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by</u> <u>Applicant.</u> For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:
 - (A) Allow Utility to inspect the construction and installation of these improvements.
 - (B) Maintain, repair, and (as Utility deems necessary) replace these improvements until Utility's Acceptance, in addition to providing the guarantees in <u>Section 6</u>. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, remandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense and to Utility's satisfaction) must replace the damaged conduit.
- 4.9 <u>Obligation to Provide Information to Utility</u>. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a.

5. **Property Rights;Ownership and Lien Release(s)**



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

- 5.1 <u>Obligation to Acquire and Convey Property Rights</u>. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Total Costs, Utility may obtain an appraisal(s) of the Property Rights.
- 5.2 <u>Condition to Commencing Construction</u>. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).
- 5.3 <u>Responsibility for Use of Utility's Property Rights</u>. Applicant is responsible for (A) any violation or breach of any Property Rights for the Project or any agreements or instruments creating or evidencing any Property Rights for the Project (collectively, "Property Rights Documents") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("Responsible Parties"); (B) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Agreement (the "Work"); and (C) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work.
- 5.4 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility's side of the Point of Delivery. Upon Utility's written request, Applicant will sign and deliver a bill of sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the Rule 9, Section A.12.a improvements to Utility and certifies that these improvements are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, these improvements for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable Laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Total Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant and Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit.
- 5.5 <u>Release of Lien or Claim</u>. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the Rule 9, Section A.12.a improvements.

6. Guarantees



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

- 6.1 <u>Guarantee Against Defects</u>. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.
- 6.2 <u>Utility's Option to Remedy Defect</u>. Utility may, at its option and Applicant's sole Total Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in <u>Section 6.1</u>. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all amounts it incurred within sixty (60) days of receiving an invoice from Utility.
- 6.3 <u>Modification or Relocation of Electric Facilities</u>. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

7. Default

- 7.1 <u>Procedure</u>. If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("Non-Defaulting Party"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date that is dependent on Applicant's or a third-party's performance is not an event of default.
- 7.2 <u>Notice to Utility's Legal Department</u>. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in <u>Section 13.2</u>, Applicant must also send a copy of any notice required under <u>Section 7</u> to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

8.1 <u>Exchanging Information</u>. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.



Project ID: Project Title: 3011013952

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

- 8.2 <u>Labeling Information Confidential</u>. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that nonwritten information requires confidential treatment ("Confidential Information").
- 8.3 <u>Procedures for Protection of Confidential Information</u>. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to:
 - (A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and
 - (B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.
- 8.4 <u>Return or Destruction of Confidential Information</u>. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.
- 8.5 <u>Sharing Confidential Information</u>. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties"**); provided, however, Utility approves disclosure to the Other Party in writing in advance. Applicant will ensure that these Other Parties abide by the terms of this Confidentiality Section. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any person.
- 8.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this "Confidentiality" Section, if Applicant is requested by a third party or might be legally compelled to disclose Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel, at Applicant's Total Costs, if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.
- 8.7 <u>Rights and Limitations</u>. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

9. Force Majeure

- 9.1 <u>Notice of Force Majeure Event</u>. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.
- 9.2 <u>Duty to Mitigate Effects of Delay</u>. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.
- 9.3 <u>Notice of Resumption of Performance</u>. The affected Party must promptly notify the other Party in writing when the Force Majeure Event has ended and when performance will resume.
- 9.4 <u>Liability: Termination Option</u>. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.
- 9.5 <u>Notice to Utility's Legal Department</u>. In addition to sending notices required under this "Force Majeure" Section to the Project Coordinator, Applicant must also send a copy of all required notices to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

10. Representations

- 10.1 <u>No Pending Actions, Suits or Proceedings</u>. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.2 <u>Authority</u>. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Miscellaneous Provisions

11.1 <u>Insurance</u>. Applicant must require that the contractor and subcontractors performing the Work (defined in <u>Section 5.3</u>) procure and maintain in effect the insurance coverages set forth in <u>Exhibit D-1</u> until after Utility's Acceptance of the Work. If Applicant performs any Work, Applicant must procure and maintain in effect the insurance coverages set forth in <u>Exhibit D-2</u> until after Utility's Acceptance of the Work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

- 11.2 <u>Utility's Tariff Schedules; Commission</u>. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties and supersede any portion of this Agreement should a conflict arise. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding <u>Section 11.10</u>, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.3 <u>Integration</u>. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 11.4 <u>Assignment</u>. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.
- 11.5 <u>Limitation of Damages</u>. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance.
- 11.6 <u>Choice of Law and Venue</u>. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Washoe County, Nevada or the federal district court with jurisdiction over Washoe County, Nevada. The Parties agree they will not initiate an action against each other in any other jurisdiction.
- 11.7 <u>No Waiver</u>. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.
- 11.8 <u>Independent Contractor</u>. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.
- 11.9 <u>Interpretation</u>. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.
- 11.10 <u>Amendments</u>. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

- 11.11 <u>No Third-Party Beneficiaries</u>. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.
- 11.12 <u>Remedies</u>. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.
- 11.13 <u>Headings; Exhibits; Cross References</u>. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 11.14 <u>Discretion</u>. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom or reasonableness.
- 11.15 <u>Severability</u>. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.
- 11.16 <u>Counterparts</u>. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.
- 11.17 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.
- 11.18 [INTENTIONALLY OMITTED]



RULE 9

Project ID: 3011013952

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

LINE EXTENSION AGREEMENT

Agreement No.: 115642

11.19 JURY Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12. Term and Termination

- 12.1 <u>Term of Agreement</u>. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless terminated earlier under this Agreement.
- 12.2 <u>Termination of Project by Applicant or Mutual Agreement</u>. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.
- 12.3 <u>Termination of Project by Utility</u>. Utility may terminate the Project in accordance with Rule 9, Section A.27.c. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.
- 12.4 <u>Surviving Obligations</u>. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:
 - (A) Obligations under <u>Section 4.3;</u>
 - (B) Obligations under <u>Section 4.4;</u>
 - (C) Obligations under <u>Section 4.7;</u>
 - (D) Obligations under <u>Section 5;</u>
 - (E) Obligations under <u>Section 6;</u>
 - (F) Obligations under <u>Section 8;</u>
 - (G) Obligations that arise under <u>Section 11.1;</u> and
 - (H) Paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.

The provisions of <u>Section 4.5</u>, <u>Section 4.6</u>, <u>Section 11.2</u>, <u>Section 11.5</u>, <u>Section 11.6</u>, <u>Section 11.19</u> and <u>Section 13</u> continue to apply to this Section.



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

13. Notices

13.1 <u>Method of Delivery: Contacts</u>. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator's as follows:

<u>Utility:</u> NV Energy Jasmin, Irene (NV Energy) Physical Address: 1 Ohm Place, Reno, NV 89502 Mailing Address: P.O. Box 10100, Mail Code: R77CSE, Reno, NV 89520 Telephone No.: (775)834-7768 Email Address: Irene.Jasmin@nvenergy.com

Applicant: Truckee Meadows Fire & Rescue Charlie Moore Physical Address: 3663 Barron Way, Reno, NV 89511 Mailing Address: 3663 Barron Way, Reno, NV 89511 Telephone No.: 775-326-6000 Email Address: cmoore@tmfpd.us

13.2 <u>Additional Notice to Utility</u>. For any notice given by Applicant to Utility under <u>Section 7,</u> <u>Section 8.6, Section 9, Section 12.2</u>, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost Trueup Support, Applicant must also send a copy to:

NV Energy Attn.: Rule 9 Contract Administration 7155 Lindell Rd M/S B90SD Las Vegas, NV 89118 Email Address: Rule9department@nvenergy.com

13.3 <u>Notice to Utility's Legal Department</u>. For any notice given by Applicant to Utility under <u>Section 7, Section 8.6, Section 9, Section 12.2</u> or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy Attn: Legal Department 6226 West Sahara Avenue, M/S 3A Las Vegas, Nevada 89146



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

13.4 <u>Receipt of Notice: Change of Information</u>. Each notice, consent, request, or other communication required or permitted under this Agreement is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

14. Definitions

- 14.1 <u>Terms Defined in Rule 1</u>. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("CIAC"); Customer; Maximum Demand; Line Extension; Service; Standards.
- 14.2 <u>Terms Defined in Rule 9</u>. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.
- 14.3 <u>Additional Definitions</u>. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:
 - (A) <u>Acceptance</u>: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.
 - (B) <u>Betterment</u>: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party's voluntary election that involves:
 - (1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant's requirements for Service or Utility's requirements for an Alteration of Existing Facilities;or
 - (2) An alternate route for the facilities as set forth in Rule 9, Section A.5.
 - (C) <u>Development</u>: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.
 - (D) <u>Effective Date</u>: The date this Agreement is last signed below.
 - (E) <u>Electric System</u>: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.
 - (F) <u>Force Majeure Event</u>: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.



Project ID: Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

- (G) <u>Law</u>: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.
- (H) <u>Permit</u>: Any applicable approval, permit, consent, waiver, exemption,variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.
- (I) <u>Project Coordinator</u>: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in <u>Section 13.1</u>.
- (J) <u>Project ID or PID</u>: The identification number Utility assigns to a Project.
- (K) <u>Property</u>: The premise(s) owned or controlled by Applicant commonly known as 3663 Barron and further described as being within Assessor's Parcel Number(s) (APN(s)) 08419108
- (L) <u>Rule 1</u>: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (M) <u>Rule 9</u>: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (N) <u>Tariff Schedules</u>: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time.

[signature page follows]



Project ID:

Project Title:

3011013952 E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

UTILITY:

Sierra Pacific Power Company d/b/a NV Energy

By:	
Printed Name:	
Title:	
Date:	

APPLICANT:

Truckee Meadows Fire & Rescue

By:	
	Signature
Printed Name:	
Title:	
Date:	



Project ID:

Project Title:

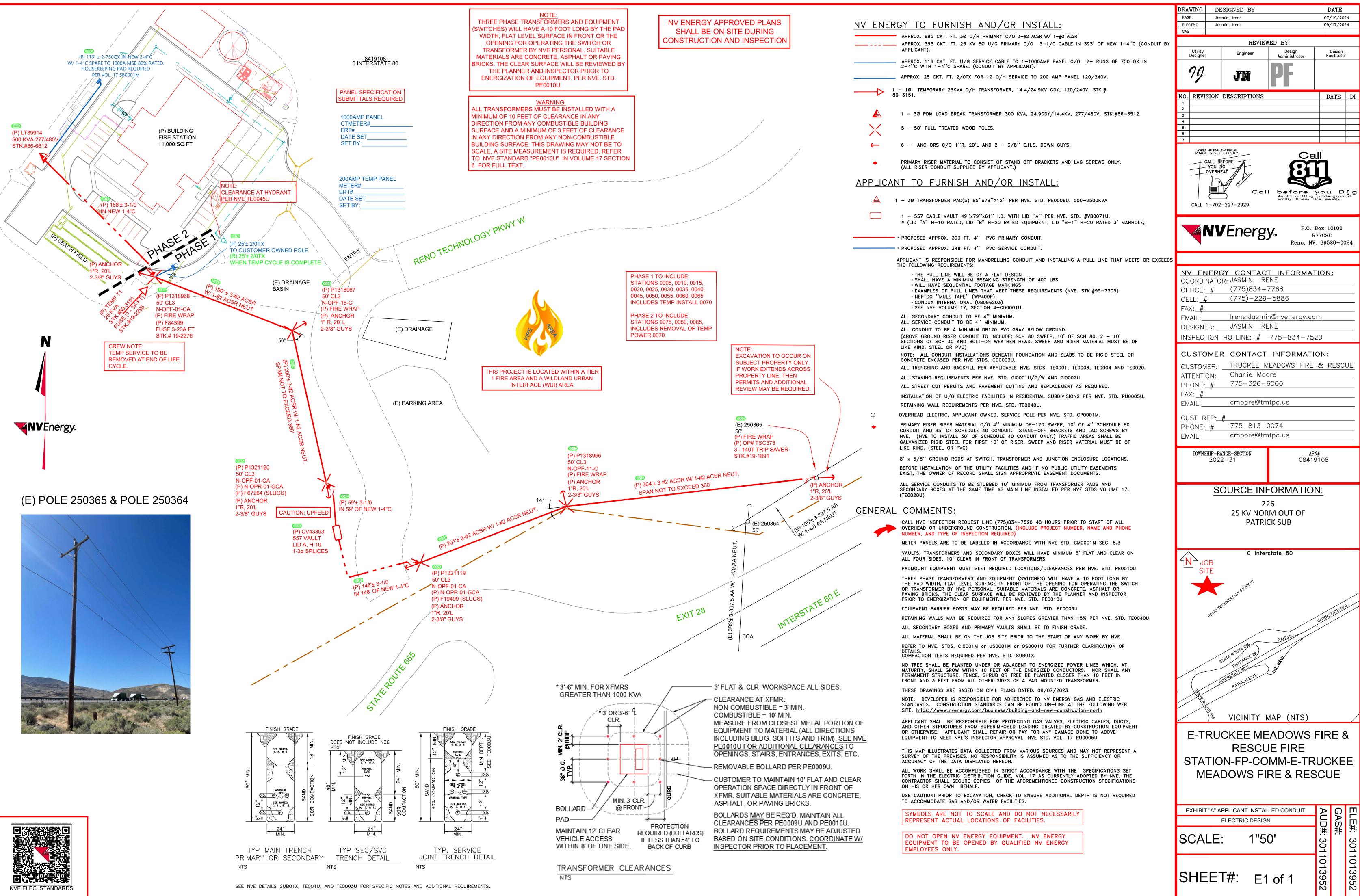
3011013952 E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

Exhibit A

Design

[Attached]





Project ID:

Project Title:

3011013952 E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

Exhibit B

Cost Worksheet

[Attached]

3011013952 E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & Est 94172 v8 RESCUE

			RESC	CUE					NV Energy,	
Cost Workshee	et ("Exhibit	– B")							VIN V LI IEI 89.	
Project ID :	30110139	952			E-TRUCKEE MEA STATION-FP-CC FIRE & RESCUE	ADOWS FIRE & RE DMM-E-TRUCKE				
Units :	1		kVA :				350			
Estimate Version :	8	Estimate Reques			st Number :		94172			
Contract Type :			NVEner	rgy Cont	act :		Irene Jasmin			
Substation PID :										
			Cost I	Estimate S	Summary					
		Total Co	st Estimate		plicant		Applicant Non-	NVEnergy		
Lah	or & Overhead	<u> </u>			nimum		Refundable	Responsibility	_	
	erial & Overhead		062.77 803.03		859.71 ,843.13		6,164.50 1,882.55	203.06 2,959.90	-	
	DCA	· · · · · · · · · · · · · · · · · · ·	.00		0.00		0.00	0.00		
5	Substructure	0	.00	(0.00		0.00	0.00		
	nits & Vouchers	· · · · ·	588.00		588.00		0.00	0.00	_	
	ant Installed Cos		.00		0.00		0.00	0.00	_	
	ntingency Cost otal Amount		454.00		291.00	\vdash	0.00 8,047.00	3,163.00	-	
		,					3,5			
Refundat	hle		Adv Non-Refu	<u>/ance Calc</u> Indable	ulation		North Str	eet Light Non Refur	dable	
			A	maable	-		North Str	C		
Total Customer	199,244.00	Total Customer			8,047.0	00	Total Street Light Cu	stomer Min	0.00	
Minimum Cost Subject to Refund		NonRefundable		lot Subiec		!	Non Refundable cost			
Proportionate Share	0.00		(Subject to Salvage Credit & Not Subject to Excess Allowance)				(Subject to Salvage C Light Allowance)	redit & Not subject	To Street	
Proportionate Share		Salvage/Scrap To be applied					Salvage/Scrap To be	e applied		
Waived	0.00	Excess Salvage Credit to be applied				00	Excess Salvage Cred	it to be applied		
Refund Subject to	199,244.00	from B Applicant Non-Refundable Cost			8,047.0		from D	0.00		
Allowance & Excess	199,244.00						Applicant Non-Refundable Cost			
Salvage Excess Salvage Credit		(Not Subject to Street Light Allowance A applying Salvage Credit)					(Not Subject to Street Light Allowance After applying			
from A & B to be	0.00	В			Tr		Salvage Credit)			
applied to Refundable		Total Customer Minimum			0.	.00	D Street Light Applicant Non-Refundable			
Initial Allowance	33,699.00	NonRefundable (Subject to Salvage Credit & Initial Allowance			I wance)		Cost			
Total Refundable	165,545.00	Salvage/Scrap To be applied					(Subject to Salvage Credit & Streetlight Allowance)			
		Excess Salvage	Credit to be a	pplied	0.	.00	Salvage/Scrap To be	e applied		
		from A Total Customer Minimum				.00	Excess Salvage Cred	it to be applied	0.00	
		NonRefundable			0.		from C			
		(Subject to Initia	al Allowance A	After apply	ing Salvage	- 11	Street Light Applicar Cost	it Non Refundable	0.00	
		<u>Credit)</u> Excess Allowan	ce		0.	.00	(Subject to Streetligh	it Allowance After a	pplying	
		Total Customer	Minimum		0.		Salvage Credit)			
		NonRefundable					Streetlight Allowance	2	0.00	
		(After applying Credit)	Excess Allowa	ince and S	alvage	- 11	Street Light Applicar Cost	nt Non Refundable	0.00	
		Total Non-Refu	Indable		8,047.0	~~II'	(After applying Stree	tlight Allowance an	d Salvage	
		Removal Cost V	Vithout Salvag	e	965.	00	Credit)	-	-	
		Rule 9 Remova	of Existing Fa	acilities	965.	00				
		Streetlight Rem Facilities	oval of Existir	ng	0.0	00				
		Rule9 TotalTax Cost	able NonRefur	ndable	7,082.0	00				
		Streetlight Tota NonRefundable			0.0	00				
		Rule9 Total Noi NonRefundable			965.0	00				
		Streetlight Tota			0.0	00				

3011013952

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE Est 94172 v8

Cost Worksheet ("E>	khibit – B
---------------------	------------

Cost Worksheet ("Exhibit – B")			NVEnerg
	Advance S	ummary	
Advance Subject to Refund		Current Tax Rate	11.70
Non-Taxable Advance	0.00	Total Non-Taxable	965.00
Taxable Advance	165,545.00	Total Taxable (Less Tax)	172,627.00
Tax	19,369.00	Total Tax	22,190.00
Total Advance Subject to Refund	184,914.00	Total Contract Amount	195,782.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	965.00		
Taxable Advance	7,082.00		
Tax	829.00	Customer Contributed facilities value	17,022.00
Substructures Tax	1,992.00		
Streetlight Non-Refundable Advance			
Street Light Non-Taxable Advance	0.00		
Street Light Taxable Advance:	0.00		
Street Light Tax	0.00	Street light Customer Contributed facilities	0.00
Street Light Substructures Tax	0.00		
Total Non-Refundable Advance	10,868.00		
Total Contract Amount	195,782.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Streetlight Conduit Credit	0.00		
Applicant Installed Oversized Facilities Credit	0.00		
Applicant Installed Gas Mains Credit	0.00		
Applicant Installed Service	0.00		
Reimbursement Credit			
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	3,000.00		
Total Applicant Advance/Credit	192,782.00		



Project ID:

Project Title:

3011013952 E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

Exhibit C

Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit - C")



Project ID:	3011013952	Project Title : E-TRUCK RESCUE	EE MEADOWS F	IRE & RESCU	E FIRE STATION-FI	P-COMM-E-TRUCKE	EE MEADOWS FIR	RE & Substation PID:	Shoi	rt Life	Years: N/A
							Total Poter	ntial Future Refundable I	ncluding Tax		\$184,914.00
							*Note	Total Proposed Ru e: Total Proposed Rule 9 Al		eet Lig	\$83,650.00 ht Allowance
Initial Rule	9 Allowance										
Existing Load	Switch Gear Location/building ID	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/KVA	Build out Factor	Allowance Mtr/Unit/KVA	Allowance Multiplier Unit/Meter/KVA	Short Life Adjustment		Initial Allowance
No	SITE PLANS	GS-2 Secondary (<4kV- 50kW-499kW)	Secondary	350.00	KVA X	40.29% =	141.00	X \$239.00	X N/A	=	\$33,699.00
								Initial Allov	vance	-	\$33,699.00
								Total Initia	l Allowance Given		\$33,699.00
Potential Fu	iture Rule 9 Allowance	2									
Existing Load	Switch Gear Location/building ID	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/KVA	Build out Factor	Allowance Mtr/Unit/KVA	Allowance Multiplier Unit/Meter/KVA	Short Life Adjustment		Potential Future Allowance
No	SITE PLANS	GS-2 Secondary (<4kV- 50kW-499kW)	Secondary	350.00	KVA X	59.71% =	209.00	X \$239.00	X N/A	=	\$49,951.00
								Potential	Future Allowance		\$49,951.00
								Less Credit Fror	n Initial Allowance		\$
								Total Potentia	I Future Allowance		\$49,951.00

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Total Proposed Rule 9 Allowance \$

The Potential Future Allowance will be granted up to the Estimated Refundable Subject to Allowance and Excess Amount from the Cost Worksheet attached to the Line Extension Agreement as Exhibit B.

Total Potential Future Refundable Including Tax \$

The Total Potential Future Refundable Dollars, inclusive of any CIAC Advanced or tax advanced, for the Line Extension Agreement. This amount does not correlate to this Allowance Worksheet, it is shown to help the customer determine easily how much of their Advance could potentially be Refunded if all Allowance is meet, and/or there are sufficient Proportionate Share attachers to warrant a 100% refund of all Refundable Dollars Advanced as part of the Line Extension Agreement.

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

Exhibit D-1

Insurance Coverages

(Applicant's Contractors and Subcontractors)

- 1. <u>Types of Insurance Required</u>. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing Work (defined in <u>Section 5.3</u> in the Agreement) to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) <u>Workers' Compensation and Employer's Liability</u>. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) <u>Commercial General Liability Insurance</u>. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) <u>Excess or Umbrella Liability Insurance</u>. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the abovementioned policies.
- 2. <u>Insurer and Policy Requirements</u>. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) <u>Additional Insured</u>. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) <u>Primary Insurance</u>. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.
 - (C) <u>Subrogation Waivers</u>. Providing Utility with waivers of subrogation on all coverages.
 - (D) <u>Severability and Cross Liability</u>. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) <u>Notice Requirement</u>. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.
- 3. <u>Notice Requirement</u>. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.



Project ID: 3011013952 Project Title: E-TRUCKEE M

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

Agreement No.: 115642

- 4. <u>Deductible and Retention Limits</u>. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
- 5. <u>Certificate of Insurance</u>. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.



Project ID:

Project Title:

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

Exhibit D-2

Insurance Coverages

(Applicant)

- 1. <u>Types of Insurance Required</u>. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):
 - (A) <u>Workers' Compensation and Employer's Liability</u>. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars (\$1,000,000.00) per each accident; (2) one million dollars (\$1,000,000.00) per each employee disease; and (3) one million dollars (\$1,000,000.00) in the annual aggregate per each occupational disease.
 - (B) <u>Commercial General Liability Insurance</u>. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars (\$2,000,000.00) and an aggregate limit of not less than two million dollars (\$2,000,000.00).
 - (C) <u>Automobile Liability Insurance</u>. Comprehensive automobile liability with a combined single limit of one million dollars (\$1,000,000.00) or a limit of one million dollars (\$1,000,000.00) each person and one million dollars (\$1,000,000.00) each occurrence.
 - (D) <u>Excess or Umbrella Liability Insurance</u>. Excess or umbrella liability with a limit of not less than three million dollars (\$3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the abovementioned policies.
- 2. <u>Insurer and Policy Requirements</u>. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:
 - (A) <u>Additional Insured</u>. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) <u>Primary Insurance</u>. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.
 - (C) <u>Subrogation Waivers</u>. Providing Utility with waivers of subrogation on all coverages.
 - (D) <u>Severability and Cross Liability</u>. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) <u>Notice Requirement</u>. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.
- 3. <u>Notice Requirement</u>. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.



Project ID:

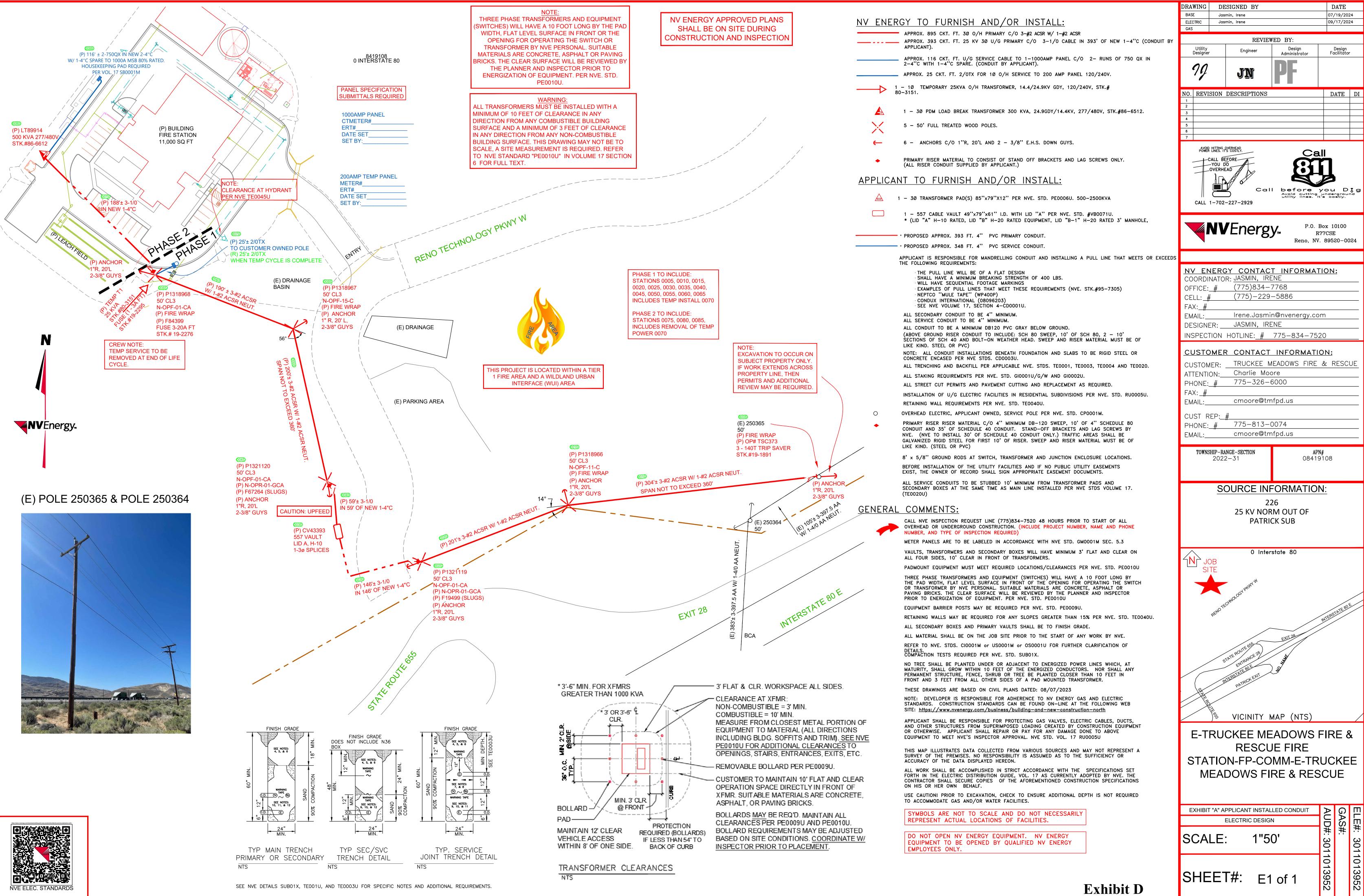
Project Title: E-

E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE

3011013952

Agreement No.: 115642

- <u>Deductible and Retention Limits</u>. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.
- 5. <u>Certificate of Insurance</u>. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.





300 Sierra Manor Drive, Suite 1 Reno, NV 89511

December 17, 2024

Mr. Charles A. Moore **TRUCKEE MEADOWS FIRE AND RESCUE** 3663 Barron Way Reno, NV 89511

RE: Pre-Construction, Construction Management, and Administration Proposal Truckee Meadows Fire Protection District Station 35

Dear Mr. Moore:

Construction Materials Engineers, Inc. (CME) is pleased to submit the following proposal to provide professional services for Pre-Construction and Construction Management which includes Construction Administration Inspection Services for the Truckee Meadows Fire Protection District Station 35.

1.0 PROJECT DESCRIPTION

We understand that the project includes the construction of a new fire station located off of Reno Technology Parkway near the Apple Data Center. At this time the project schedule is assumed to have an estimated Notice to Proceed (NTP) date of December 11, 2024 with a 62 week construction duration. Construction is expected to be completed by February 19, 2026.

2.0 SCOPE OF WORK

An itemized list of the specific activities included within each task is attached as part of our itemized estimated cost. At a minimum, the following construction administration services will be provided as detailed in the following six subtasks:

2.1 PRE-CONSTRUCTION SERVICES

- Conduct constructability review of the contract drawings.
- Conduct review of the construction contract, specifications, addendums, supplemental and geotechnical documents.
- Conduct review of bid results.
- Conduct review of initial project schedule
- Review submittals and RFIs and provide any feedback.
- Develop a QA/QC program for the project.

2.2 PROJECT MANAGEMENT

Provide construction project management on an as needed basis for 1.5 hours per week for 62 weeks.

- Provide oversight of construction administration services
- Provide monthly invoices with complete task breakdown
- Provide monthly budget summary of consultant services upon request

Page 2 of 4

2.3 CONSTRUCTION MANAGEMENT & ADMINISTRATION

Provide contract administration services on an as needed basis (estimated part time with details shown on attached cost estimate). The administrator will provide the following:

- Review and provide recommendations on test results
- Review and provide recommendations on contractor's construction schedule and work progress
- Review construction for acceptance and/or mitigation
- Supervise the inspection and material testing activities
- Assist in change order review and approval.
- Pay Applications Review and Recommendation. Provide verification of contractor's monthly pay request. Provide recommendations to TMFR for payment
- Monthly field review of Contractor's Record Drawings.
- Assist in problem resolution with the TMFR and contractor personnel

2.4 MEETINGS

- Attend Design Team Review Meeting. Provide recommendations for pre-construction meeting agenda.
- Attend Pre-Construction Meeting.
- Attend weekly OAC Meetings and provide notes from the meetings.

2.5 CONSTRUCTION OBSERVATION

Provide one part time inspector during all construction activities for an average of 12-hours per week for the first 40 weeks and 15-hours for the last 22 weeks. Our special inspector will be the on-site inspector for the first 40 weeks, which allowed us to reduce our overall inspection hours during the first 40 weeks of the project. This inspector will provide the following:

- Monitor the work performed by the Contractor and verify that the work is in accordance with the plans and specifications
- Observation of Contractors compliance with the Contract Documents
- Daily Field Reports
- Testing Forms Documentation
- Will also provide CME's Special Inspection when required
- Photo documentation
- Review approved submittals for verify compliance in the field
- Verify compliance with RFI responses
- Observation of Electrical Testing
- Observation of Conduits, wire counts, and required testing.

2.6 PROJECT COMMISSIONING

Commissioning of the building mechanical, electrical, and plumbing systems to be performed by UNVC. UNVC will be available early in the construction process to assist with submittal review, drawing review, and MEP coordination/integration. UNVC will conduct pre-functional testing and functional testing activities and will assist in project closeout activities as they relate to MEP building equipment. CME will perform the following tasks in support of UNVC:



Mr. Charles A. Moore TRUCKEE MEADOWS FIRE AND RESCUE Truckee Meadows Fire Protection District Station 35 December 17, 2024

Page 3 of 4

- Provide oversight of building commissioning process
- Coordinate with UNVC for building commissioning activities
- Attend commissioning meetings
- Attend commissioning related site walks as necessary

2.7 PROJECT CLOSEOUT

- Coordinate final punch list walk and provide final punch list document
- Permit Closeout Coordination (C of O, etc.)
- Final Conforming Change Order
- Letter of Final Completion Retention Request
- Help to Verify that all O&Ms are provided
- Final review to help with acceptance of Record Drawings.

2.8 EXCLUSIONS

- Submittal and RFI responses provided by Owner/Design Firm.
- Backup information for change documents provided by Owner/Design Firm.

3.0 ESTIMATED FEES

Based on our understanding of the project and the preliminary provided construction duration of 14 months, we will provide our Construction Administration, Inspection, and Materials Testing services, as outlined above, on a time and materials basis not to exceed the estimated total task fees of \$238,102.50. A ten percent contingency is included for any anticipated schedule and scope of work change. Attached is an itemized estimated cost breakdown.

Our services are dependent on your project duration and the provided scope of work. Any changes to the mentioned scope and provided project schedule may result in a change in cost. All services outside the mentioned scope including retests will be provided on a time and materials basis in accordance with our current standard fee schedule.

3.1 SUMMARY OF FEE

Table 1: Summary of Estimated Fees							
Task	Estimated Fees Per Task						
Task 1 – Pre-Construction Services	\$11,900.00						
Task 2 – Project Management	\$6,200.00						
Task 3 – Construction Management & Administration	\$32,810.00						
Task 4 – Meetings	\$17,865.00						
Task 5 – Construction Observation	\$117,450.00						

Table 1 below contains a rolled up summary of the estimated fees for all tasks.



Mr. Charles A. Moore TRUCKEE MEADOWS FIRE AND RESCUE Truckee Meadows Fire Protection District Station 35 December 17, 2024

Page 4 of 4

Task 6 – Project Commissioning	45,477.50
Task 7 – Project Closeout	6,400.00
Total Estimated Fees:	238,102.50

We thank you for the opportunity to submit this proposal and look forward to its favorable consideration. If you have any questions, please contact us.

Sincerely,

The

Kyle Payne CM - Project Manager kpayne@cmenv.com Direct: (775) 737-7575 Cell: (775) 750-1938

Jon A. Del Santo Principal jdelsanto@cmenv.com Direct : (775) 737-7564 Cell: (775) 846-4399

JAM:JAD:KRP:jam: V:\Projects\Minor Proposals\2024\Washoe County TMFR – No. 35\CM Proposal Documents\2024.13.24 - CM Proposal Revision With Commissioning Scope





TRUCKEE MEADOWS FIRE PROTECTION DISTRICT STATION 35 PRE-CONSTRUCTION, CONSTRUCTION MANAGEMENT, INSPECTION,, AND MATERIALS TESTING 62 WEEK SCHEDULE

TRUCKEE MEAOWS FIRE & RESCUE							DA	TE :	12/17/2024
	QUANTITY	UOM	QUANTITY	UOM		RATE	тот	TAL	COMMENTS
TASK 1 - PRE-CONSTRUCTION SERVICES CM - PROJECT MANAGER	70	HRS			\$	170.00	\$ 1	1,900.00	PRE-CONSTRUCTION MANAGEMENT
	70	TIKS			φ	170.00	φı	1,900.00	\$ 11,900.0
TASK 2 - PROJECT MANAGEMENT									φ 11,500.0
SENIOR PROJECT MANAGER	62	WKS	0.5	HRS	\$	200.00	\$	6,200.00	
									\$ 6,200.0
TASK 3 - CONSTRUCTION MANAGEMENT & ADMINIST	RATION								
CM - PROJECT MANAGER	62	WKS	1.5	HRS	\$	170.00	\$ 1	5,810.00	CONSTRUCTION COORDINATION
CM - CHANGE ORDER REVIEW	15	EA	2	HRS	\$	170.00	\$	5,100.00	15 CO'S @ 2 HRS/CO
CM - MONTHLY PROGRESS PAYMENT REVIEW	14	MONTHS	2	HRS	\$	170.00	\$	4,760.00	MONTHLY FOR 14 MONTHS
CM - MONTHLY RECORD DRAWING REVIEW	14	MONTHS	2	HRS	\$	170.00	\$	4,760.00	MONTHLY FOR 14 MONTHS
CM - MONTHLY SCHEDULE REVIEW & COORDINATION	14	MONTHS	1	HRS	\$	170.00	\$	2,380.00	MONTHLY FOR 14 MONTHS
									\$ 32,810.0
TASK 4 - MEETINGS	1				_				
CM - PROJECT MANAGER	2	HRS			\$	170.00	\$	340.00	PRE-CONSTRUCTION MEETING
INSPECTOR - REG.	2	HRS			\$	130.00	\$	260.00	PRE-CONSTRUCTION MEETING
VEHICLE	4	HRS			\$	15.00	\$	60.00	PRE-CONSTRUCTION MEETING
CM - PROJECT MANAGER	62	EA	1.5	HRS	\$	170.00	\$ 1	5,810.00	WEEKLY OAC MEETING
VEHICLE	62	EA	1.5	HRS	\$	15.00	\$	1,395.00	WEEKLY OAC MEETING
									\$ 17,865.0
TASK 5 - CONSTRUCTION OBSERVATION			1 T						
INSPECTOR - REG.	40	WKS	12	HRS	\$	130.00		2,400.00	ON SITE CONSTRUCTION OBSERVATION
VEHICLE	40	WKS	12	HRS	\$	15.00	-	7,200.00	ON SITE CONSTRUCTION OBSERVATION
INSPECTOR - REG.	22	WKS	15	HRS	\$	130.00		2,900.00	ON SITE CONSTRUCTION OBSERVATION
VEHICLE	22	WKS	15	HRS	\$	15.00	\$	4,950.00	ON SITE CONSTRUCTION OBSERVATION
TASK 6 - PROJECT COMMISSIONING									\$ 117,450.0
UNVC COMMISSIONING SERVICES	1	LS	+	10%	\$	31.000.00	\$ 3	4.100.00	COMMISSIONING SERVICES
CM - PROJECT MANAGER	6	WKS	6	HRS	\$	170.00		6,120.00	COMMISSIONING OVERSIGHT
VEHICLE	6	WKS	6	HRS	\$	15.00	\$	540.00	COMMISSIONING OVERSIGHT
CM - PROJECT MANAGER	17	EA	1.5	HRS	\$	170.00	•	4,335.00	COMMISSIONING MEETINGS
VEHICLE	17	EA	1.5	HRS	\$	15.00	\$	382.50	COMMISSIONING MEETINGS
		L/\	1.0	111.0	Ψ	10.00	Ψ	302.00	\$ 45,477.5
TASK 7 - PROJECT CLOSEOUT									
CM - PROJECT MANAGER	30	HRS			\$	170.00	\$	5,100.00	CLOSEOUT SERVICES
INSPECTOR - REG.	10	HRS			\$	130.00	\$	1,300.00	CLOSEOUT SERVICES
	•		• •		-				\$ 6,400.0
			ESTIMATED 1	TOTAL FEE			\$ 238,	102.50	

NOTES:

1. ASSUMED 62 WEEKS FOR CONSTRUCTION (14 MONTHS)

2. OUTSIDE SERVICES ARE MARKED UP 10%