



November 13, 2024

Re: TMFPD Station 35
Subj: 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. General Conditions | \$ 1,460,245 |
| 2. Sitework & Generator | \$ 3,674,573 |
| 3. Water Well Drilling & Equipment | \$ 512,450 |
| 4. Fuel Station & Equipment | \$ 357,125 |
| 5. Fire Station | \$ 7,544,288 |
| 6. <u>Pump Building</u> | <u>\$ 1,277,958</u> |
| 7. Subtotal | \$14,826,638 |
| 8. P&P Bond | \$ 73,200 |
| 9. General Liability (1%) | \$ 148,998 |
| 10. Builders Risk (0.75%) | \$ 122,461 |
| 11. Contractor Fee (5%) | \$ 758,565 |
| 12. <u>Contractor Contingency (2.5%)</u> | <u>\$ 398,247</u> |
| 13. TOTAL | \$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,

A handwritten signature in black ink that reads "Devin Harrill".

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**
 - 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**
 - 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
 - l. 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 & covered 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)
9. 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



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



Memorandum of Advance/Credit

Date Issued: 10/09/2024
Project Number: 3011013952 **Project Title:** E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE
Request No: 94172 **Estimate Version :** 8
Applicant Name: Truckee Meadows Fire & Rescue
Applicant Address: 3663 Barron Way, Reno, NV 89511 **Memorandum Number:** 98152
Applicant Phone: 775-326-6000
Applicant Fax: _____
Applicant Email: cmoore@tmfpd.us
Project Coordinator: Irene Jasmin **Phone Number:** (775)834-7768

Contract Amount Detail:

| | Taxable | Non-Taxable | Tax | Total |
|--------------------------|----------------|--------------------|------------|--------------|
| Subject to Refund | 165,545.00 | 0.00 | 19,369.00 | 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.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE & RESCUE
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 Project. 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 Exhibit A.
- 1.2 Estimated Total Costs. The Estimated Total Costs for the Project are **\$210,454.00**, as summarized on Exhibit B.
- 1.3 Estimated Advance. The estimated Advance is **\$195,782.00**, consisting of:
 - (A) CIAC. 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) Advance Subject to Potential Refund. 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) Tax Gross-Up. The estimated Tax Gross-up is:
 - (1) Advance Subject to Potential Refund. 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.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM- E-TRUCKEE MEADOWS FIRE & RESCUE
Agreement No.: 115642

- (2) CIAC. 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) Non-Cash Contributions. 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 Up-front Allowance. The Maximum Allowance is **\$83,650.00**. As shown on Exhibit C, the Up-front Allowance is **\$33,699.00**.

1.5 Payment. 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 Related Contracts.

- (A) Proportionate Share Contracts. 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) Master Planned Community Contracts. 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 Design for Project; Amendment. The design for the Project, including any Betterments is attached to this Agreement as Exhibit A (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 Section 11.10.

2.2 Condition to Providing Service. 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 Section 4.4 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.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM- E-TRUCKEE MEADOWS FIRE & RESCUE
Agreement No.: 115642

- 2.3 Inaccurate Information and Field Conditions. 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 Sources of Power. 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 Providing Service to Applicant. 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 Utility and Applicant Betterments. [INTENTIONALLY OMITTED]
- 3.2 Limitation on Refunds. 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 Performance of True-Ups. 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 Responsibility for Total Costs; Purchase Order Process. 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 before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after 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
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE & RESCUE
Agreement No.: 115642

- 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.
- (A) Identification of Conflicts. Applicant must identify, in writing and in a manner 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).
 - (C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Applicant, 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.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

- 4.6 Interest. 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 Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant. 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 Section 6. 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 Obligation to Provide Information to Utility. 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)



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM- E-TRUCKEE MEADOWS FIRE & RESCUE
Agreement No.: 115642

- 5.1 Obligation to Acquire and Convey Property Rights. 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 Condition to Commencing Construction. 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 Responsibility for Use of Utility's Property Rights. 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 Release of Lien or Claim. 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



RULE 9 LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

- 6.1 Guarantee Against Defects. 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 Utility's Option to Remedy Defect. 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 Section 6.1. 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 Modification or Relocation of Electric Facilities. 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 Procedure. 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 (or after this meeting was scheduled to occur), then the 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 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

- 8.1 Exchanging Information. 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.



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE & RESCUE
Agreement No.: 115642

- 8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("**Confidential Information**").
- 8.3 Procedures for Protection of Confidential Information. 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 Return or Destruction of Confidential Information. 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 Sharing Confidential Information. 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 Rights and Limitations. 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.



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

9. Force Majeure

- 9.1 Notice of Force Majeure Event. 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 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.
- 9.3 Notice of Resumption of Performance. 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 Liability; Termination Option. 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 Notice to Utility's Legal Department. 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 No Pending Actions, Suits or Proceedings. 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 Authority. 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 Insurance. Applicant must require that the contractor and subcontractors performing the Work (defined in Section 5.3) procure and maintain in effect the insurance coverages set forth in Exhibit D-1 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 Exhibit D-2 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.



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE & RESCUE
Agreement No.: 115642

- 11.2 Utility's Tariff Schedules; Commission. 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 Section 11.10, 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 Integration. 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 Assignment. 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 Limitation of Damages. 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 Choice of Law and Venue. 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 No Waiver. 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 Independent Contractor. 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 Interpretation. 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 Amendments. 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.



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

- 11.11 No Third-Party Beneficiaries. 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 Remedies. 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 Headings; Exhibits; Cross References. 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 Discretion. 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 Severability. 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 Counterparts. 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
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE & RESCUE
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 Term of Agreement. 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 Termination of Project by Applicant or Mutual Agreement. 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 Termination of Project by Utility. 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 Surviving Obligations. 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 Section 4.3;
 - (B) Obligations under Section 4.4;
 - (C) Obligations under Section 4.7;
 - (D) Obligations under Section 5;
 - (E) Obligations under Section 6;
 - (F) Obligations under Section 8;
 - (G) Obligations that arise under Section 11.1; 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 Section 4.5, Section 4.6, Section 11.2, Section 11.5, Section 11.6, Section 11.19 and Section 13 continue to apply to this Section.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

13. Notices

13.1 Method of Delivery; Contacts. 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:

Utility:

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 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2, 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 True-up 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 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2 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



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE & RESCUE
Agreement No.: 115642

13.4 Receipt of Notice; Change of Information. 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 Terms Defined in Rule 1. 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 Terms Defined in Rule 9. 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 Additional Definitions. 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) Acceptance: 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) Betterment: 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) Development: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.

(D) Effective Date: The date this Agreement is last signed below.

(E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.

(F) Force Majeure Event: 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.



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

- (G) Law: 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) Permit: 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) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 13.1.
- (J) Project ID or PID: The identification number Utility assigns to a Project.
- (K) Property: 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) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.
- (M) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.
- (N) Tariff Schedules: 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]



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: 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: _____



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

Exhibit A
Design
[Attached]

| DRAWING | DESIGNED BY | DATE |
|----------|---------------|------------|
| BASE | Jasmin, Irene | 07/19/2024 |
| ELECTRIC | Jasmin, Irene | 09/17/2024 |
| GAS | | |

| REVIEWED BY: | | | |
|------------------|----------|----------------------|--------------------|
| Utility Designer | Engineer | Design Administrator | Design Facilitator |
| | JN | PF | |

| NO. | REVISION | DESCRIPTIONS | DATE | DI |
|-----|----------|--------------|------|----|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |

Call before you dig
Call 811
Call before you dig
Avoid outages, emergencies
utility lines. It's easy!

CALL 1-702-227-2929

NVEnergy. P.O. Box 10100
R77CSB
Reno, NV. 89520-0024

NV ENERGY CONTACT INFORMATION:
COORDINATOR: JASMIN, IRENE
OFFICE: # (775)834-7768
CELL: # (775)-229-5886
FAX: #
EMAIL: irene.jasmin@nveenergy.com
DESIGNER: JASMIN, IRENE
INSPECTION HOTLINE: # 775-834-7520

CUSTOMER CONTACT INFORMATION:
CUSTOMER: TRUCKEE MEADOWS FIRE & RESCUE
ATTENTION: Charlie Moore
PHONE: # 775-326-6000
FAX: #
EMAIL: cmoore@tmfpu.com
CUST REP: #
PHONE: # 775-813-0074
EMAIL: cmoore@tmfpu.com

| | |
|-----------------------------------|------------------|
| TOWNSHIP-RANGE-SECTION 2022-31 | APN# 08419108 |
|-----------------------------------|------------------|

SOURCE INFORMATION:
226
25 KV NORM OUT OF
PATRICK SUB

0 Interstate 80
JOB SITE
VICINITY MAP (NTS)

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

| | | |
|---|-------------------|-------------------|
| EXHIBIT "A" APPLICANT INSTALLED CONDUIT | AUD#:# 3011013952 | ELE#:# 3011013952 |
| ELECTRIC DESIGN | GAS#:# | |
| SCALE: 1"50' | | |
| SHEET#: E1 of 1 | | |

NV ENERGY TO FURNISH AND/OR INSTALL:

- APPROX. 895 CKT. FT. 30 0/H PRIMARY C/O 3-#2 ACSR W/ 1-#2 ACSR
- APPROX. 393 CKT. FT. 25 KV 3/0 G/V PRIMARY C/O 3-1/0" CABLE IN 393' OF NEW 1-4"C (CONDUIT BY APPLICANT).
- APPROX. 116 CKT. FT. U/G SERVICE CABLE TO 1-1000AMP PANEL C/O 2- RUNS OF 750 QX IN 2-4"C WITH 1-4"C SPARE. (CONDUIT BY APPLICANT).
- APPROX. 25 CKT. FT. 2/OTX FOR 10 0/H SERVICE TO 200 AMP PANEL 120/240V.
- 1 - 10 TEMPORARY 25KVA 0/H TRANSFORMER, 14.4/24.9KV G/V, 120/240V, STK.# 80-3151.
- 1 - 30 PDM LOAD BREAK TRANSFORMER 300 KVA, 24.9GDY/14.4KV, 277/480V, STK.#86-6512.
- 5 - 50' FULL TREATED WOOD POLES.
- 6 - ANCHORS C/O 1"R, 20'L AND 2 - 3/8" E.H.S. DOWN GUYS.
- PRIMARY RISER MATERIAL TO CONSIST OF STAND OFF BRACKETS AND LAG SCREWS ONLY. (ALL RISER CONDUIT SUPPLIED BY APPLICANT).

APPLICANT TO FURNISH AND/OR INSTALL:

- 1 - 30 TRANSFORMER PAD(S) 85"x79"x12" PER NVE. STD. PE0006U. 500-2500KVA
- 1 - 557 CABLE VAULT 49"x79"x61" I.D. WITH LID "A" PER NVE. STD. #VB0071U.
* (LID "A" H-10 RATED, LID "B" H-20 RATED EQUIPMENT, LID "B-1" H-20 RATED 3" MANHOLE.
- PROPOSED APPROX. 393 FT. 4" PVC PRIMARY CONDUIT.
- PROPOSED APPROX. 348 FT. 4" PVC SERVICE CONDUIT.

APPLICANT IS RESPONSIBLE FOR MANDRELLING CONDUIT AND INSTALLING A PULL LINE THAT MEETS OR EXCEEDS THE FOLLOWING REQUIREMENTS:

- THE PULL LINE WILL BE OF A FLAT DESIGN
- SHALL HAVE A MINIMUM BREAKING STRENGTH OF 400 LBS.
- WILL HAVE SEQUENTIAL FOOTAGE MARKINGS
- EXAMPLES OF PULL LINES THAT MEET THESE REQUIREMENTS (NVE. STK.#95-7305)
- NEPTCO "MULE TAPE" (WP400P)
- CONDUX INTERNATIONAL (08096203)
- SEE NVE VOLUME 17, SECTION 4-D0001U.
- ALL SECONDARY CONDUIT TO BE 4" MINIMUM.
- ALL SERVICE CONDUIT TO BE 4" MINIMUM.
- ALL CONDUIT TO BE A MINIMUM DB120 PVC GRAY BELOW GROUND.
- (ABOVE GROUND RISER CONDUIT TO INCLUDE: SCH 80 SWEEP, 10' OF SCH 80, 2 - 10' SECTIONS OF SCH 40 AND BOLT-ON WEATHER HEAD. SWEEP AND RISER MATERIAL MUST BE OF LIKE KIND. STEEL OR PVC)
- NOTE: ALL CONDUIT INSTALLATIONS BENEATH FOUNDATION AND SLABS TO BE RIGID STEEL OR CONCRETE ENCASED PER NVE STDS. C0003U.
- ALL TRENCHING AND BACKFILL PER APPLICABLE NVE. STDS. TE0001, TE0003, TE0004 AND TE0020.
- ALL STAKING REQUIREMENTS PER NVE. STD. G10001U/G/W AND G10002U.
- ALL STREET CUT PERMITS AND PAVEMENT CUTTING AND REPLACEMENT AS REQUIRED.
- INSTALLATION OF U/G ELECTRIC FACILITIES IN RESIDENTIAL SUBDIVISIONS PER NVE. STD. RU0005U.
- RETAINING WALL REQUIREMENTS PER NVE. STD. TE0040U.
- OVERHEAD ELECTRIC, APPLICANT OWNED, SERVICE POLE PER NVE. STD. CP0001M.
- PRIMARY RISER RISER MATERIAL C/O 4" MINIMUM DB-120 SWEEP, 10' OF 4" SCHEDULE 80 CONDUIT AND 35' OF SCHEDULE 40 CONDUIT. STAND-OFF BRACKETS AND LAG SCREWS BY NVE. (NVE TO INSTALL 30' OF SCHEDULE 40 CONDUIT ONLY.) TRAFFIC AREAS SHALL BE GALVANIZED RIGID STEEL FOR FIRST 10' OF RISER. SWEEP AND RISER MATERIAL MUST BE OF LIKE KIND. (STEEL OR PVC)
- 8" x 5/8" GROUND RODS AT SWITCH, TRANSFORMER AND JUNCTION ENCLOSURE LOCATIONS.
- BEFORE INSTALLATION OF THE UTILITY FACILITIES AND IF NO PUBLIC UTILITY EASEMENTS EXIST, THE OWNER OF RECORD SHALL SIGN APPROPRIATE EASEMENT DOCUMENTS.
- ALL SERVICE CONDUITS TO BE STUBBED 10' MINIMUM FROM TRANSFORMER PADS AND SECONDARY BOXES AT THE SAME TIME AS MAIN LINE INSTALLED PER NVE STDS VOLUME 17. (TE0020U)

GENERAL COMMENTS:

- CALL NVE INSPECTION REQUEST LINE (775)834-7520 48 HOURS PRIOR TO START OF ALL OVERHEAD OR UNDERGROUND CONSTRUCTION (INCLUDE PROJECT NUMBER, NAME AND PHONE NUMBER, AND TYPE OF INSPECTION REQUIRED)
- METER PANELS ARE TO BE LABELED IN ACCORDANCE WITH NVE STD. G6001M SEC. 5.3
- VAULTS, TRANSFORMERS AND SECONDARY BOXES WILL HAVE MINIMUM 3' FLAT AND CLEAR ON ALL FOUR SIDES, 10' CLEAR IN FRONT OF TRANSFORMERS.
- PADMOUNT EQUIPMENT MUST MEET REQUIRED LOCATIONS/CLEARANCES PER NVE. STD. PE0010U
- THREE PHASE TRANSFORMERS AND EQUIPMENT (SWITCHES) WILL HAVE A 10 FOOT LONG BY THE PAD WIDTH, FLAT LEVEL SURFACE IN FRONT OF THE OPENING FOR OPERATING THE SWITCH OR TRANSFORMER BY NVE PERSONAL. SUITABLE MATERIALS ARE CONCRETE, ASPHALT OR PAVING BRICKS. THE CLEAR SURFACE WILL BE REVIEWED BY THE PLANNER AND INSPECTOR PRIOR TO ENERGIZATION OF EQUIPMENT. PER NVE. STD. PE0010U
- EQUIPMENT BARRIER POSTS MAY BE REQUIRED PER NVE. STD. PE0009U.
- RETAINING WALLS MAY BE REQUIRED FOR ANY SLOPES GREATER THAN 15% PER NVE. STD. TE0040U.
- ALL SECONDARY BOXES AND PRIMARY VAULTS SHALL BE TO FINISH GRADE.
- ALL MATERIAL SHALL BE ON THE JOB SITE PRIOR TO THE START OF ANY WORK BY NVE.
- REFER TO NVE. STDS. C10001M OR US0001M OR OS0001U FOR FURTHER CLARIFICATION OF DETAILS
- COMPACTION TESTS REQUIRED PER NVE. STD. SUB01X.
- NO TREE SHALL BE PLANTED UNDER OR ADJACENT TO ENERGIZED POWER LINES WHICH, AT MATURITY, SHALL GROW WITHIN 10 FEET OF THE ENERGIZED CONDUCTORS. NOR SHALL ANY PERMANENT STRUCTURE, FENCE, SHRUB OR TREE BE PLANTED CLOSER THAN 10 FEET IN FRONT AND 5 FEET FROM ALL OTHER SIDES OF A PAD MOUNTED TRANSFORMER.
- THESE DRAWINGS ARE BASED ON CIVIL PLANS DATED: 08/07/2023
- NOTE: DEVELOPER IS RESPONSIBLE FOR ADHERENCE TO NV ENERGY GAS AND ELECTRIC STANDARDS. CONSTRUCTION STANDARDS CAN BE FOUND ON-LINE AT THE FOLLOWING WEB SITE: <https://www.nveenergy.com/business/building-and-new-construction-north>
- APPLICANT SHALL BE RESPONSIBLE FOR PROTECTING GAS VALVES, ELECTRIC CABLES, DUCTS, AND OTHER STRUCTURES FROM SUPERIMPOSED LOADING CREATED BY CONSTRUCTION EQUIPMENT OR OTHERWISE. APPLICANT SHALL REPAIR OR PAY FOR ANY DAMAGE DONE TO ABOVE EQUIPMENT TO MEET NVE'S INSPECTOR APPROVAL. NVE STD. VOL. 17 RU0005U
- THIS MAP ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES. NO RESPONSIBILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DISPLAYED HEREON.
- ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC DISTRIBUTION GUIDE, VOL. 17 AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.
- USE CAUTION PRIOR TO EXCAVATION, CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

DO NOT OPEN NV ENERGY EQUIPMENT. NV ENERGY EQUIPMENT TO BE OPENED BY QUALIFIED NV ENERGY EMPLOYEES ONLY.

NV ENERGY APPROVED PLANS SHALL BE ON SITE DURING CONSTRUCTION AND INSPECTION

NOTE:
THREE PHASE TRANSFORMERS AND EQUIPMENT (SWITCHES) WILL HAVE A 10 FOOT LONG BY THE PAD WIDTH, FLAT LEVEL SURFACE IN FRONT OF THE OPENING FOR OPERATING THE SWITCH OR TRANSFORMER BY NVE PERSONAL. SUITABLE MATERIALS ARE CONCRETE, ASPHALT OR PAVING BRICKS. THE CLEAR SURFACE WILL BE REVIEWED BY THE PLANNER AND INSPECTOR PRIOR TO ENERGIZATION OF EQUIPMENT. PER NVE. STD. PE0010U.

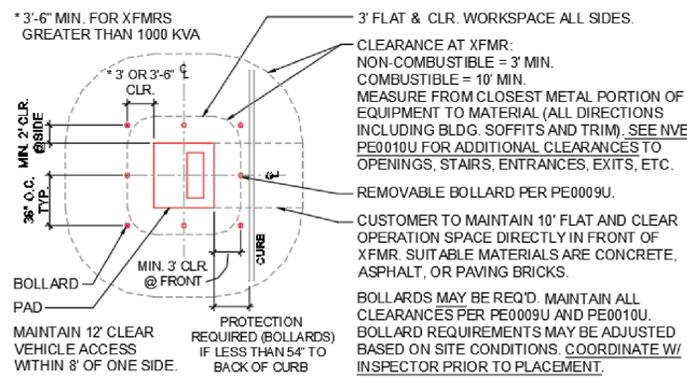
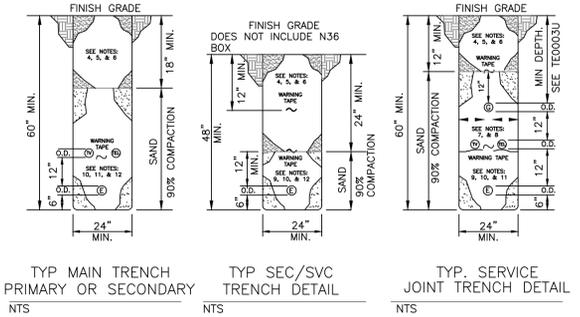
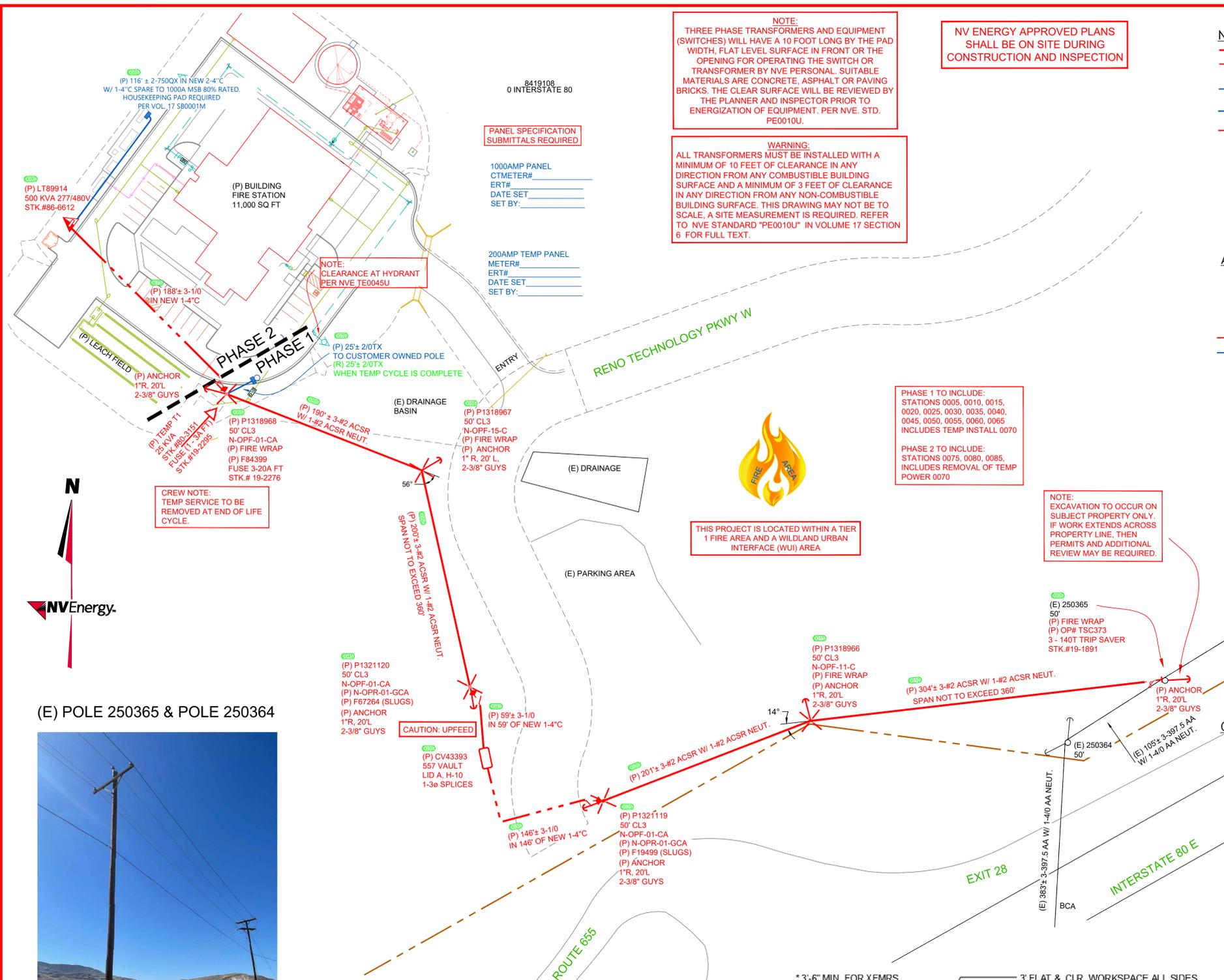
WARNING:
ALL TRANSFORMERS MUST BE INSTALLED WITH A MINIMUM OF 10 FEET OF CLEARANCE IN ANY DIRECTION FROM ANY COMBUSTIBLE BUILDING SURFACE AND A MINIMUM OF 3 FEET OF CLEARANCE IN ANY DIRECTION FROM ANY NON-COMBUSTIBLE BUILDING SURFACE. THIS DRAWING MAY NOT BE TO SCALE. A SITE MEASUREMENT IS REQUIRED. REFER TO NVE STANDARD "PE0010U" IN VOLUME 17 SECTION 6 FOR FULL TEXT.

PHASE 1 TO INCLUDE:
STATIONS 0005, 0010, 0015, 0020, 0025, 0030, 0035, 0040, 0045, 0050, 0055, 0060, 0065
INCLUDES TEMP INSTALL 0070

PHASE 2 TO INCLUDE:
STATIONS 0075, 0080, 0085,
INCLUDES REMOVAL OF TEMP POWER 0070

NOTE:
EXCAVATION TO OCCUR ON SUBJECT PROPERTY ONLY. IF WORK EXTENDS ACROSS PROPERTY LINE, THEN PERMITS AND ADDITIONAL REVIEW MAY BE REQUIRED.

THIS PROJECT IS LOCATED WITHIN A TIER 1 FIRE AREA AND A WILDLAND URBAN INTERFACE (WUI) AREA



SEE NVE DETAILS SUB01X, TE001U, AND TE0003U FOR SPECIFIC NOTES AND ADDITIONAL REQUIREMENTS.

(E) POLE 250365 & POLE 250364



NVE ELEC. STANDARDS



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

**Exhibit B
Cost Worksheet**

[Attached]

Cost Worksheet ("Exhibit - B")



Project ID : 3011013952 **Project Title :** E-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE
Units : 1 **kVA :** 350
Estimate Version : 8 **Estimate Request Number :** 94172
Contract Type : **NVEnergy Contact :** Irene Jasmin
Substation PID :

| Cost Estimate Summary | | | | |
|---------------------------|---------------------|-------------------|--------------------------|-------------------------|
| | Total Cost Estimate | Applicant Minimum | Applicant Non-Refundable | NVEnergy Responsibility |
| Labor & Overhead | 64,062.77 | 63,859.71 | 6,164.50 | 203.06 |
| Material & Overhead | 129,803.03 | 126,843.13 | 1,882.55 | 2,959.90 |
| DCA | 0.00 | 0.00 | 0.00 | 0.00 |
| Substructure | 0.00 | 0.00 | 0.00 | 0.00 |
| Permits & Vouchers | 16,588.00 | 16,588.00 | 0.00 | 0.00 |
| Applicant Installed Costs | 0.00 | 0.00 | 0.00 | 0.00 |
| Contingency Cost | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Amount | 210,454.00 | 207,291.00 | 8,047.00 | 3,163.00 |

| Advance Calculation | | | | | |
|--|-------------------|---|-----------------------------------|---|------|
| Refundable | Non-Refundable | | North Street Light Non Refundable | | |
| | A | | C | | |
| Total Customer Minimum Cost Subject to Refund | 199,244.00 | Total Customer Minimum NonRefundable | 8,047.00 | Total Street Light Customer Min Non Refundable cost | 0.00 |
| Proportionate Share | 0.00 | (Subject to Salvage Credit & Not Subject to Excess Allowance) | | (Subject to Salvage Credit & Not subject To Street Light Allowance) | |
| Proportionate Share Waived | 0.00 | Salvage/Scrap To be applied | | Salvage/Scrap To be applied | |
| Refund Subject to Allowance & Excess Salvage | 199,244.00 | Excess Salvage Credit to be applied from B | 0.00 | Excess Salvage Credit to be applied from D | 0.00 |
| Excess Salvage Credit from A & B to be applied to Refundable | 0.00 | Applicant Non-Refundable Cost | 8,047.00 | Applicant Non-Refundable Cost | 0.00 |
| Initial Allowance | 33,699.00 | (Not Subject to Street Light Allowance After applying Salvage Credit) | | (Not Subject to Street Light Allowance After applying Salvage Credit) | |
| Total Refundable | 165,545.00 | B | | D | |
| | | Total Customer Minimum NonRefundable | 0.00 | Street Light Applicant Non-Refundable Cost | 0.00 |
| | | (Subject to Salvage Credit & Initial Allowance) | | (Subject to Salvage Credit & Streetlight Allowance) | |
| | | Salvage/Scrap To be applied | | Salvage/Scrap To be applied | |
| | | Excess Salvage Credit to be applied from A | 0.00 | Excess Salvage Credit to be applied from C | 0.00 |
| | | Total Customer Minimum NonRefundable | 0.00 | Street Light Applicant Non Refundable Cost | 0.00 |
| | | (Subject to Initial Allowance After applying Salvage Credit) | | (Subject to Streetlight Allowance After applying Salvage Credit) | |
| | | Excess Allowance | 0.00 | Streetlight Allowance | 0.00 |
| | | Total Customer Minimum NonRefundable | 0.00 | Street Light Applicant Non Refundable Cost | 0.00 |
| | | (After applying Excess Allowance and Salvage Credit) | | (After applying Streetlight Allowance and Salvage Credit) | |
| | | Total Non-Refundable | 8,047.00 | | |
| | | Removal Cost Without Salvage | 965.00 | | |
| | | Rule 9 Removal of Existing Facilities | 965.00 | | |
| | | Streetlight Removal of Existing Facilities | 0.00 | | |
| | | Rule9 Total Taxable NonRefundable Cost | 7,082.00 | | |
| | | Streetlight Total Taxable NonRefundable Cost | 0.00 | | |
| | | Rule9 Total NonTaxable NonRefundable Cost | 965.00 | | |
| | | Streetlight Total NonTaxable | 0.00 | | |

Cost Worksheet ("Exhibit - B")



Advance Summary

| | | | |
|---|-------------------|--|-------------------|
| 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 | | |



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: 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-TRUCKEE MEADOWS FIRE & RESCUE FIRE STATION-FP-COMM-E-TRUCKEE MEADOWS FIRE & RESCUE | Substation PID: | | Short Life Years: | N/A |
|-------------|------------|-----------------|---|-----------------|--|-------------------|-----|

Total Potential Future Refundable Including Tax \$184,914.00

Total Proposed Rule 9 Allowance \$83,650.00

*Note: Total Proposed Rule 9 Allowance excludes Street Light 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 Allowance | \$33,699.00 |
| | | | | | | | | | | Total Initial Allowance Given | \$33,699.00 |

Potential Future 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 | 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 From Initial Allowance | \$ |
| | | | | | | | | | | Total Potential 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.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

**Exhibit D-1
Insurance Coverages
(Applicant's Contractors and Subcontractors)**

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing Work (defined in Section 5.3 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) Workers' Compensation and Employer's Liability. 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) Commercial General Liability Insurance. 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) Excess or Umbrella Liability Insurance. 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 above-mentioned policies.
2. Insurer and Policy Requirements. 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) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. 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) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.
3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

4. Deductible and Retention Limits. 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. Certificate of Insurance. 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.



**RULE 9
LINE EXTENSION AGREEMENT**

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

**Exhibit D-2
Insurance Coverages
(Applicant)**

1. Types of Insurance Required. 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) Workers' Compensation and Employer's Liability. 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) Commercial General Liability Insurance. 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) Automobile Liability Insurance. 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) Excess or Umbrella Liability Insurance. 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 above-mentioned policies.
2. Insurer and Policy Requirements. 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) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (B) Primary Insurance. 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) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.
 - (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.
 - (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.
3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.



RULE 9
LINE EXTENSION AGREEMENT

Project ID: 3011013952
Project Title: E-TRUCKEE MEADOWS FIRE &
RESCUE FIRE STATION-FP-COMM-
E-TRUCKEE MEADOWS FIRE &
RESCUE
Agreement No.: 115642

4. Deductible and Retention Limits. 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. Certificate of Insurance. 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.

| DRAWING | DESIGNED BY | DATE |
|----------|---------------|------------|
| BASE | Jasmin, Irene | 07/19/2024 |
| ELECTRIC | Jasmin, Irene | 09/17/2024 |
| GAS | | |

| REVIEWED BY: | | | |
|------------------|----------|----------------------|--------------------|
| Utility Designer | Engineer | Design Administrator | Design Facilitator |
| | JN | PF | |

| NO. | REVISION | DESCRIPTIONS | DATE | DI |
|-----|----------|--------------|------|----|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |

Call before you dig
Call 811
Call before you dig
Avoid outages, underground utility lines, & accidents.
Call 1-702-227-2929

NVEnergy. P.O. Box 10100
R77CSB
Reno, NV. 89520-0024

NV ENERGY CONTACT INFORMATION:
COORDINATOR: JASMIN, IRENE
OFFICE: # (775)834-7768
CELL: # (775)-229-5886
FAX: #
EMAIL: irene.jasmin@nvenergy.com
DESIGNER: JASMIN, IRENE
INSPECTION HOTLINE: # 775-834-7520

CUSTOMER CONTACT INFORMATION:
CUSTOMER: TRUCKEE MEADOWS FIRE & RESCUE
ATTENTION: Charlie Moore
PHONE: # 775-326-6000
FAX: #
EMAIL: cmoore@tmfpu.com
CUST REP: #
PHONE: # 775-813-0074
EMAIL: cmoore@tmfpu.com

| | |
|-----------------------------------|------------------|
| TOWNSHIP-RANGE-SECTION 2022-31 | APN# 08419108 |
|-----------------------------------|------------------|

SOURCE INFORMATION:
226
25 KV NORM OUT OF
PATRICK SUB

0 Interstate 80
JOB SITE
VICINITY MAP (NTS)

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

| | | | |
|---|-------------------|--------|-------------------|
| EXHIBIT "A" APPLICANT INSTALLED CONDUIT | AUD#:# 3011013952 | GAS#:# | ELE#:# 3011013952 |
| ELECTRIC DESIGN | | | |
| SCALE: 1"50' | | | |
| SHEET#: E1 of 1 | | | |

NV ENERGY TO FURNISH AND/OR INSTALL:

- APPROX. 895 CKT. FT. 30 0/H PRIMARY C/O 3-#2 ACSR W/ 1-#2 ACSR
- APPROX. 393 CKT. FT. 25 KV 3/0 G PRIMARY C/O 3-1/0 CABLE IN 393' OF NEW 1-4"C (CONDUIT BY APPLICANT).
- APPROX. 116 CKT. FT. U/G SERVICE CABLE TO 1-1000AMP PANEL C/O 2- RUNS OF 750 QX IN 2-4"C WITH 1-4"C SPARE. (CONDUIT BY APPLICANT).
- APPROX. 25 CKT. FT. 2/OTX FOR 10 0/H SERVICE TO 200 AMP PANEL 120/240V.
- 1 - 10 TEMPORARY 25KVA 0/H TRANSFORMER, 14.4/24.9KV GDY, 120/240V, STK.# 80-3151.
- 1 - 30 PDM LOAD BREAK TRANSFORMER 300 KVA, 24.9GDY/14.4KV, 277/480V, STK.#86-6512.
- 5 - 50' FULL TREATED WOOD POLES.
- 6 - ANCHORS C/O 1"R, 20'L AND 2 - 3/8" E.H.S. DOWN GUYS.
- PRIMARY RISER MATERIAL TO CONSIST OF STAND OFF BRACKETS AND LAG SCREWS ONLY. (ALL RISER CONDUIT SUPPLIED BY APPLICANT).

APPLICANT TO FURNISH AND/OR INSTALL:

- 1 - 30 TRANSFORMER PAD(S) 85"x79"x12" PER NVE. STD. PE0006U. 500-2500KVA
- 1 - 557 CABLE VAULT 49"x79"x61" I.D. WITH LID "A" PER NVE. STD. #VB0071U.
* (LID "A" H-10 RATED, LID "B" H-20 RATED EQUIPMENT, LID "B-1" H-20 RATED 3" MANHOLE.
- PROPOSED APPROX. 393 FT. 4" PVC PRIMARY CONDUIT.
- PROPOSED APPROX. 348 FT. 4" PVC SERVICE CONDUIT.

APPLICANT IS RESPONSIBLE FOR MANDRELLING CONDUIT AND INSTALLING A PULL LINE THAT MEETS OR EXCEEDS THE FOLLOWING REQUIREMENTS:

- THE PULL LINE WILL BE OF A FLAT DESIGN
- SHALL HAVE A MINIMUM BREAKING STRENGTH OF 400 LBS.
- WILL HAVE SEQUENTIAL FOOTAGE MARKINGS
- EXAMPLES OF PULL LINES THAT MEET THESE REQUIREMENTS (NVE. STK.#95-7305)
- NEPTCO "MULE TAPE" (WP400P)
- CONDUX INTERNATIONAL (08086203)
- SEE NVE VOLUME 17, SECTION 4-D0001U.
- ALL SECONDARY CONDUIT TO BE 4" MINIMUM.
- ALL SERVICE CONDUIT TO BE 4" MINIMUM.
- ALL CONDUIT TO BE A MINIMUM DB120 PVC GRAY BELOW GROUND.
- (ABOVE GROUND RISER CONDUIT TO INCLUDE: SCH 80 SWEEP, 10' OF SCH 80, 2 - 10' SECTIONS OF SCH 40 AND BOLT-ON WEATHER HEAD. SWEEP AND RISER MATERIAL MUST BE OF LIKE KIND. STEEL OR PVC)
- NOTE: ALL CONDUIT INSTALLATIONS BENEATH FOUNDATION AND SLABS TO BE RIGID STEEL OR CONCRETE ENCASED PER NVE STDS. C0003U.
- ALL TRENCHING AND BACKFILL PER APPLICABLE NVE. STDS. TE0001, TE0003, TE0004 AND TE0020.
- ALL STAKING REQUIREMENTS PER NVE. STD. G10001U/G/W AND G10002U.
- ALL STREET CUT PERMITS AND PAVEMENT CUTTING AND REPLACEMENT AS REQUIRED.
- INSTALLATION OF U/G ELECTRIC FACILITIES IN RESIDENTIAL SUBDIVISIONS PER NVE. STD. RU0005U.
- RETAINING WALL REQUIREMENTS PER NVE. STD. TE0040U.
- OVERHEAD ELECTRIC, APPLICANT OWNED, SERVICE POLE PER NVE. STD. CP0001M.
- PRIMARY RISER RISER MATERIAL C/O 4" MINIMUM DB-120 SWEEP, 10' OF 4" SCHEDULE 80 CONDUIT AND 35' OF SCHEDULE 40 CONDUIT. STAND-OFF BRACKETS AND LAG SCREWS BY NVE. (NVE TO INSTALL 30' OF SCHEDULE 40 CONDUIT ONLY.) TRAFFIC AREAS SHALL BE GALVANIZED RIGID STEEL FOR FIRST 10' OF RISER. SWEEP AND RISER MATERIAL MUST BE OF LIKE KIND. (STEEL OR PVC)
- 8" x 5/8" GROUND RODS AT SWITCH, TRANSFORMER AND JUNCTION ENCLOSURE LOCATIONS.
- BEFORE INSTALLATION OF THE UTILITY FACILITIES AND IF NO PUBLIC UTILITY EASEMENTS EXIST, THE OWNER OF RECORD SHALL SIGN APPROPRIATE EASEMENT DOCUMENTS.
- ALL SERVICE CONDUITS TO BE STUBBED 10' MINIMUM FROM TRANSFORMER PADS AND SECONDARY BOXES AT THE SAME TIME AS MAIN LINE INSTALLED PER NVE STDS VOLUME 17. (TE0020U)

GENERAL COMMENTS:

- CALL NVE INSPECTION REQUEST LINE (775)834-7520 48 HOURS PRIOR TO START OF ALL OVERHEAD OR UNDERGROUND CONSTRUCTION (INCLUDE PROJECT NUMBER, NAME AND PHONE NUMBER, AND TYPE OF INSPECTION REQUIRED)
- METER PANELS ARE TO BE LABELED IN ACCORDANCE WITH NVE STD. G6001M SEC. 5.3
- VAULTS, TRANSFORMERS AND SECONDARY BOXES WILL HAVE MINIMUM 3' FLAT AND CLEAR ON ALL FOUR SIDES, 10' CLEAR IN FRONT OF TRANSFORMERS.
- PADMOUNT EQUIPMENT MUST MEET REQUIRED LOCATIONS/CLEARANCES PER NVE. STD. PE0010U
- THREE PHASE TRANSFORMERS AND EQUIPMENT (SWITCHES) WILL HAVE A 10 FOOT LONG BY THE PAD WIDTH, FLAT LEVEL SURFACE IN FRONT OF THE OPENING FOR OPERATING THE SWITCH OR TRANSFORMER BY NVE PERSONAL. SUITABLE MATERIALS ARE CONCRETE, ASPHALT OR PAVING BRICKS. THE CLEAR SURFACE WILL BE REVIEWED BY THE PLANNER AND INSPECTOR PRIOR TO ENERGIZATION OF EQUIPMENT. PER NVE. STD. PE0010U
- EQUIPMENT BARRIER POSTS MAY BE REQUIRED PER NVE. STD. PE0009U.
- RETAINING WALLS MAY BE REQUIRED FOR ANY SLOPES GREATER THAN 15% PER NVE. STD. TE0040U.
- ALL SECONDARY BOXES AND PRIMARY VAULTS SHALL BE TO FINISH GRADE.
- ALL MATERIAL SHALL BE ON THE JOB SITE PRIOR TO THE START OF ANY WORK BY NVE.
- REFER TO NVE. STDS. C10001M OR US0001M OR OS0001U FOR FURTHER CLARIFICATION OF DETAILS
- COMPACTION TESTS REQUIRED PER NVE. STD. SUB01X.
- NO TREE SHALL BE PLANTED UNDER OR ADJACENT TO ENERGIZED POWER LINES WHICH, AT MATURITY, SHALL GROW WITHIN 10 FEET OF THE ENERGIZED CONDUCTORS. NOR SHALL ANY PERMANENT STRUCTURE, FENCE, SHRUB OR TREE BE PLANTED CLOSER THAN 10 FEET IN FRONT AND 5 FEET FROM ALL OTHER SIDES OF A PAD MOUNTED TRANSFORMER.
- THESE DRAWINGS ARE BASED ON CIVIL PLANS DATED: 08/07/2023
- NOTE: DEVELOPER IS RESPONSIBLE FOR ADHERENCE TO NV ENERGY GAS AND ELECTRIC STANDARDS. CONSTRUCTION STANDARDS CAN BE FOUND ON-LINE AT THE FOLLOWING WEB SITE: <https://www.nvenergy.com/business/building-and-new-construction-north>
- APPLICANT SHALL BE RESPONSIBLE FOR PROTECTING GAS VALVES, ELECTRIC CABLES, DUCTS, AND OTHER STRUCTURES FROM SUPERIMPOSED LOADING CREATED BY CONSTRUCTION EQUIPMENT OR OTHERWISE. APPLICANT SHALL REPAIR OR PAY FOR ANY DAMAGE DONE TO ABOVE EQUIPMENT TO MEET NVE'S INSPECTOR APPROVAL. NVE STD. VOL. 17 RU0005U
- THIS MAP ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES. NO RESPONSIBILITY IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE DATA DISPLAYED HEREON.
- ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC DISTRIBUTION GUIDE, VOL. 17 AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.
- USE CAUTION PRIOR TO EXCAVATION, CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

DO NOT OPEN NV ENERGY EQUIPMENT. NV ENERGY EQUIPMENT TO BE OPENED BY QUALIFIED NV ENERGY EMPLOYEES ONLY.

NV ENERGY APPROVED PLANS SHALL BE ON SITE DURING CONSTRUCTION AND INSPECTION

NOTE: THREE PHASE TRANSFORMERS AND EQUIPMENT (SWITCHES) WILL HAVE A 10 FOOT LONG BY THE PAD WIDTH, FLAT LEVEL SURFACE IN FRONT OF THE OPENING FOR OPERATING THE SWITCH OR TRANSFORMER BY NVE PERSONAL. SUITABLE MATERIALS ARE CONCRETE, ASPHALT OR PAVING BRICKS. THE CLEAR SURFACE WILL BE REVIEWED BY THE PLANNER AND INSPECTOR PRIOR TO ENERGIZATION OF EQUIPMENT. PER NVE. STD. PE0010U.

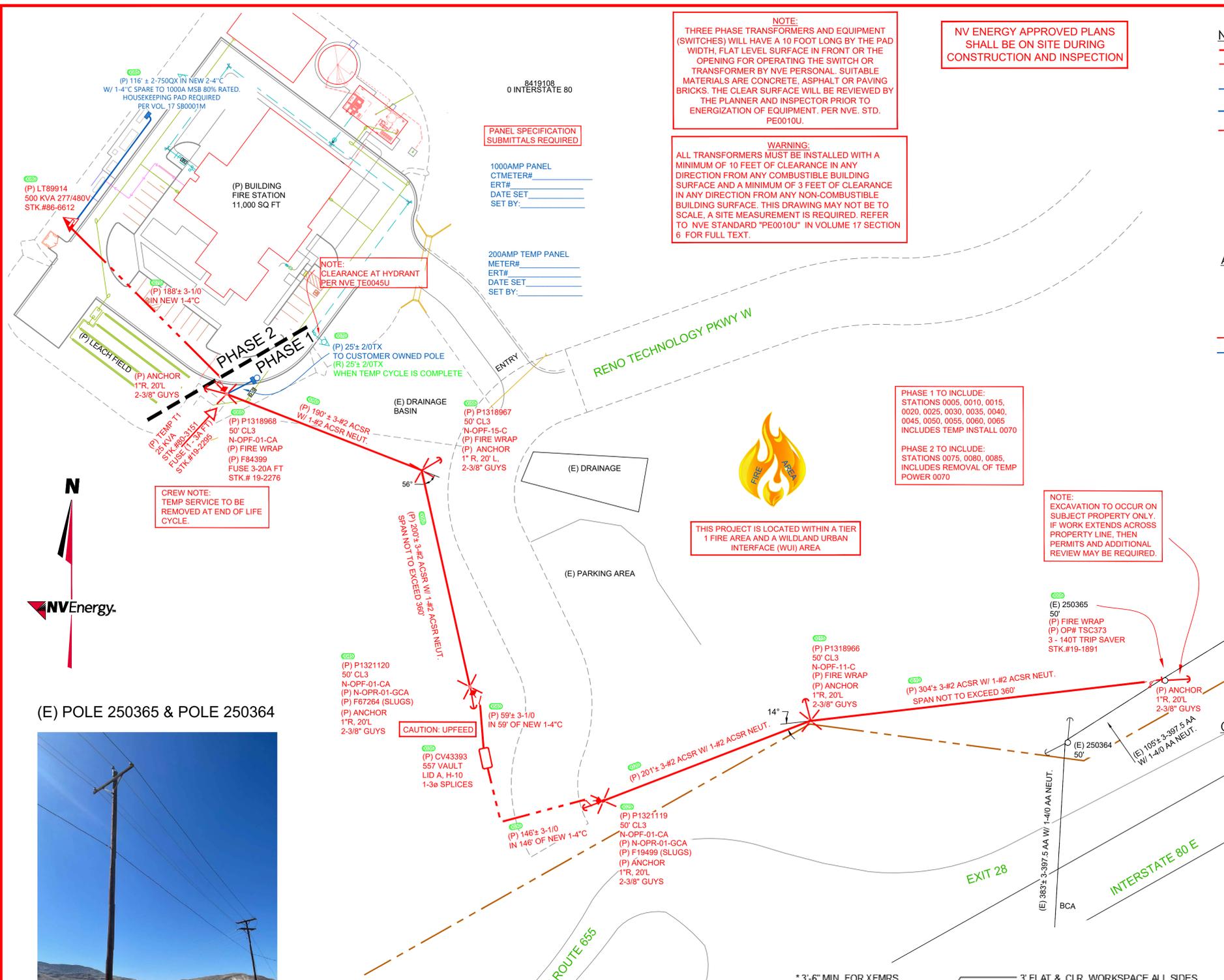
WARNING: ALL TRANSFORMERS MUST BE INSTALLED WITH A MINIMUM OF 10 FEET OF CLEARANCE IN ANY DIRECTION FROM ANY COMBUSTIBLE BUILDING SURFACE AND A MINIMUM OF 3 FEET OF CLEARANCE IN ANY DIRECTION FROM ANY NON-COMBUSTIBLE BUILDING SURFACE. THIS DRAWING MAY NOT BE TO SCALE. A SITE MEASUREMENT IS REQUIRED. REFER TO NVE STANDARD "PE0010U" IN VOLUME 17 SECTION 6 FOR FULL TEXT.

PHASE 1 TO INCLUDE: STATIONS 0005, 0010, 0015, 0020, 0025, 0030, 0035, 0040, 0045, 0050, 0055, 0060, 0065 INCLUDES TEMP INSTALL 0070

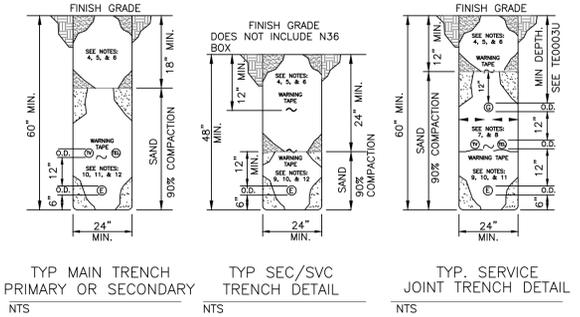
PHASE 2 TO INCLUDE: STATIONS 0075, 0080, 0085, INCLUDES REMOVAL OF TEMP POWER 0070

NOTE: EXCAVATION TO OCCUR ON SUBJECT PROPERTY ONLY. IF WORK EXTENDS ACROSS PROPERTY LINE, THEN PERMITS AND ADDITIONAL REVIEW MAY BE REQUIRED.

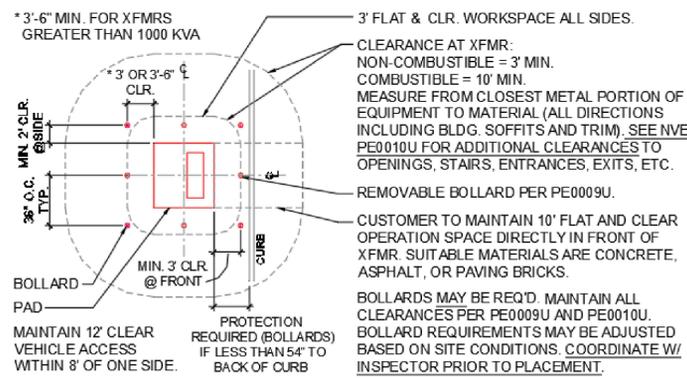
THIS PROJECT IS LOCATED WITHIN A TIER 1 FIRE AREA AND A WILDLAND URBAN INTERFACE (WUI) AREA



(E) POLE 250365 & POLE 250364



SEE NVE DETAILS SUB01X, TE001U, AND TE0003U FOR SPECIFIC NOTES AND ADDITIONAL REQUIREMENTS.



TRANSFORMER CLEARANCES NTS

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Truckee Meadows Fire Protection District, a fire district organized pursuant to 474.460 and political subdivision of the State of Nevada (“District”) and **Construction Materials Engineers, Inc.** (“Consultant”), collectively (the “Parties”).

WITNESSETH:

WHEREAS, The District desires to engage a Consultant to render certain consulting services in Support of the “**Pre-Construction, Construction Management, Commissioning, Special Inspection and Administration Services for the Truckee Meadows Fire Protection District Fire Station 35 Project**” (the “Project”); and

WHEREAS, The District requires certain professional services in connection with the Project, as described in Exhibit “A,” Proposal for Pre-Construction, Construction Management, and Administration Services dated December 17, 2024 and Exhibit “B” Special Inspection and Materials Services dated November 19, 2024 (the “Services”); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing, and able to provide the Services by virtue of its education, training, and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be January 7, 2025,

CONSULTANT shall begin the performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, and Exhibit B, in accordance with the Standard of Care as outlined in Article 5 herein no later than February 19, 2026, unless this Agreement is terminated sooner in accordance with its terms.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, and Exhibit B, under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness, and coordination of all reports, information, specifications, and other items and services furnished under this Agreement and any amendments hereto. The District reserves the right to inspect, comment on, and request revision of all Services identified in Exhibit A, and Exhibit B, and any amendments thereto performed by Consultant before acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, and Exhibit B, shall constitute a material breach of this Agreement unless waived in writing by the District.

ARTICLE 3 - COMPENSATION

3.1 Compensation for Services

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the Fee Schedule described in Exhibit A, and Exhibit B, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of **\$362,852.50**. Consultant shall satisfy its obligations hereunder without additional cost or expense to The District during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit A, and Exhibit B. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the District or the Consultant. The actual costs charged for the work by the Consultant in accordance with this provision shall be full compensation to the Consultant for all Services and duties required by the Revised Proposal for Project Development Services including, but not limited to: costs of supplies, facilities, and equipment; costs of labor and services of employees, consultants, and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

3.2 Compensation for Additional Services

If the District requests Consultant to perform additional services other than those required to be performed under Services identified in Exhibit A, and Exhibit B, the cost of such additional services shall be determined before commencing additional work. The District must authorize all additional services and payment amounts in writing before commencing any work for such services.

3.3 Methods and Times of Payment

Consultant shall submit to The District monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by The District of invoices or requests for payment shall not constitute acceptance by The District of work performed on the Project by the Consultant. No penalty shall be imposed upon the District for payment(s) received by the Consultant after forty-five days.

3.4 Dispute of Work

The District shall notify the Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the District and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the District. If the District and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, and Exhibit B, on the Project shall be diligently performed and be completed no later than February 19, 2026. Consultant shall be granted time extensions for items within the phases of the Project in writing by The District if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, The District's failure to furnish information or to approve or disapprove Consultant's work promptly. The consultant will provide The District with a monthly report, including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month, and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. The consultant's failure to submit promptly the monthly progress report may cause a delay in payment from the District.

ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances, and the Consultant shall, at no cost to The District, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by The District of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions or any other deficiencies in designs, drawings, specifications, and reports. The District reserves the right to inspect, comment on, and request a revision of all Services performed by the Consultant before acceptance, and the Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the District. Review and approvals by The District do not relieve the Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the District's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, the Consultant shall not be responsible for the failure of any other consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to The District or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify The District of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the project site.

ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of

determining prices, or over competitive bidding or market conditions, the Consultant's cost estimates shall be made based on qualification and experience.

Since the Consultant has no control over the resources provided by others to meet contract schedules, the Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. The Consultant cannot and does not guarantee that proposals, bids, or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes the performance of the Services as an independent contractor, is not entitled to benefits provided to employees of the District, is solely responsible for federal taxes and social security payments applicable to money received for services herein provided, and understands the District will file an IRS Form 1099 for all payments made to Consultant. Consultant shall be wholly responsible for the methods of performance. The District shall have no right to supervise the methods used by the Consultant. The District shall have the right to observe such performance. Consultant shall work closely with The District in performing Services under this Agreement.

ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, and Exhibit B.

ARTICLE 10 - DISTRICT'S RESPONSIBILITY

The District shall provide any information authorized by law in its possession that is requested by the Consultant and is necessary to complete the Project. The District shall assist the Consultant in obtaining access to public and private lands so the Consultant can perform the Services. The District shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by the Consultant pursuant to this Agreement are instruments of service concerning the Project. They are not intended or represented as suitable for reuse by The District or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at The District's sole risk and without liability or legal exposure to the Consultant, and The District shall indemnify and hold harmless the Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle the Consultant to further compensation at rates agreed upon by The District and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by the Consultant pursuant to this agreement will be provided to the District in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, the Consultant makes no representation as to the long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible for maintaining documents stored in electronic media format after acceptance by The District.

ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not remedy such breach or default or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, The District shall pay Consultant for all Services satisfactorily performed to the date of termination.

In its sole discretion, the District shall have the right to terminate this Agreement or suspend the performance thereof for The District's convenience upon written notice to the Consultant, and the Consultant shall terminate or suspend the performance of services within thirty (30) days of a schedule acceptable to The District. In the event of termination or suspension for The District's convenience, The District shall pay the Consultant for all Services performed in accordance with the terms of this Agreement.

If the District's governing body fails to appropriate or budget funds for the purposes specified in this Agreement or if the District's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by The District to be proprietary unless such information is available from public sources, was known to Consultant before the execution of this Agreement, was received by Consultant from a third-party source, not under any obligation of confidentiality to the District, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of The District or in response to legal process or as required by the regulations of public entities.

ARTICLE 14 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing on the date of delivery or, if deposited in the United States mail, postage prepaid, to the address specified below, three days after the date of mailing:

To The District:
Charles Moore, Fire Chief
Truckee Meadows Fire Protection District
3663 Barron Way
Reno, NV 89511

To Consultant:
Jon A. Del Santo, Principal
Construction Materials Engineers, Inc.
300 Sierra Manor Drive, Suite 1
Reno, NV 89511

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Consultant and The District.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither The District nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either The District or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed before the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require the Consultant or The District to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

ARTICLE 17 - MISCELLANEOUS

17.1 Nonwaiver

A waiver by either The District or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

17.2 Severability

If any provision of this Agreement is deemed illegal, invalid, or unenforceable, the provision shall be deleted, and the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Agreement not determined to be illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Agreement.

ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

If any conflict between the documents that make up this Agreement, the documents will prevail in the following order: the Agreement for Professional Consulting Services Agreement, Insurance Exhibit C, and any other agreement/exhibits.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

The District and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

ARTICLE 20 - ASSIGNMENT

Neither The District nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in performing the Services hereunder.

ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than The District and Consultant.

ARTICLE 22 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and can pay for the loss or liability related to their activities. Exhibit “C” Insurance Specifications is included by reference. All conditions and requirements identified in this Exhibit C shall be completed before the commencement of any work under this Agreement.

ARTICLE 23 – LIMITED LIABILITY

The District will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the District’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement but not yet paid for the fiscal year budget in existence at the time of the breach.

Consultant agrees to indemnify, hold harmless, and defend The District and the employees, officers and agents of The District from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Consultant, to the full extent allowed by law.

ARTICLE 24 - ORGANIZATION’S CERTIFICATION

Consultant, its principals, and agents, to the best of its knowledge and belief,

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in (b) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

OWNER:

Dated this 7th day of January, 2025

CONSULTANT:

Dated this 21st day of January, 2025

By



Alexis Hill, Chair
Truckee Meadows Fire Protection
Board of Fire Commissioners

By



Jon A. Del Santo – Principal
Construction Materials Engineers, Inc.



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
TMFR Apple Fire Station Project**

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 and Rescue Apple Fire Station Project.

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

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:

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

| 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 |



Mr. Charles A. Moore
TRUCKEE MEADOWS FIRE AND RESCUE
TMFR Apple Fire Station Project
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,



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



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

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



**TRUCKEE MEADOWS FIRE AND RESCUE - APPLE FIRE STATION
PRE-CONSTRUCTION, CONSTRUCTION MANAGEMENT, INSPECTION,, AND MATERIALS TESTING
62 WEEK SCHEDULE**

TRUCKEE MEADOWS FIRE & RESCUE

DATE : 12/17/2024

| ACTIVITY | QUANTITY | UOM | QUANTITY | UOM | RATE | TOTAL | COMMENTS |
|--|----------|--------|----------|-----|--------------|----------------------|----------------------------------|
| TASK 1 - PRE-CONSTRUCTION SERVICES | | | | | | | |
| CM - PROJECT MANAGER | 70 | HRS | | | \$ 170.00 | \$ 11,900.00 | PRE-CONSTRUCTION MANAGEMENT |
| | | | | | | \$ | 11,900.00 |
| TASK 2 - PROJECT MANAGEMENT | | | | | | | |
| SENIOR PROJECT MANAGER | 62 | WKS | 0.5 | HRS | \$ 200.00 | \$ 6,200.00 | |
| | | | | | | \$ | 6,200.00 |
| TASK 3 - CONSTRUCTION MANAGEMENT & ADMINISTRATION | | | | | | | |
| CM - PROJECT MANAGER | 62 | WKS | 1.5 | HRS | \$ 170.00 | \$ 15,810.00 | 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 |
| | | | | | | \$ | 32,810.00 |
| TASK 4 - MEETINGS | | | | | | | |
| 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 | \$ 15,810.00 | WEEKLY OAC MEETING |
| VEHICLE | 62 | EA | 1.5 | HRS | \$ 15.00 | \$ 1,395.00 | WEEKLY OAC MEETING |
| | | | | | | \$ | 17,865.00 |
| TASK 5 - CONSTRUCTION OBSERVATION | | | | | | | |
| INSPECTOR - REG. | 40 | WKS | 12 | HRS | \$ 130.00 | \$ 62,400.00 | 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 | \$ 42,900.00 | ON SITE CONSTRUCTION OBSERVATION |
| VEHICLE | 22 | WKS | 15 | HRS | \$ 15.00 | \$ 4,950.00 | ON SITE CONSTRUCTION OBSERVATION |
| | | | | | | \$ | 117,450.00 |
| TASK 6 - PROJECT COMMISSIONING | | | | | | | |
| UNVC COMMISSIONING SERVICES | 1 | LS | + | 10% | \$ 31,000.00 | \$ 34,100.00 | 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 |
| | | | | | | \$ | 45,477.50 |
| 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 |
| | | | | | | \$ | 6,400.00 |
| ESTIMATED TOTAL FEE: | | | | | | \$ 238,102.50 | |

NOTES:

1. ASSUMED 62 WEEKS FOR CONSTRUCTION (14 MONTHS)
2. OUTSIDE SERVICES ARE MARKED UP 10%



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, mortar, 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.

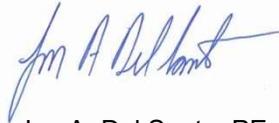
We appreciate the opportunity to provide our special inspection and materials testing services. Please do not hesitate to call if you have any questions or comments.

Sincerely,

CONSTRUCTION MATERIALS ENGINEERS, INC.



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



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

v:\projects\minor proposals\2024\washoe county tmrpd\letter_11-19-24.docx



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

DATE : 11/19/2024

| ACTIVITY | QTY/DAYS | HRS/DAY | 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 GRADE, FOUNDATION, SUBGRADE, AC PAVING, AGGREGATE BASE, PCC PAVING - |
| VEHICLE + EQUIPMENT | 180 | | \$ 15.00 | \$ 2,700.00 | |
| 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 INCLUDED |
| VEHICLE + EQUIPMENT | 90 | | \$ 15.00 | \$ 1,350.00 | |
| PROCTORS | 1 | | \$ 300.00 | \$ 300.00 | BEDDING SAND |

* ASSUME INSTALLATION RATE OF 150 LF A DAY

| CONCRETE** | | | | | 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 FOLLOWING DAY

| MASONRY | | | | | APPROX 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 |
| COMPRESSIVE STRENGTH OF GROUT | 13 | | \$ 135.00 | \$ 1,755.00 | SETS OF THREE |

| ASPHALT CONCRETE | | | | | |
|------------------------------|---|---|-----------|-------------|-----------------|
| 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 |

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-PREVALING 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

EXHIBIT C

INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONALS SERVICES AGREEMENT TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

INDEMNIFICATION

PROFESSIONAL Liability

PROFESSIONAL agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of the public body from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the design professional or the employees or agents of the design professional in the performance of the contract. If the insurer by which the design professional is insured against professional liability does not so defend the public body and the employees, officers and agents of the public body and the design professional is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the public body by the design professional in an amount which is proportionate to the liability of the design professional. (See: NRS 338.155)

As used in this section, "agents" means those persons who are directly involved in and acting on behalf of the District or PROFESSIONAL, as applicable, in furtherance of the contract or the public work to which the contract pertains.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of PROFESSIONAL services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, PROFESSIONAL agrees to indemnify, defend (at DISTRICT'S option), and hold harmless DISTRICT, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of PROFESSIONAL (or Sub-PROFESSIONAL, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of DISTRICT.

In determining the nature of the claim against DISTRICT, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against DISTRICT.

GENERAL REQUIREMENTS

DISTRICT requires that PROFESSIONAL purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and PROFESSIONAL'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by PROFESSIONAL, its agents, representatives, employees or Sub-PROFESSIONALS. The cost of all such insurance shall be borne by PROFESSIONAL.

INDUSTRIAL INSURANCE (WORKERS' COMPENSATION)

It is understood and agreed that there shall be no Industrial Insurance coverage provided for PROFESSIONAL or any Sub-PROFESSIONAL by DISTRICT. PROFESSIONAL agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the DISTRICT to make any payment under this Agreement to provide DISTRICT with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If PROFESSIONAL is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627.

Should PROFESSIONAL be self-funded for Industrial insurance, PROFESSIONAL shall so notify DISTRICT in writing prior to the signing of any agreement. DISTRICT reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

PROFESSIONAL shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. PROFESSIONAL Errors and Omissions Liability: \$1,000,000 per occurrence and as an annual aggregate. Premium costs incurred to increase PROFESSIONAL'S insurance levels to meet minimum contract limits shall be borne by the PROFESSIONAL at no cost to the DISTRICT.
4. PROFESSIONAL will maintain PROFESSIONAL liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that PROFESSIONAL goes out of business during the term of this Agreement, or the three (3) year period described above, PROFESSIONAL shall purchase Extended Reporting Coverage for claims arising out of PROFESSIONAL'S negligent acts, errors and omissions committed during the term of the PROFESSIONAL Liability Policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT Risk Management Division prior to the start of work under this Agreement. DISTRICT reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the DISTRICT Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
 - a. DISTRICT, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of PROFESSIONAL, including the insured's general supervision of PROFESSIONAL; products and completed operations of PROFESSIONAL; or premises owned, occupied or used by PROFESSIONAL. Any additional cost associated with this provision shall be the responsibility of DISTRICT.

- b. PROFESSIONAL'S insurance coverage shall be primary insurance as respects DISTRICT, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by DISTRICT, its officers, agents, employees or volunteers shall be excess of PROFESSIONAL'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to DISTRICT, its officers, agents, employees or volunteers.
- d. PROFESSIONAL'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. PROFESSIONAL'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. DISTRICT with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning PROFESSIONAL and insurance carrier. DISTRICT reserves the right to require that the PROFESSIONAL'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

PROFESSIONAL shall furnish DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by DISTRICT. **All certificates and endorsements are to be addressed to the specific DISTRICT contracting department and be received and approved by DISTRICT before work commences.** DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-PROFESSIONALS

PROFESSIONAL shall include all Sub-PROFESSIONALS as insureds under its policies or furnish separate certificates and endorsements for each Sub-PROFESSIONAL. Sub-PROFESSIONAL shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. PROFESSIONAL shall be responsible for and remedy all damage or loss to any property, including property of DISTRICT, caused in whole or in part by PROFESSIONAL, any Sub-PROFESSIONAL, or anyone employed, directed or supervised by PROFESSIONAL.
2. Nothing herein contained shall be construed as limiting in any way the extent to which PROFESSIONAL may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-PROFESSIONALS under it.
3. In addition to any other remedies DISTRICT may have if PROFESSIONAL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, DISTRICT may, at its sole option:

- a. Order PROFESSIONAL to stop work under this Agreement and/or withhold any payments which become due PROFESSIONAL here under until PROFESSIONAL demonstrates compliance with the requirements hereof;
 - b. Terminate the Agreement.
4. Any waiver of CONTRACTOR's obligation to furnish such certificate or maintain such insurance must be in writing and signed by authorized representative of DISTRICT. Failure of DISTRICT to demand such certificate or other evidence of full compliance with these insurance requirements or failure of DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance, or a waiver as to the enforcement of any of these provisions at a later date.

| ACT ID | Total Float | ACTIVITY NAME | RESP | CAL ID | ORIG DUR | REM/G DUR | START | FINISH | 2024 | | | | | | | | | | | | 2025 | | | | | | | | | | | | 2026 | | | | | | | | | | | | | |
|--|-------------|--|------------|--------|----------|-----------|-------------|-------------|---|-----|---|-----|-----|---|-----|-----|---|-----|-----|---|------|-----|---|-----|-----|---|-----|-----|---|-----|-----|---|------|-----|---|-----|-----|---|-----|-----|---|-----|-----|---|-----|-----|
| | | | | | | | | | Sep | Oct | N | Dec | Jan | F | Mar | Apr | M | Jun | Jul | A | Sep | Oct | N | Dec | Jan | F | Mar | Apr | M | Jun | Jul | A | Sep | Oct | N | Dec | Jan | F | Mar | Apr | M | Jun | Jul | A | Sep | Oct |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 262416-120 | 177 | Procure Material - Panel Board | ..NELSON | 5H | 100 | 100 | 25-Mar-25 | 13-Aug-25 | 25-Mar-25 13-Aug-25, Procure Material - Panel Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 262416-130 | 29 | Float Time / Onsite Storage - Panel Board | ..NELSON | 5H | 71 | 71 | 14-Aug-25 | 24-Nov-25 | 14-Aug-25 24-Nov-25, Float Time / Onsite Storage - Panel Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 262416-140 | 29 | Required Onsite - Panel Board | ..NELSON | 5H | 0 | 0 | | 24-Nov-25 | ◆ 24-Nov-25, Required Onsite - Panel Board | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Procurement - 263213 - Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 263213-100 | 92 | Prepare & Submit - Generator | ..NELSON | 5H | 20 | 20 | 18-Feb-25 | 17-Mar-25 | 18-Feb-25 17-Mar-25, Prepare & Submit - Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 263213-110 | 92 | Review Submittal - Generator | H+K | 5H | 10 | 10 | 18-Mar-25 | 31-Mar-25 | 18-Mar-25 31-Mar-25, Review Submittal - Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 263213-120 | 92 | Procure Material - Generator | ..NELSON | 5H | 180 | 180 | 01-Apr-25 | 16-Dec-25 | 01-Apr-25 16-Dec-25, Procure Material - Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 263213-140 | 29 | Required Onsite - Generator | ..NELSON | 5H | 0 | 0 | | 24-Nov-25 | ◆ 24-Nov-25, Required Onsite - Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 263213-130 | 15 | Float Time / Onsite Storage - Generator | ..NELSON | 5H | 0 | 0 | 17-Dec-25 | 17-Dec-25 | 17-Dec-25 17-Dec-25, Float Time / Onsite Storage - Generator | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Procurement - 283100 - Fire Alarm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 283100-110 | 192 | Prepare & Submit - Fire Alarm | ..NELSON | 5H | 20 | 20 | 18-Feb-25 | 17-Mar-25 | 18-Feb-25 17-Mar-25, Prepare & Submit - Fire Alarm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 283100-120 | 192 | Review Submittal - Fire Alarm | H+K | 5H | 10 | 10 | 18-Mar-25 | 31-Mar-25 | 18-Mar-25 31-Mar-25, Review Submittal - Fire Alarm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 283100-130 | 192 | Procure Material - Fire Alarm | ..NELSON | 5H | 80 | 80 | 01-Apr-25 | 23-Jul-25 | 01-Apr-25 23-Jul-25, Procure Material - Fire Alarm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 283100-140 | 12 | Float Time / Onsite Storage - Fire Alarm | ..NELSON | 5H | 36 | 36 | 24-Jul-25 | 12-Sep-25 | 24-Jul-25 12-Sep-25, Float Time / Onsite Storage - Fire Alarm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 283100-150 | 12 | Required Onsite - Fire Alarm | ..NELSON | 5H | 0 | 0 | | 12-Sep-25 | ◆ 12-Sep-25, Required Onsite - Fire Alarm | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONSTRUCTION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SITework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Early Civil | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-100 | | Site Survey & Building Control - Sitework | TBD-SURVEY | 5H | 1 | 0 | 11-Feb-25 A | 11-Feb-25 A | 11-Feb-25 A 11-Feb-25 A, Site Survey & Building Control - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-110 | 0 | Mobilization - Sitework | ..ASPEN | 5H | 2 | 2 | 26-Feb-25* | 27-Feb-25 | 26-Feb-25* 27-Feb-25, Mobilization - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-130 | 12 | Clear & Grub - Sitework | ..ASPEN | 5H | 2 | 2 | 28-Feb-25 | 03-Mar-25 | 28-Feb-25 03-Mar-25, Clear & Grub - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-160 | 12 | Place 15" Storm Drain @ Site Entrance - Sitework | ..ASPEN | 5H | 2 | 2 | 28-Feb-25 | 03-Mar-25 | 28-Feb-25 03-Mar-25, Place 15" Storm Drain @ Site Entrance - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-170 | 13 | Fill Storm Drain for Site Access - Sitework | ..ASPEN | 5H | 1 | 1 | 04-Mar-25 | 04-Mar-25 | 04-Mar-25 04-Mar-25, Fill Storm Drain for Site Access - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-140 | 12 | Cut to Fill - Sitework | ..ASPEN | 5H | 8 | 8 | 04-Mar-25 | 13-Mar-25 | 04-Mar-25 13-Mar-25, Cut to Fill - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-145 | 12 | Import & Place - Sitework | ..ASPEN | 5H | 8 | 8 | 06-Mar-25 | 17-Mar-25 | 06-Mar-25 17-Mar-25, Import & Place - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-150 | 181 | BMP Set Up - Sitework | ..EPS | 5H | 3 | 3 | 14-Mar-25 | 18-Mar-25 | 14-Mar-25 18-Mar-25, BMP Set Up - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-155 | 12 | Finish Grading - Sitework | ..ASPEN | 5H | 2 | 2 | 18-Mar-25 | 19-Mar-25 | 18-Mar-25 19-Mar-25, Finish Grading - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-165 | 181 | Set Job Office & Generator - Sitework | PLENIUM | 5H | 5 | 5 | 19-Mar-25 | 25-Mar-25 | 19-Mar-25 25-Mar-25, Set Job Office & Generator - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-175 | 12 | Survey for Site Utilities - Sitework | TBD-SURVEY | 5H | 2 | 2 | 20-Mar-25 | 21-Mar-25 | 20-Mar-25 21-Mar-25, Survey for Site Utilities - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SW-190 | 12 | Site Utilities - Sitework | ..ASPEN | 5H | 25 | 25 | 24-Mar-25 | 25-Apr-25 | 24-Mar-25 25-Apr-25, Site Utilities - Sitework | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-100 | 180 | Mobilization & Setup - Water Well | TBD-WATER | 5H | 5 | 5 | 20-Mar-25 | 26-Mar-25 | 20-Mar-25 26-Mar-25, Mobilization & Setup - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-120 | 180 | Drilling - Water Well | TBD-WATER | 5H | 5 | 5 | 27-Mar-25 | 02-Apr-25 | 27-Mar-25 02-Apr-25, Drilling - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-130 | 180 | Casing Installation & Connection - Water Well | TBD-WATER | 5H | 2 | 2 | 03-Apr-25 | 04-Apr-25 | 03-Apr-25 04-Apr-25, Casing Installation & Connection - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-150 | 180 | Water Well Development - Water Well | TBD-WATER | 5H | 2 | 2 | 07-Apr-25 | 08-Apr-25 | 07-Apr-25 08-Apr-25, Water Well Development - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-160 | 180 | Cleanup & Demob - Water Well | TBD-WATER | 5H | 1 | 1 | 09-Apr-25 | 09-Apr-25 | 09-Apr-25 09-Apr-25, Cleanup & Demob - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-170 | 180 | Testing - Water Well | TBD-WATER | 5H | 5 | 5 | 10-Apr-25 | 16-Apr-25 | 10-Apr-25 16-Apr-25, Testing - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-180 | 180 | Final Pump Design & Equipment Order - Water Well | TBD-WATER | 5H | 20 | 20 | 17-Apr-25 | 14-May-25 | 17-Apr-25 14-May-25, Final Pump Design & Equipment Order - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WW-190 | 180 | Final Pump Equipment Install - Water Well | TBD-WATER | 5H | 2 | 2 | 15-May-25 | 16-May-25 | 15-May-25 16-May-25, Final Pump Equipment Install - Water Well | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Landscaping | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LD-180 | 149 | Irrigation Sleeves - Landscaping | ..ASPEN | 5H | 2 | 2 | 14-Apr-25* | 15-Apr-25 | 14-Apr-25* 15-Apr-25, Irrigation Sleeves - Landscaping | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LD-100 | 149 | Aggregate Base - Landscaping | ..ASPEN | 5H | 5 | 5 | 16-Apr-25 | 22-Apr-25 | 16-Apr-25 22-Apr-25, Aggregate Base - Landscaping | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LD-110 | 149 | Site Concrete - Landscaping | ..ASPEN | 5H | 20 | 20 | 23-Apr-25 | 20-May-25 | 23-Apr-25 20-May-25, Site Concrete - Landscaping | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



