

CBE 607445-25
TELECOMMUNICATION CONSTRUCTION &
SERVICES AGREEMENT

THIS TELECOMMUNICATIONS CONSTRUCTION AND SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2025 by and between Valley Electric Association, Inc., a domestic limited-liability company licensed to do business in the State of Nevada (the "Provider"), and CLARK COUNTY, NEVADA (the "Customer"). Provider and Customer are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Customer desires to obtain, and Provider desires to provide, certain telecommunication infrastructure and services from Provider in a manner and at a level more particularly identified and described in the attached Exhibit A in furtherance of Customer's mission to expand and improve broadband access, speed, reliability, and scalability to Customer facilities throughout Clark County, Nevada;

WHEREAS, Customer desires, and Provider represents it can deliver such services, which may include all or a portion of the construction, installation, Fiber Equipment and/or related telecommunication services, in a manner more specifically set forth in Customer's Request for Services and Provider's pricing Customer. **WHEREAS**, this Agreement for construction, installation and/or Fiber Equipment and Related Services throughout certain Customer facilities throughout Clark County, Nevada will fulfill an important County and public need for the delivery of improved technology, infrastructure, and services to support future countywide communication operations, economic development, social and community interests,

WHEREAS, in addition to this Agreement, Parties intend to simultaneously execute a Dark Fiber Lease Agreement for 36 fiber strands on all Newly Constructed Fiber,

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

ARTICLE I
DEFINITIONS

1. Definitions: The following terms in this Agreement shall have the meanings ascribed to them in this Article, or, if defined elsewhere in the text, as stated where defined.

1.1 "A Location" means the hub location, usually a switching center or Internet Exchange Point where numerous broadband connections terminate.

1.2 "Award Amount" means the total funds allocated to complete the terms and conditions under this Agreement.

1.3 "Contract Documents" means all Exhibits and attachments incorporated into this Agreement describing the scope of work and obligations of the Parties.

1.4 "Contractor" means the person or entity that performs services and/or provides goods and/or services in furtherance of, or connection with, this Agreement.

1.5 "CPF" means the Capital Projects Fund.¹

1.6 "Customer" means Clark County, Nevada.

1.7 "Conduit" means a tube or encasement especially constructed for the purpose of placing and enclosing fiber optic cable.

- 1.8 "Customer Fiber"** means strands of fiber optic cable leased by the Provider to Customer or Customer Agency as part of this agreement.
- 1.9 Community Anchor Institutions (CAIs)** – For the purposes of this agreement, Community Anchor Institutions are defined as schools, libraries, and healthcare Customer facilities and in the future, other facilities as defined by the Customer.
- 1.10 "Dark Fiber"** means optical fiber provided without electronics or optronics and which is not "lit" or activated, of which a designated number of such fiber optic strands will be leased from an existing or newly constructed fiber system.
- 1.11 "Dedicated Customer Fiber"** means those strands of fiber which Provider has allocated for the delivery of services to Customer
- 1.12 "Delinquent Account"** means accounts for which payment is more than forty-five 45 days past due.
- 1.13 "Effective Date"** means the date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and delivered.
- 1.14 "End Points"** means the "Z" Location and the "A" Location for a broadband transport service.
- 1.15 "Facility"** means a building; structure; or networks of buildings, structures, pipes, controls, and equipment, or portion thereof, that provide or serve transportation, utilities, public education, community, or public safety services or needs, including but not limited to government office buildings, public schools, courthouses, federal/county/state service locations, libraries, prisons, and maintenance yards.
- 1.16 "Fiber Assets"** means existing or newly constructed fiber optic cable, conduit, rights (contractual or otherwise), or property used in connection with the construction, ownership, operation of a fiber optic system for delivery or transmission of broadband services.
- 1.17 "Fiber Equipment"** means equipment used to pass light and Internet Protocol traffic (and therefore broadband traffic) through a fiber optic cable.
- 1.18 "Finding of No Significant Impact (FONSI)"** means a certification received by the Provider after County, State and Federal agency environmental review determines there is no environmental impact related to the construction of new fiber along the proposed route between the "Z location" and the "A location". This certification is necessary to commence construction activities.
- 1.19 "Initial Service Date"** means the first date any Service ordered under this Agreement is delivered by Provider at any one or more of the multiple locations identified in Exhibit A. The Initial Service Date will be confirmed in writing by the Provider utilizing a Service Acceptance Certificate (Exhibit C).
- 1.20 "Interference"** means any occurrence that impairs or interrupts the ability of the fiber optic cables to transmit Internet Protocol voice, video or data traffic.
- 1.21 "IRU"** means Indefeasible Right to Use, an exclusive and irrevocable right to use optical fiber(s) for a defined period of time as set forth in the IRU Agreement.
- 1.22 "Lit Services"** means fiber optic cables which have been equipped with the necessary equipment to enable point-to-point transmission or transport of data by an Internet service provider, and all associated activities necessary to provision such services.
- 1.23 "MCA"** refers to Valley Electric Association, Inc., 'Master Customer Agreement'.
- 1.24 "Monthly Recurring Charges" or "MRC"** means charges for lit broadband service or dark fiber maintenance that accrue to the customer monthly.
- 1.25 "Maintain" or "Maintenance"** or derivatives thereof means the activity of assuring continuing operational status of the system through repair, replacement or otherwise, but excludes relocation or additions of fiber conduit, fiber equipment or assets into the rights-of-way.
- 1.26 "New Fiber" or "Newly Constructed Fiber" or "New Construction"** means new fiber optic cable and supporting components or buried infrastructure. Newly Constructed Fiber for this Agreement should strictly follow the fiber construction specifications outlined in the relevant Exhibits.
- 1.27 "Notice to Proceed"** A written notice shall be given by Customer fixing the date on which the Agreement times will commence to construct a segment or segments of fiber optic cable between defined end points or to initiate Layer 2, Layer 3 lit service or dark fiber at a location. Both activities, commencement of construction and initiation of service, will require a "Notice to Proceed".

- 1.28 "Outside Plant Materials"** means all materials necessary to construct Newly Constructed Fiber to include but not be limited to fiber, conduit, handholes, markers, cabinets, pole attachment materials.
- 1.29 "One Time Construction Charges"** means the build-out costs associated with any of the fiber options, including the costs of construction of network facilities, design, engineering, and project management for leased lit fiber, leased dark fiber and self-provisioning (own) fiber.
- 1.30 "Property Standards"** means those definitions and standards for real property, equipment and/or supplies set forth in 2 CFR 200, §§ 200.311, 200.313, and 200.314, or as specifically identified in Federal statutes, regulations, or the terms and conditions of the Federal award.
- 1.31 "Provider Equipment"** means any equipment, owned by a service provider, used for, or which supports, transmission of light and Internet Protocol (IP) traffic (and therefore broadband traffic) through a fiber optic cable.
- 1.32 "Project Property"** means the broadband infrastructure constructed and/or installed pursuant to Provider's Agreement with Customer.²
- 1.33 "Planned Services Date"** means the date that represents service initiation that Provider offers a lit service or dark fiber service to the Customer.
- 1.34 "ROW"** means the right-of-way granted by NDOT, City, County, landowners, or federal agency to allow occupancy to locate, operate, construct, reconstruct, maintain any fiber assets or fiber equipment.
- 1.35 "County"** means Clark County, Nevada identified herein, its officers, employees and immune contractors.
- 1.36 "County Materials"** means any data, County records, County software, research, studies, photographs, documents, drawings, models, materials, or information provided by County to Provider in the course of this Contract.
- 1.37 "Service Level Agreement" or SLA** – the standards of service for uptime, latency, packet loss, jitter, oversubscription and other technical standards for a Layer 2 or Layer 3 lit fiber service. For this agreement, SLA standards for Layer 2 and Layer 3 lit fiber service are enumerated in Exhibit A.
- 1.38 "Subcontractor"** means any third person or entity hired by or performing work pursuant to a request of the Provider/Agreement or as part of, or related to, any project or work arising from this Agreement.
- 1.39 "Z Location"** means the origin location for a broadband transport service, usually a customer's operating office or premise, where a broadband connection originates. All Z locations are connected to specific A locations via fiber optic cable.
- 1.40 "Z Customer"** means the origin location for a broadband transport service.

ARTICLE II NEW CONSTRUCTION

2.0 Commencement: For purposes of Newly Constructed Fiber or New Construction, this Agreement will commence on the Effective Date. Construction or pre-Construction work related to new Construction shall commence within 30 days of the Effective Date. For the purposes of this clause, pre-construction work can include but is not limited to design, engineering, permitting, environmental assessment, pre-order of Outside Plant Materials and other activities.

2.1 Scope of Services: It is the intent of this Agreement to describe and create a functionally complete project consisting of New Fiber or Newly Constructed Fiber that will deliver certain services in accordance with specifications set forth in the attached Exhibits. The Parties acknowledge the primary objective of this Agreement is the design, construction, installation, and delivery of service that will reliably meet or exceed delivery speeds of 1G symmetrical service.

2.2 Construction Deliverables: Provider shall comply with the design, engineering, procurement, permitting and construction requirements in Exhibit A and Exhibit B, that will include Lit Service(s) and/or Dark Fiber Service(s) to Customer pursuant to the terms of this Agreement. Provider agrees to design, engineer, procure and construct

"New Fiber" from New Construction End Points as set forth in specifications so identified and as required to connect the Z Locations to the A Locations, to the extent feasible.

2.3 New Construction or Installation: New Construction or Installation: For all New Construction or Newly Constructed Fiber and/or installation activity included to enable the provisioning of services (see Article III), the Provider agrees to deliver to Customer the standards of construction set forth in Exhibit B, and comply with the terms, conditions, and covenants herein. Locations listed in Exhibit G that are chosen for New Construction or installation will be walked with a Customer representative and an estimate for construction and/or installation costs will be issued to Customer for review. Once reviewed and approved by Customer, a Construction Acceptance Certificate (see Exhibit C) will be sent for work to begin. Customer may delete, add, or modify a Location in Exhibit G, subject to the following:

2.3.1 Once Provider has been issued a Construction Acceptance Certificate for a location, Provider shall begin work on the New Construction or installation to enable the provisioning of services as set forth in Section 4.4 with Customer as set forth in Section 4.2.

2.3.2 Provider will follow the above process until such time as the not to exceed Award Amount is met, or alternatively, an estimated construction cost set out in an Exhibit C, if accepted by a Customer, would exceed the not to exceed Award Amount. Provider is not required to begin New Construction for an Exhibit C Acceptance Certificate if completion of the Exhibit C Acceptance Certificate work would exceed the not to exceed Award Amount in 3.0.1.

2.4 Construction Progress Reports: For any New Construction or Installation Activities, Provider will provide Customer with regular progress reports to update Customer on the construction progress, impediments, finances, and any other matters which may impact the project. Provider Reports shall include:

2.4.1 Weekly Reports: Weekly construction reports will be provided to the Customer. commencement of the reporting shall be contingent on the parties mutually agreeing on the required components of reporting.

2.4.2 Quarterly Progress and Fiscal Reports: On a quarterly basis, Provider shall deliver to Customer a report in the format specified by the Customer addressing the construction timeline established in Exhibit G ("PRICE LOCATION & PRICING TABLE – REGION 8"), special construction charges, milestone, financial and technical updates, and any other issues impacting construction efforts.

2.4.3 As Requested: Upon written request by Customer, Provider shall respond within three business days to any request for status or update from Customer and provide information as requested.

2.5 Permitting and Landlord Approval: Provider shall be responsible for acquiring all permits necessary for the completion of Newly Constructed Fiber or Fiber Construction. Provider and Customer shall use best efforts to work with permitting agency(ies) to obtain required permits and/or secure the necessary approval(s) for access. Customer Request for this project.

2.5.1 - Prior to the commencement of any and all work and/or construction to be completed under this Agreement within the County's ROW, Provider shall apply for and successfully obtain an encroachment permit from the Clark County Department of Public Works.

2.5.2 - Prior to the commencement of any and all work and/or construction to be completed under this Agreement within the County's real property, Provider shall submit for and successfully obtain Clark County Real Property Management Space Planning approval.

2.6 Construction Testing, Inspection and Acceptance of Project: At such times during the construction period, and upon meeting specific construction milestones set forth in Exhibit D for each specified milestone, Customer shall review, test, inspect and verify completed work for compliance with the agreed upon deliverables and requirements, subject to the reservations herein below for final payment. If deliverables and technical specifications (Exhibit B) have been inspected, tested, meet specifications and acceptable to Customer, Customer will proceed with payment to Provider.

2.7 Finalization of Construction: At such time as Provider considers that portion of the New Fiber or New Construction ready for provisioning of intended services, whether Lit Service(s) and Dark Fiber Service(s) for its intended use, Provider will notify Customer in writing that the final construction phase is substantially complete (except for items specifically listed by Contractor as incomplete), issue a Final Fiber Construction Report (see Exhibit F), and request that the Customer issue a Certificate of Substantial Completion. If Customer does not consider the work complete, Customer will notify Provider in writing giving the reasons therefor and provide a list of items to be completed or corrected. Provider shall have seven calendar (7) days after receipt thereof during which to make written objection as to any items on the list. Failure to object will be deemed a waiver of any objections. Within 14 days of receipt of Provider's objections, and after considering such objections, Customer will either deliver a revised list of items to be completed or corrected, setting forth the reasons therefor, or will issue a determination that all work and deliverables are substantially completed. At such time as Customer issues a Certificate of Substantial Completion and/or Certificate of Service Acceptance, final payment shall be authorized.

ARTICLE III CONSTRUCTION INVOICES AND PAYMENTS

3.0 One-Time Construction Charges: Customer shall be responsible for all one-time construction charges required for the commencement of the service. Irrespective of the source of funds, the Customer is responsible for the payment of One-Time Construction Charges and all additional payments based on the terms of the Agreement.

3.0.1 Award Amount: Customer agrees to pay Provider for the performance of services described in the AGREEMENT. The Award Amount for the projects is not to exceed \$4,286,475.42. This amount represents the maximum amount that the Customer shall be obligated to pay under this AGREEMENT, regardless of any additional costs incurred by the Provider during the execution of the project. The Award Amount covers all labor, materials, equipment, management, subcontractor costs, permits, licenses, insurance overhead expenses and any other direct or indirect costs necessary to complete the project as specified in the Award Agreement. There is no opportunity for the Provider to request additional funds to complete the project.

3.0.2 Costs: The Provider shall be solely responsible for managing and controlling all costs associated with the project within the agreed upon Award Amount. The Provider shall exercise due diligence, employ efficient construction practices, not bill for unallowable costs or non bona fide goods or services, and will make every reasonable effort to complete the project within the budget.

3.0.3 Costs in Excess of Award Amount: In the event the Provider incurs costs that exceed the Award Amount due to unforeseen circumstances, errors in estimation, or any other reasons beyond the Customer's control, the Provider shall bear all additional costs and expenses. The Customer shall not be held responsible for any cost overruns or additional charges incurred by the Provider.

3.1 Construction Phases: Provider and Customer will mutually divide the construction elements of this Agreement into distinct components that align with the phases of construction ("Construction Phases"). Provider will be required to complete each of the Construction Phases in a timely fashion on a schedule mutually agreed by Customer and the Provider and incorporated into the awarded agreement as Exhibit G. Provider will be required to complete each of the Construction Phases in a timely fashion on a schedule mutually agreed by COUNTY and the Provider.

3.2 Milestone Payments:

All payments for construction of fiber facilities under this Agreement will be made on a reimbursement basis in accordance with completion of milestones in Exhibit G and will use the State of Nevada SLFRF Grant Sub-recipient Reporting Requirements for expense record keeping and reimbursement requests, reimbursement for every \$250,000 invoiced to Customer ("Milestone Payments"). The engineering and design effort at the beginning of a project can be considered one of the Construction Phases for purposes of Provider compliance and payment

3.3 Pre-Construction Invoicing: Pre-construction charges shall be reimbursed only once invoices are received from the Provider and the required milestone payment forms (see Exhibit D) have been submitted and approved by Customer. Reimbursements will only be made for costs incurred and paid in full by the Provider that are aligned with the approved construction budget contained in Exhibit D. The Provider invoices must be accompanied by acceptable proof of payment for work performed, including invoices from subcontractors billing for the work (if applicable), suitable evidence that the invoiced work has been completed, and that the Provider has made payment for the work, and for final invoice, that the pre-construction work of Outside Plant Materials and other activities. Pre-Order of Outside Plant Materials cannot occur until the project has completed successful environmental review and been issued a proper Finding of No Significant Impact (FONSI).

3.4 Construction Invoicing: Construction charges shall be reimbursed only once invoices are received from the Provider and the required milestone payment forms have been submitted and work and deliverables have been inspected, approved, and accepted by the Customer. Reimbursements will only be made for costs incurred and paid in full by the Provider that are aligned with the approved construction budget contained in Exhibit D. The Provider invoices must be accompanied by acceptable proof of payment for work performed, including invoices from subcontractors billing (if subcontractors are involved in the work) for the work and suitable evidence that the work has commenced or was completed whether the work was performed directly by the Provider or by a subcontractor. Final Payment for construction work will occur only after the Customer inspects, tests, and verifies that construction and operation of the system is in accordance with the specifications and approved by Customer, and Customer issues a Certificate of Service Acceptance.

3.5 Invoice Payments: After receiving an invoice for special construction charges or monthly recurring charges, Customer may dispute any charge at its sole discretion and ask for additional documentation from the Provider that the Customer feels is necessary to clarify the charges.

3.6 Terms of Payments:

3.6.1 Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice.

3.6.2 Customer, at its discretion, may not approve or issue payment on invoices if Provider fails to provide the following information required on each invoice:

3.6.2.1 The title of the Project, Scope of Work, Customer's Agreement Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Company Name, Payment Remittance Address, Telephone Number, Itemized Pricing.

3.6.2.2 Customer's representative shall notify Provider in writing within fourteen (14) calendar days of any disputed amount included on the invoice. Provider must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph 3.7.1 above. Upon mutual resolution of the disputed amount Provider will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph 3.7.1 above.

3.6.3 No penalty will be imposed on Customer if Customer fails to pay Provider within thirty (30) calendar days after receipt of a properly documented invoice, and Customer will receive no discount for payment within that period.

3.6.4 In the event that legal action is taken by Customer or Provider based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to Customer's available unencumbered budgeted appropriations for the Project.

3.6.5 Customer shall subtract from any payment made to Provider all damages, costs and expenses caused by Provider's negligence, resulting from or arising out of errors or omissions in Provider's work products, which have not been previously paid to.

3.6.6 Customer shall not provide payment on any invoice Provider submits after six (6) months from the date Provider meets milestones.

3.6.7 Invoices shall be submitted to: IT Admin Email to: ITAdmin@ClarkCountyNV.Gov

3.6.8 Customer offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. Provider will be provided information on how to enroll at time of award.

3.7 Customer's Fiscal Limitations:

3.7.1 The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions and shall limit Customer's financial responsibility as indicated in Sub Section 3.8.2 below.

3.7.2 Customer's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Customer's purchase order(s).

ARTICLE IV. DELIVERY OF SERVICES

4.0 Term: The term of the Agreement is eighty-four (84) months from date of award, ("Term"). The term for Services to location begins when Provider has delivered the Services at a location in accordance with the delivery requirements set forth in Exhibit D and shall not exceed the Term and any Renewal Term exercised by Customer. Customer may renew Services at a location following the Term of this Agreement for three (3) optional one-year renewals ("Renewal Terms"). Any Renewal Terms must be in writing and signed by the Customer on or before the anniversary of the Effective Date. The monthly recurring charges for the Service during any Renewal Terms shall be identical to those in the Term.

4.1 Renewal: Following the seventh year (84 months) of the Customer Lit and/or Dark Fiber Agreement, this Agreement shall include **three (3) optional one-year renewals**, which may be exercised by Customer to extend this Agreement. Any renewal(s) must be in writing and signed by the Parties on or before the anniversary of the commencement date of this Agreement unless Customer delivers written Notice of Non-Renewal to Provider at least sixty (60) days prior to said anniversary date to Provider or any designated successor. The monthly recurring charges for the service shall be identical to those in the initial term.

4.2 Recipients of Services: Upon commencement, and for the purpose of this Article (4), "Customer" shall refer to the Customer who will be the recipient of services from Provider. Provider refers to as the party providing the lit service(s) set forth in Exhibit A.

4.3 Obligations of Provider: Provider shall provide Customer with such Services, as set forth in Exhibit A, and for the locations specified in Exhibit G. Customer shall accommodate any special requirement(s) specified within Exhibit B. To facilitate Service, Provider shall install all purchased equipment, (the "Service Equipment"), at the locations identified in Exhibit G in accordance with the terms of this Agreement.

4.4 Scope of Services: Upon completion of the New Fiber Construction, or upon the availability of adequate, operational fiber services to a Facility, Provider shall provide Layer 2 Lit Fiber, Layer 3 Lit Fiber and/or dark fiber services to Customer in accordance with the terms of this Agreement and attached Exhibits A and C. The Z Locations may include, but are not limited to, the installation of fiber optic equipment, multiplexers, servers and network equipment, data acquisition and control devices, Remote Weather Information Systems (RWIS), emergency power systems, Uninterrupted Power sources and battery systems. This location on site shall provide air conditioning and environmental control for the protection of equipment listed above.

4.4.1 The remaining strands of fiber shall be reserved for the exclusive use of the Provider to provide services to other customers.

4.4.2 The Provider shall occupy space in the Z Customer locations for the placement of its equipment. The Provider shall be responsible for reimbursing the Customer for any Provider-caused unrepaired damage that occurs during the installation and occupancy of this space. Provider shall be responsible for recording and submitting to the Customer photos of the pre-installation condition of the space occupied by Provider equipment.

4.4.3 For Layer 2 or Layer 3 Lit Services, Provider, must meet the standards of the Service Level Agreement included in Exhibit A. This includes the Provider being responsible for all replacements and/or repairs of electronic equipment necessary in order to meet the Service Level Agreement standards for Layer 2 or Layer 3 Service to the Customer for the entire term of the Agreement and any extensions.

4.4.4 It is agreed to by and between the parties that the Customer, upon keeping and performing the covenants herein shall, at all times during said Agreement, peaceably and quietly have, hold, and enjoy the Customer Fiber without discord, trouble or hindrance from the Provider, provided, however the Customer performs all condition and covenant contained herein, unless such performance is excused.

4.5 Permissions & Consent: Customer agrees to provide or obtain any permission or consent required for Provider to access the Customer locations (either "A" or "Z" Locations owned by the Customer) identified in Exhibit G, at no cost to Provider, for the purposes of 1) the Provider undertaking the installation, maintenance, troubleshooting, and/or removing Provider's Equipment as necessary to provide Service, or 2) the Customer fulfilling any special requirements as outlined in Exhibit B. For the avoidance of doubt, Customer's property, both personal and real, shall remain the sole and exclusive property of Customer, and nothing contained herein shall give or convey to Provider, or any other person, any ownership right, title or interest whatsoever in Customer's property, both personal and real (other than the access rights contemplated herein).

4.6 Service Equipment: Customer is solely responsible for ensuring that its equipment ("Customer Equipment") which is necessary to distribute the broadband service throughout the Customer facility has the minimum hardware and operating system requirements necessary to receive Service. Customer shall execute and deliver to the Provider a Service Acceptance Certificate in the form attached hereto as Exhibit C upon the completion of the installation and initiation of Services at each location identified in Exhibit G. Customer agrees to immediately notify Provider if Provider's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used. Customer shall be granted access to the asset defined as Customer Fiber.

4.7 Notice to Proceed: Customer shall provide a Notice to Proceed and/or provide written approval for the installation of Provider Equipment on property owned or leased by the Customer, or property subject to any restriction or building code provision requiring a building permit for the installation of Provider Equipment.

4.8 Permitting and Landlord Approval: Customer will use its best efforts to help facilitate coordination of any required permits and landlord approvals. Provider shall be responsible for acquiring all permits necessary for the completion of installation and construction and/or securing the necessary approval(s) for access.

4.9 Customer Equipment and Facilities: Customer shall undertake all necessary preparations to comply with Provider's installation instructions. Provider shall provide Customer written notice that the Service is ready for testing and acceptance. Customer shall have fifteen (15) days or may request further additional time from Provider, to test the Service and provide Provider notice of acceptance or rejection. Provider will make every effort to accommodate requests for extra time. If Customer rejects the Service, it must specify the reason for rejection, which is limited to failure of the Service to meet the specifications. Upon receipt of the rejection, Provider shall have thirty (30) days or such other time as agreed to, to remedy the reason for the rejection. If Customer fails to provide notice of rejection within the timeframe herein, the Service shall be deemed accepted as delivered. Provider may begin invoicing Customer upon acceptance of the Service. Customer is solely responsible for ensuring that any related equipment owned by Customer that is necessary to distribute the broadband service throughout the Customer facility has the minimum hardware and operating system requirements necessary to receive Service. In the event any Customer Equipment is purchased by Customer under this Agreement, as may be described in Exhibit A, such equipment shall become the exclusive property of Customer. Customer is responsible for the use, compatibility, and maintenance of all Customer Equipment

4.10 Service Access Security: Customer shall be responsible for said Customer's authorized users' access security to the Provider's service. Provider provides no user access security with respect to any of its customers or facilities of others connected to the internet.

4.11 Interference: In the event of any interference that occurs after installation and approval of the Service Acceptance Certificate, the parties agree that Provider shall be responsible for identification and resolution of the interference, and any costs associated with the resolution of such interference within 30 days of the identification of the interference.

4.12 Notice of Damage/Irregularities: Customer agrees to immediately notify Provider if Provider's Equipment is lost, damaged, or stolen, or Customer is aware at any time that Service is being stolen or fraudulently used. Customer shall be granted access to the asset defined as Customer Fiber.

4.13 Service Acceptance Certificate: At such time as Customer has inspected, tested, and verified the integrity of the fibers and Provider has determined it can deliver the requisite telecommunication/broadband services to the Customer at the specified locations in accordance with the Agreement, the parties shall execute a Service Acceptance Agreement (Exhibit C.) In the event the fibers do not pass inspection and/or testing, Customer shall provide a written report(s) to Provider identifying the performance or service issues requiring resolution. Provider shall have seven (7) days to object to the report or agree to resolve the specified issue(s) and bring the fiber and/or equipment and/or services into conformity with the specifications within 30 days). The Customer shall have seven (7) days from the date of the Service Acceptance Certificate to accept the designated services to verify that service is fully operational and activated at the designated location(s).

4.14 Liability for Damage to Customer's Equipment: Provider shall not be liable for any damage to Customer's equipment, third-party service provider owned equipment, and/or third-party owned structures on account of criminal burglary, vandalism, power failure, lack of heat, weather conditions, natural and man-made phenomena such as "skip" interference, power line or ignition noise and co-channel interference, unless the cause for such occurrence, activity or damage is attributable to Provider's negligence. Customer shall be responsible for maintaining the Provider's equipment in a safe and secure location and shall not be liable to Provider for any damage to Provider's equipment unless said damage is the result of Customer's negligence.

4.15 Disposal of Project Property: At such time as Project Property is no longer needed to operate the network, such as in order to upgrade equipment and improve facilities, Provider may dispose of Project Property provided that at least the same level of service provided by the network is maintained and there is no interruption to service and that such upgraded property is subject to the same requirements provided in this Agreement.

ARTICLE V ADDITIONAL OBLIGATIONS OF PARTIES

5.0 Subcontractors: The Provider is responsible for the supervision of each subcontractor's compliance with the terms and conditions of this Agreement.

5.0.1 Safety Program: Provider must submit employee safety program documentation and safety program documentation for any of its subcontractors who will be involved in construction work, materials handling site inspection, engineering or permitting.

5.0.2 Payment of Subcontractors: Provider warrants and agrees that all invoices, claims or charges by subcontractors or lien claimants for labor, materials, works of improvements and/or services provided in furtherance of this Agreement will be timely paid, settled or compromised prior to any payment authorization approved by Customer, and that it shall indemnify, defend, and hold harmless Customer from any such claims. Provider's failure to ensure payment of all invoices, claims, or charges by its subcontractors or lien claimants prior to receipt of final payment authorization by Customer will be deemed a material breach of this Agreement.

5.1 Compliance with Legal Obligations: Provider shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Agreement. Provider shall provide proof of its compliance upon request of the Customer. Provider will be responsible for paying all taxes, assessments, fees, premiums, permits, and licenses required by law.

5.2 Notice of Claim: Customer shall promptly serve the Provider with written notice of any third-party claim, suit and/or legal action which may affect the Parties. Provider shall likewise promptly serve Customer with written notice of any third-party claim, suits, or legal action which may affect either Party. Any notices so served shall be in accordance with Article 12 – Notices, of this Agreement.

5.3 Mutual Cooperation: Each party shall provide all reasonable and necessary assistance to the other party for performing the obligations under this Agreement.

ARTICLE VI WARRANTIES

6.0 Use of Project Property: The Parties mutually warrant that the Project Property will be used for the authorized purposes set forth in the American Rescue Plan Act of 2021 (Public Law No. 117-2), which purposes would be comparable to the real property and equipment use within Provider's networks in the ordinary course of their business, subject to the disposition provided herein.

6.1 Delivery of Services: Provider warrants it will provide internet service to the service areas and at the speeds/standards initially agreed upon by Customer, and Internet Service Provider.

6.2 Corporation in Good Standing: Provider warrants that it is a corporation in good standing, licensed to do business in the State of Nevada and Clark County, and that it will maintain such status during the pendency of this Agreement.

6.3 General Warranty: Provider warrants that all construction, installations and/or work products under this Agreement shall be completed in a workmanlike manner, consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be of good quality, fit for ordinary use, with no material defects.

6.4 Participation in Mandatory Federal Programs: Provider warrants it will participate in the Federal Communications Commission's ("FCC") broadband mapping effort and will submit regular updates as requested by the FCC. Furthermore, Provider understands and hereby acknowledges it will provide to Customer the same mapping data they provide to the FCC and that it will work with Customer to develop mutually agreeable data-sharing protections as necessary.

6.5 Compliance with Federal, State, Local Statutes: Projects funded through this effort must comply with all applicable Federal laws and regulations, executive orders, and with all requirements for State, local, and Tribal laws and ordinances to the extent that such requirements do not conflict with Federal laws. These requirements are extensive. Provider acknowledges and warrants that Provider and its subcontractors shall comply with all statutes, rules, orders, building codes, ordinances, requirements and regulations of any City, County, State and/or Federal governments, applicable to the premises, including, but not limited to, the **Occupational Safety and Health Administration ("OSHA")**, **The Americans with Disabilities Act ("ADA")** of 1990 (P.L. 101-136) set forth in 42 U.S.C. Section 12101 through 12213, as amended, and regulations adopted thereunder, including 28 C.F.R Section 35, inclusive, any relevant program-specific regulations, and 47 U.S.C. Sections 225.611, at Provider's sole cost and expense. In addition, Provider and its subcontractors shall comply with the requirements of the **Civil Rights Act of 1964** (P.L. 88-352), as amended, **the Rehabilitation Act of 1973** (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability, or handicap condition (including AIDS and AIDS-related conditions.)

6.6 Compliance with Labor Standards: Provider acknowledges and warrants it has policies and practice in place to ensure its contractors and subcontractors will incorporate high labor standards, offer strong wages and benefits and include local hire provisions in accordance with 29 CFR Part 5 and NRS 338.020 through 338.090.

6.7 Provider further certifies that:

6.7.1 Provider's workforce meets high safety and training standards, including professional certification(s), licensure, and/or robust, in-house training. Examples of such standards include, but are not limited to, direct employment of the workforce, paying strong wages and benefits to workers, employing a project labor agreement, and/or project workforce continuity plan, and/or a labor peace agreement as applicable hiring locally, employing policies and practices to avoid worker misclassification, and demonstrating there are no recent violations of federal, State and County labor and employment laws.

6.7.2 Provider will prioritize hiring of Nevadans, including individuals from historically disadvantaged communities.

6.8 Compliance with Federal Requirements; Uniform Guidance, 2 CFR 200: Provider acknowledges and warrants it will comply with the applicable programmatic and reporting requirements set forth in the *Compliance and Reporting Guidance of the U.S. Treasury* and *Appendix II to the Uniform Guidance in 2 CFR 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards*, including:

6.8.1. Termination for Cause and Convenience. See Article IX.

6.8.2 Equal Employment Opportunity Act, including requirements and exemptions;

6.8.3 Clean Air Act: Provider acknowledges and warrants it will comply with Clean Air Act and Federal Water Pollution Act for Agreements that exceed the Simplified Acquisition Threshold (currently \$250,000).

6.8.4 Access to Records. Customer and authorized State agents shall have access to documents, papers, or timely access to personnel pertinent to the award in accordance with 2 CFR Part 200.337.

6.8.5 Prohibition of Use of Certain Telecommunications Equipment. Recipients and subrecipients are prohibited from entering into an Agreement to procure or obtain equipment, services or systems that uses covered telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation. Pub. Law 115-232. See 2 CFR 200.216

6.9 Work Safety Standards: Provider acknowledges and warrants it will comply with the Agreement Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) where applicable.

6.10 Intellectual Property: Provider acknowledges and warrants, for any intellectual property created using federal funds, the recipient of such funds must comply with the requirements of 37 CFR Part 401, and any implementing regulations issued by the awarding agency.

6.11 Debarment and Suspension: Neither the Provider/Grant Recipient nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This warranty and certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, *28 D.F.R. pt. 67 § 67.510*, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).

6.12 Lobbying: Provider acknowledges and warrants, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Agreement will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose any of the following:

6.12.1 Any federal, state, county, tribal entity, or local agency, legislature, commission, council, or board,

6.12.2 Any officer or employee of any federal, state, county, or local agency; legislature, commission, council or board,

6.12.3 Any federal, state, county or local legislator, commission member, council member, board member, or other elected official.

6.13 Conflicts of Interest: Provider acknowledges and warrants it will disclose any existing or potential conflicts of interest relative to the performance of services resulting from this agreement.

6.14 Independent Contractor Status: Provider represents that it is an independent contractor, as defined in NRS 616A.255, warrants that it will perform all work under this Agreement as an independent contractor, and warrants that the County will not incur any employment liability by reason of this Agreement or the work to be performed under this Agreement. To the extent the County incurs any employment liability for the work under this Agreement; Provider will reimburse the County for that liability.

6.14.1 Provider acknowledges that Provider and any subcontractors, agents or employees employed by Provider shall not, under any circumstances, be considered employees of Customer, and that they shall not be entitled to any of the benefits or rights afforded employees of Customer, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Customer will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Provider or any of its officers, employees or other agents.

6.15 Work Environment Standards: Provider acknowledges and warrants the use of alcohol and illegal drugs will not be permitted in its work environments.

6.16 Compliance with Insurance Requirements: Provider acknowledges and warrants that it will comply with the requirements of 2 CFR 200.310 and the requirements set forth herein with respect to insurance.

ARTICLE VII FINANCIAL GRANT ASSURANCES

7.0 A signature below indicates that the Provider is capable of and agrees to meet the following requirements and that all information contained in this proposal is true and correct. Compliance with these Assurances will apply to all funding from Customer.

- 7.0.1** Adopting and maintaining a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
- 7.0.2** Compliance with County insurance requirements for general, professional, and automobile liability; workman's compensation and employer's liability; and if advance funds are required, commercial crime insurance.
- 7.0.3** These grant funds will not be used to supplant existing financial support for current programs.
- 7.0.4** No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
- 7.0.5** No funding associated with this grant will be used for lobbying.
- 7.0.6** Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
- 7.0.7** Provision of a work environment in which the use of alcohol, and illegal drugs will not be allowed.

ARTICLE VIII INSPECTION & AUDIT

8.0 Books and Records: Provider agrees that it will keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all County, State and federal regulations and statutes. Provider further agrees to provide contractor oversight to ensure that contractors perform in accordance with the US Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds.

8.1 Inspection & Audit: Upon delivery of a 10-day written Notice of Audit, Provider agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Provider, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Provider where such records may be found, with or without notice by the County, or State Auditor, the relevant State agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, or the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect the requirements of this Section. Parties will agree to a mutually agreed upon timeline to produce such records and that the records are tailored to meet the requests – e.g., Provider will provide audited financials and records as maintained in ordinary course to meet requirements.

8.1.1 The performance of this Agreement by Provider is subject to multiple audits by Customer to ensure Agreement compliance. Provider agrees to provide Customer any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to Provider. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. Customer shall have the right at all reasonable times during performance of the work under this Agreement for a period of seven (7) years after final completion of the work to examine, audit, inspect, review, extract information from and copy all relevant books, records, accounts and other documents of Provider relating to this Agreement.

8.1.2 Audit Right and Subcontractor Compliance. Provider acknowledges and agrees that the Work performed under this Agreement is for the direct benefit of Customer. Provider shall include provisions in its agreements with subcontractors expressly notifying any such subcontractor of their material obligation to maintain complete and accurate records related to their performance under their respective subcontracts, for potential inspection and audit by Customer or its authorized representatives. Provider shall not be deemed in breach of this Agreement solely due to the failure of any subcontractor to materially comply with this record maintenance and audit provision.

8.2 Period of Retention: All books, records, reports, and financial statements relevant to this Agreement must be retained a minimum of five (5) years after all CPF funds have been expended or returned to Treasury. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Agreement, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE IX DEFAULT, BREACH & TERMINATION

9.0 Termination Without Cause. Regardless of any terms to the contrary, this Agreement may be terminated upon written notice by mutual consent of both parties. The Customer may unilaterally terminate this Agreement without cause by giving not less than thirty (30) days' notice in the manner specified in Article XII, regarding *Notice*. If this Agreement is unilaterally terminated by Customer, the Provider shall use its best efforts to minimize cost to the Customer, and Provider will not be paid for any cost that Provider could have avoided. Provider waives claims(s) for damages, however in all circumstances and in the event of such a termination, the Parties agree that Customer shall pay for all access and/or services rendered under the affected Customer Order(s) through the Effective Date of Termination; but Customer shall not incur any further termination liability of any sort for such termination.

9.0.1 Termination for Non-Appropriation. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Governor's Office, the County, the State of Nevada Legislature and/or federal funding sources. The Customer may terminate this Agreement immediately upon service of written notice, or any date specified therein, if for any reason the Customers' funding is not appropriated or is withdrawn, limited or impaired and in such event, Provider waives claims(s) for damages, however in all circumstances and in the event of such a termination, the Parties agree that Customer shall pay for all access and/or services rendered under the affected Customer Order(s) through the Effective Date of Termination; but Customer shall not incur any further termination liability of any sort for such termination. Upon termination of this Agreement due to a failure to fund or termination of Customer funding, the Customer will peaceably and quietly leave, surrender and yield to the Provider the Provider Equipment in working order and in the same condition as delivered to the Customer, absent ordinary wear and tear or damage caused by earthquake, fire, public calamity, force majeure, the elements and/or acts of God.

9.1 Termination for a Site Closure - In the event that Customer closes a site or facility, Provider shall not invoice for monthly recurring charges thereafter. All site and construction charges will apply in reference to Article III.

9.2 Cure of a Breach: The failure by Customer to make any payment, or the failure of either party hereto to observe or perform any covenants, conditions or provisions of this Agreement required to be made, observed or performed by such party, after thirty (30) days written notice of such default shall constitute a default of this Agreement by such party; provided, however, that if the nature of the default (other than the payment of money) is such that more than thirty(30) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such party commences such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion, the time for curing the default shall be extended for a period of up to ninety (90) days from the date of receipt of the default notice. Upon the failure by the defaulting party to timely cure any default after notice thereof from the non-defaulting party, the non-defaulting party may pursue all remedies available under Nevada law, and take any action it determines, in its discretion, to be necessary to correct the default, mitigate its damages and/or pursue any legal remedies it may have under applicable law or principles of equity relating to the breach including termination of the Agreement and recovery of damages.

9.3 Termination with Cause for Breach: A breach may be declared and neither party shall be able to terminate the Agreement without the opportunity to cure the Breach as outlined in 9.2. A notice of breach and termination shall specify the breach and failure to cure, and the date of termination of the Agreement, which shall not be sooner than the expiration of the time to cure or correct, if applicable, as allowed under the "Cure of a Breach" Section 9.2 above. This Agreement may be terminated by either party upon written notice of breach to the other party on the following grounds:

9.3.1 If Provider fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

9.3.2 If any state, county, city, or federal license, authorization, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

9.3.3 If Provider materially breaches a material duty under this Agreement and fails to timely cure that breach;

9.3.4 If Provider becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

9.3.5 If the Customer materially breaches any material duty under this Agreement and any such breach impairs Provider's ability to perform; or

9.3.6 If any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Provider, or any agent or representative of Provider, to any officer or employee of the Customer with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such Agreement; or

9.3.6.1 Gratuities: Customer may, by written notice to Provider, terminate this Agreement if it is found after notice and hearing by Customer that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Provider or any agent or representative of Provider to any officer or employee of Customer with a view toward securing an Agreement or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

In the event this Agreement is terminated as provided in paragraph 1 hereof, Customer shall be entitled:

- a) to pursue the same remedies against Provider as it could pursue in the event of a breach of this Agreement by Provider; and
- b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by Customer) which shall be not less than three (3) nor more than ten (10) times the costs incurred by Provider in providing any such gratuities to any such officer or employee.

The rights and remedies of Customer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9.3.6.2 Customer may terminate the Agreement for Construction if Provider:

- a) Fails to maintain Bonding, Nevada State Provider's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the Agreement documents; or
- b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
- c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
- d) Has otherwise materially breached the Agreement.

When any of the above reasons exist, Customer may without prejudice to any other rights or remedies of Customer and after giving Provider and Provider's Surety, if any, **7 business days** advance written notice, terminate the Agreement with Provider and may, subject to any prior rights of the Surety.

9.3.7 If it is found by the Customer that Provider has failed to disclose any material conflict of interest relative to the performance of this Agreement.

9.4 Notice of Breach: Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in Article X (Notice), and the subsequent failure of the breaching party to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been or will be corrected in within fifteen (15) calendar days of receipt of that notice. Upon a notice of breach, the time to correct and the time for termination of the Agreement upon breach shall run concurrently, unless the notice expressly states otherwise.

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

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

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

9.5.3 Provider shall execute any documents and take any actions necessary to effectuate an assignment of this Agreement if so requested by the Customer.

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

9.5.5 Provider shall inform Customer, with at least 30 days' notice, if it intends to sell or abandon the fiber during the construction phase or after completion of construction of the fiber. The Customer shall work to determine the process for the Customer to assume full ownership of the fiber infrastructure in the case of abandonment. Or in the case of sale or abandonment, where a Successor Owner to the Provider is named, to ensure the Successor Owner adheres to the terms and conditions of this agreement.

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

9.6 Suspension by Customer for Convenience

9.6.1 Customer may, without cause, order Provider in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Customer may determine.

9.6.2 Customer shall be entitled to make an adjustment to increase costs related to the increase in the cost of performance of the requirements of the Agreement documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

9.6.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Provider is responsible; or

9.6.2.2 That an equitable adjustment is made or denied under another provision of the Agreement.

9.6.2.3 Adjustments made in the cost of performance must have a mutually agreed fixed price.

9.6.3 Termination for Convenience by Customer Prior to, or during the performance of the work, Customer reserves the right to terminate the Agreement for its convenience. Upon such an occurrence, the following procedures will be adhered to:

9.6.3.1 Customer will immediately notify the Provider in writing specifying the effective termination date of the Agreement.

9.6.3.2 After receipt of the Notice of Termination, Provider shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Agreement.

9.6.3.2.1 Stop all work.

9.6.3.2.2 Place no further subcontracts or orders for materials or services.

9.6.3.2.3 Terminate all subcontracts.

9.6.3.2.4 Cancel all material and equipment orders as applicable.

9.6.3.2.5 Take action that is necessary to protect and preserve all property related to this Agreement which is in the possession of Provider.

9.6.4 Within 180 days of the date of the Notice of Termination, Provider shall submit a final termination settlement proposal to Customer based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If Provider fails to submit the proposal within the time allowed, Customer may determine the amount due to Provider because of the termination and shall pay the determined amount to Provider.

ARTICLE X NOTICES

10.0 Notices: Except as otherwise provided for within this Agreement, all communications, including notices, required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or, electronic mail with simultaneous mailing of such notice by first class U.S. mail, or certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party. Notice shall be provided to the Parties at the following addresses:

For Customer:	For Provider:
Clark County, Nevada Attn: Martin Bennett Broadband Program Director 500 S. Grand Central Parkway IT Department, 4 th floor Las Vegas, NV 89155 Phone: 702-455-3021 E-mail: Martin.Bennett@ClarkCountyNV.gov	Valley Electric Association, Inc. Attn: Jack Venezio Director of Network Engineering and Telecommunications 800 E. Hwy. 372 P.O. Box 237, Pahrump, NV 89041 775-727-5312 ext. 2179 jackv@vea.coop

ARTICLE XI REGULATIONS FOR MANAGING GOVERNMENT FUNDED PROJECTS

11.0 Project Commencement: The project(s) set forth in this Agreement must be initiated within thirty (30) days of execution of this Agreement. The 'kickoff call' and allocation of resources and project planning is evidence of the commencement of this Agreement. Requests for an exception to this rule must be justified and submitted in writing within thirty (30) days of award. At the discretion of Customer, the Provider risks losing the award if the project does not commence as required. Provider hereby acknowledges its obligation to follow and abide by the grant funding requirements, including but not limited to, those requirements set forth below.

11.1 Fiscal Responsibilities: Provider, as a recipient of funds, is required to establish and maintain accounting systems and financial records to accurately account for awarded funds in accordance with 2 CFR 200 *et seq.* Accounting systems for all projects must ensure the following:

- 11.1.1** Funds are not commingled with funds from other grant sources.
- 11.1.2** Funds specifically budgeted and/or received for one project cannot be used to support another.
- 11.1.3** All awards are subject to audits during and within three years after the grant award reporting period has concluded.
- 11.1.4** The accounting system presents and classifies the historical cost of the grant as required for budgetary and auditing purposes.

11.2 Contract Work/Deliverables: Invoices submitted for the first time must include a copy of the Agreement and Scope of Work/Statement of Work pertaining to the work. Agreement invoices should be notated to indicate that the Agreement has been submitted to Customer, in addition to the date it was submitted. Milestone/deliverable based invoices will include a copy of the actual deliverable when possible/plausible, as well as a verification of the deliverable/milestone completion/sign-off.

11.3 Allowable & Unallowable Costs: Costs must be reasonable, allocable, necessary to the project, and comply with the funding statute requirements.

11.4 Modifications/Amendments to Budget: Either party may request an amendment to the grant budget when there are significant changes in the project program objectives, an increase or decrease in the total amount of the grant, or when a line item exceeds the threshold requirements governing the grant. Any Request for Amendment or modification to the budget must set forth in writing the item(s) requiring amendment, amount of the change sought, a substantive justification for the request, and submitted to the Customer for technical, programmatic, and budgetary review. The Customer will review the request, and accept, reject, or modify the request. If approved, the parties will jointly cooperate in facilitating the amendment and submitting it to Treasury for review and approval in accordance with the Uniform Guidelines (See 2 CFR 200.308, et. Seq.)³

ARTICLE XII CONFIDENTIALITY

12.0 Confidentiality / Non-Disclosure: Provider and Customer shall keep confidential all information, in whatever form, produced, prepared, observed or received by each from the other to the extent that such information is confidential by law or otherwise required by this Agreement.

12.0.1 Each Party expressly undertakes to retain in confidence and not to disclose information and know-how, in whatever form transmitted, including, but not limited to, information concerning either Party's past, present and future business affairs, business plans, or operations of such party ("Disclosing Party") or another party whose information the Disclosing Party has in its possession under obligations of confidentiality, disclosed in any way to it (the "Receiving Party") that the Disclosing Party has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). The Receiving Party shall treat the Confidential Information with the same degree of care it treats its own confidential information and will make no use of such Confidential Information during the existence of this Agreement except as otherwise specified herein.

12.0.2 The Receiving Party shall have no obligation to maintain the confidentiality of information that:

12.0.2.1 It received rightfully from another party without restrictions on disclosure prior to its receipt from the Disclosing Party;

12.0.2.2 The Disclosing Party has disclosed to an unaffiliated third party without any obligation to maintain such information in confidence; or

12.0.2.3 Is independently developed by the Receiving Party.

12.1 Except as otherwise provided, the Receiving Party shall not disclose, disseminate, distribute, or use any of the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written permission.

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

12.3 Public Records

Customer is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of Customer's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Agreement documents are available for review following the award of the Agreement.

ARTICLE XIII INSURANCE SCHEDULE & COVERAGE

13.0 Insurance Schedule: Unless expressly waived in writing by the Customer, Provider must carry policies of insurance and pay all taxes and fees incident hereunto. Provider shall not commence work before Provider has provided the required evidence of insurance to the Customer. The Customer's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Agreement. Any failure of the Customer to timely approve shall not constitute a waiver of the condition.

13.1 Insurance Coverage: Provider shall, at Provider's sole expense, procure, maintain, and keep in force for the duration of the Agreement insurance conforming to the minimum limits as specified in Exhibit H, incorporated herein by attachment. Unless specifically stated herein or otherwise agreed to by the Customer, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in force as appropriate until:

13.1.1 Final acceptance by the Customer of the completion of this Agreement; or

13.1.2 Such time as the insurance is no longer required by the Customer under the terms of this Agreement; whichever occurs later.

13.1.3 Provider shall obtain and maintain the insurance coverage required in Exhibit H incorporated herein by this reference. Provider shall comply with the terms and conditions set forth in Attachment K and shall include the cost of the insurance coverage in their prices.

13.1.4 If Provider fails to maintain any of the insurance coverage required herein, Customer may withhold payment, order Provider to stop the work, declare Provider in breach, suspend or terminate Agreement.

BONDS

13.1.5 Provider shall obtain a Performance Bond, Labor and Material Payment Bond and Guaranty Bond in the amount of \$1,000,000 each. These bonds shall remain in effect for the duration of the Agreement. If at any time, the amount of work being performed exceeds \$1,000,000, Provider must provide Customer with new bonds or rider(s) prior to commencing any work in excess of \$1,000,000.

13.1.6 Provider shall obtain the bonds and maintain through the Agreement term the insurance coverage required in Exhibit H, incorporated herein by this reference. Provider shall comply with the terms and conditions set forth in Exhibit H. The cost of the insurance coverage and bonds shall be included in the Adjustment Factor.

13.1.7 Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.

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

13.3 General Requirements:

13.3.1 Additional Insured: By endorsement to the general liability insurance policy, Clark County, its officers, employees and immune contractors as defined in NRS 41.0307 shall be added as additional insureds on the general liability policy.

13.3.2 Waiver of Subrogation: The general liability policy shall provide for a waiver of subrogation against Clark County, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from Provider's performance of this Agreement including but not limited to work/materials/equipment performed or provided by or on behalf of Contractor.

13.3.3 Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard Insurance Services Office (ISO) separation of insureds clause.

13.3.4 Deductibles and Self-Insured Retentions: Such approval shall not relieve Provider from the obligation to pay any deductible or self-insured retention.

13.3.5 Approved Insurer: Each insurance policy shall be Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and, currently rated by A.M. Best as "A-VII" or better.

13.4 Evidence of Insurance: Prior to the start of any work, Provider must provide the following documents to the contracting State agency:

13.4.1 Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the County to evidence the insurance policies and coverages required of the Provider. The certificate must name Clark County, its officers, employees, and immune contractors as defined in NRS 41.0307 as an additional insured as well as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The Customer project/Agreement number; description and Agreement effective dates shall be noted on the certificate, and upon renewal of the policies listed, Provider shall furnish the Customer with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the Clark County's Purchasing Department identified on Page one of the Agreement.

13.4.2 Additional Insured Endorsement: An Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the County to evidence the endorsement of the County as an additional insured.

13.4.3 Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits.

13.4.4 Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by the Provider. Neither approval by the County nor failure to disapprove the insurance furnished by the Provider shall relieve Provider of Provider's full responsibility to provide the insurance required by this Agreement. Compliance with the insurance requirements of this Agreement shall not limit the liability of Provider or its subcontractors, employees or agents to the County or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Agreement or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

ARTICLE XIV PREVAILING WAGES

14.0 Wages paid under this contract shall conform with Davis-Bacon Act of March 3, 1931 amended (46 Stat.1494, as amended, 40 U.S.C. 276a) as supplemented by Department of Labor Regulations (29-CFR, Part 1, 3 & 5). Where Nevada State Wage Rates and General Wage Rates are not equal, the Contractor will be required to pay the higher prevailing rate. Prevailing Wages

14.1 Contractor and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. Bidders are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.Labor.NV.Gov, or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project or for thirty-six (36) months, whichever is earlier. Please note that if a change order causes a contract to exceed \$100,000, COUNTY will audit the entire contract period.

14.2 In accordance with NRS 338.013.3, Contractor shall report to the Labor Commissioner and COUNTY the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.

14.3 In accordance with NRS 338.060 and 338.070, Contractor shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on COUNTY'S project is paid less than the designated rate for any work done under the contract by Contractor or any Subcontractor under it. If Contractor or any Subcontractor on the project fails to submit the certified payroll reports to COUNTY within 15 calendar days after the end of the month, Contractor shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Contractor's business to determine the amount per worker per day to be imposed. Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse COUNTY for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.

14.4 In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), Contractor and each Subcontractor shall keep or cause to be kept:

14.4.1 An accurate record showing for each worker employed by Contractor or Subcontractor;

- a) The name of the worker;
- b) The occupation of the worker;
- c) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- d) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
- e) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
- f) The actual per diem, wages, and benefits paid to the worker.

14.4.2 An additional accurate record showing for each worker employed by Contractor or Subcontractor who has a driver's license or identification card;

- a) The name of the worker;
- b) The driver's license or identification card number of the worker; and
- c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by COUNTY. Contractor, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by COUNTY no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to

paragraph two (2) of this section is confidential and not open to public inspection. Contractor, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by Contractor and each Subcontractor shall be submitted to COUNTY at the following address:

Clark County Government Center
Purchasing and Contracts Division, 4th Floor
Attn: Construction Compliance Officer
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217

Two years after Project's final payment is made by COUNTY; the records in COUNTY'S possession may be destroyed.

14.5 Contractor shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda.

14.6 Certified Payroll Reports: Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each worker employed by it in connection with the public work.

Each contractor and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each contractor and subcontractor will be given a Log On identification and password to access the Clark County reporting system at www.LCPtracker.net. In the event that electronic reporting is not required for a project, Contractor will be notified after the award of the contract.

Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked, and hours worked on this project, wage and benefit rates paid, etc. Contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to COUNTY no later than 15 calendar days after the end of the month for the purposes of public inspection. Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A Contractor shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Contractor by the public body because Contractor failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to Contractor within 10 calendar days after the end of the month or the date agreed upon by Contractor and Subcontractor. Contractor shall submit COUNTY'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or Contractor shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

ARTICLE XV GENERAL PROVISIONS

15.0 Entire Agreement and Modification: This Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise

expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the County.

15.1 Counterparts: This Agreement, and any amendments, may be executed in counterparts.

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

15.3 Severability If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

15.4 Force Majeure: Neither Party shall be in default by reason of any failure or delay in performance of this Agreement of its terms and conditions, or one or more of its obligations hereunder, and such excused Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay if such failure arises out of causes beyond the control of the non-performing Party including, but not restricted to, acts of God or nature, including an earthquake, flood or tornado; acts of governmental authority, government codes, ordinances, actions, laws, rules, regulations or restrictions; insurrections, war or civil disorder; fires, floods, accidents; epidemics, quarantines; restrictions; strikes or other labor disputes (other than such excused Party's employees); lack of or delay in transportation, freight embargoes, inability to secure raw materials or transportation facilities; acts of omissions of other entities or any and all other causes beyond such Party's reasonable control. Such Party shall notify the other Party in writing of the existence of the event relied on and the cessation or termination of said event of Force Majeure and such Party shall exercise commercially reasonable efforts to minimize the time of any such delay. If an event of Force Majeure continues for more than ninety (90) days, and if the non-affected Party cannot (i) resolve the matter within such time period or (ii) provide the affected Party with an alternative solution to such matter within the same time period, such alternative solution to be substantially similar in effect to the matter affected by the Force Majeure, the affected Party has the right to terminate this Agreement.

15.5 Time of the Essence: Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

15.6 Indemnification and Defense: To the fullest extent permitted by law, Provider shall indemnify, hold harmless and defend the Customer, any of its departments, divisions, agencies, officers and/or employees from and against all liability, claims, actions, damages, losses, and expenses incidental to the defense of any such claims or actions, based upon or arising out of damage or injury (including death) to persons or property due to any error, omission, act, intentional misconduct and/or negligence of the Provider or any person employed by, or acting at the direction of, the Provider or any other third parties for whose actions the Provider is legal liable. Provider's obligation to indemnify and defend the Customer shall apply in all cases except for claims arising solely from the Customer's own negligence or willful misconduct. Provider waives any rights of subrogation against the Customer. Provider's duty to defend begins when the Customer requests defense of any claim arising from this Agreement. Except for indemnity obligations arising under this Section 15.6, confidentiality obligations arising under Section 12, or payment obligations arising under this Agreement each Party's total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the actual direct damages sustained by the damaged Party under this Agreement and NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT. Notwithstanding anything to the contrary, Customer's sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Exhibit M.

15.7 Survival: Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement, including the removal of equipment obligations set forth in Article 9 hereof, shall survive and be enforceable after the expiration or termination of this Agreement. Upon termination of this Agreement, the terms and conditions of Article 12 (Confidentiality) shall continue in effect for a period of two (2) years beyond **the final service date**.

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

15.9 Delegation/Prohibition of Assignments: Neither party shall assign, transfer, or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. It is understood and agreed to by the parties hereto that a change or transfer of the rights, duties and obligations of the designated County agency, in its role as "Customer" from one government agency to another and shall not constitute an unlawful assignment.

15.10 Public Signing: Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests.

15.11 Review and Understanding: The parties, after review by legal counsel, have read and understand the terms, conditions and obligations in this Agreement and agree to be **15.10 General Warranty:** Provider warrants that all services, deliverables, and/or work products under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

15.12 Proper Authority: The Parties hereto represent and warrant that the person or entity executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Provider acknowledges that as required by statute or regulation this Agreement is effective only after approval by the Clark County Board of County Commissioners and only for the period of time specified in the Agreement. Any services performed by Provider before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Provider.

15.13 Choice of Law and Forum: This Agreement shall be construed and the legal relations between the parties determined in accordance with applicable federal law and the laws of the **State of Nevada**, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction. Any dispute hereunder requiring judicial resolution shall only be made the subject of an action brought in a court of competent jurisdiction located within the State of Nevada, and the parties each accept the exclusive jurisdiction of such courts. The Parties consent to the exclusive jurisdiction of and venue in the Eighth Judicial District Court, Clark County, Nevada for enforcement of this Agreement, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Agreement.

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

15.15 Assignment of Antitrust Claims: Provider irrevocably assigns to County any claim for relief or cause of action which Provider now has or which may accrue in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Agreement.

15.16 Remedies: Except as provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The County may set off consideration against any unpaid obligation of Provider to County. In the event Provider voluntarily or involuntarily becomes subject to the

jurisdiction of the Bankruptcy Court, the County may set off consideration against any unpaid obligation of Provider to the County, to the extent allowed by bankruptcy law. Notwithstanding anything to the contrary, the issuance of credits pursuant to Exhibit M and Customer's right to terminate are Customer's sole remedies for any failure or non-performance of Offerings set forth in Exhibit M. Outage Credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

15.17 Companies that Boycott Israel: Provider certifies that, at the time it signed this Agreement, it was not engaged in, and agrees for the duration of the Agreement, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

15.18 American Rescue Plan Act (ARPA) Funded Projects: Provider, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this CONTRACT or agreement.

15.19 Order of Precedence. In the event of an express conflict between terms in the Agreement, precedence will be given, as applicable, in the following order: (a) the Telecommunications Construction and Services Agreement (b) the Customer Order, and (c) Supplemental Terms and Conditions.

IN WITNESS WHEREOF, the Customer has signed, and the Provider has caused its name to be signed, here on the date first written above.

CLARK COUNTY, NEVADA ("Customer")

Dated: _____

By _____
Jessica Colvin
Chief Financial Officer

**APPROVED AS TO FORM:
STEVEN B. WOLFSON
District Attorney**

By: *Sarah Schaerrer*
Sarah Schaerrer (Sep 24, 2025 08:33:10 PDT)
**Sarah Schaerrer
Deputy District Attorney**

Sep 24, 2025

DATE

Valley Electric Association, Inc.
("Provider")

Dated: 9/2/2025

By: *Rolly Hamlin*
Title: Chief Executive officer

Exhibit A-

DEFINED SERVICES

Service Definition: There are two types of defined services. The first service is lit Fiber Point-to-Point Transport Service delivered by the Provider at the Customer Z location provisioned at Layer 2 (Switched) or Layer 3.

Layer 2 or Layer 3 Leased Lit Fiber Transport Service:

This is a connection through which the Z Location gains access to the Customer's designated A Location and is upgradable through the term of the Agreement. Note: Any service upgrades does NOT extend the term of the Agreement.

{See Exhibit G for Location & Pricing Tables – REGION 8}

Note: *Bandwidth: all equipment (fiber, switches, etc.) must be scalable to support ten (10) Gbps bandwidth for the customer to upgrade service as needed. Therefore, all equipment should be able to support the highest speed mentioned in the cost structure chart.

- a. Installation of 12 Strand Fiber **owned by the Provider, but used to provide the fully managed lit service to the Z Location** Customer Fiber will follow the Provider has included below:
- b. Service Level Agreement for Layer 2 and Layer 3 Lit Service. For any Layer 2 or Layer 3 Lit service procured by the Customer from the Provider, the following Service Level Agreement applies:
 - a. Service Level Agreement (SLA) terms:
 - i. The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
 - ii. .25% frame/packet loss commitment.
 - iii. 25ms network latency commitment for the transport portion of the circuit.
 - iv. 30ms network jitter commitment.
 - v. Provider may not limit or throttle the capacity of the circuit at any time for any reason.
 - vi. These standards are a vendor stated commitment for a fully operating service. Any degradation of service may be counted against the network availability standard.
 - vii. Provider will provide a monthly service report and an annual service report showing:
 1. Peak link usage for the quarter
 2. Downtime on the link
 3. Impaired performance versus SLA standards for the link
 4. These are all aggregate statistics for the month.
 - viii. Provider stated commitment is to respond to any outage within four (4) hours and an eight (8) hour restoration of service (see schedule of service credits below).

Service credits for a greater than 6-hour response will accumulate as follows:

Length of Service Outage	Credit is the following percentage of Monthly Fiber Maintenance Fee
Less than 6 hours	No Credit
six (6) hours to eight(8) hours	5%
Greater than eight (8) hours and less than ten (10) hours	10%
Greater than ten (10) hours and less than twelve (12) hours	15%
Greater than twelve (12) hours and less than twenty-four (24) hours	20%
Greater than twenty-four (24) hours and less than forty-eight (48) hours	35%
Greater than forty-eight (48) hours *	50%

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

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

Dark Fiber Lease

{See Exhibit G for Location & Pricing Tables- REGION 8}

Dark Fiber Lease terms:

Service Address (A Location)	Hub Location (Z Location)	Number of Strands	Monthly Recurring Cost (Month Term plus renewals)	One Time Special Construction Costs	Other One-time Costs

This is a connection through at least four (4) dark fiber strands, which are terminated at both the Customer Z Location and the Customer A Location. All Leased Dark Fiber Services must adhere to the following Service Level Agreement (SLA) terms:

- The Provider will make all reasonable efforts to ensure 99.99 percent network availability of all leased dark fiber strands.
- The Provider shall maintain the fiber seven days per week, twenty-four hours per day.
- In the event maintenance is contracted to a third party, the Provider still bears full responsibility to the Customer for adherence with the SLA.
- The Provider will respond to any outage due to a fiber cut, crimp, bend or any other fiber related failure, within two hours and thereafter proceed to correct the malfunction with reasonable diligence.
- Service Outages shall be calculated from the time the call is placed by Customer regarding the Outage.
- Service Outage shall be defined as one or more strands not satisfying the technical performance requirements in this RFP.
- Service credits for a greater than two-hour response will accumulate as follows:

Exhibit B

TECHNICAL SPECIFICATIONS (CONSTRUCTION STANDARDS FOR FIBER)

Unless otherwise specified and/or required by Clark County Real Property Management Space Planning approval or an encroachment permit issued by Clark County Department of Public Works, the Provider will adhere to the following fiber construction standards for buried plans that were included in the Customer Request for Proposal for this Project.

Fiber Construction Standards

Material Requirements

- Material will comply with those standards as established by UL, NEMA or relevant industry standards and shall be commercial grade. All materials will be new and free from defects.
- Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones.
- All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by the Provider will be the sole responsibility of the Provider, who will replace such damaged handholes at no additional expense to the County.
- On buried routes all buried conduit shall be multi-duct with at least three innerducts. Each conduit shall be equipped with a graduated pull tape or rope.
- All in-building installations shall comply with local code and the requirements of the facility owner.
- For Proposal underground routes, unless specified by right-of-way owner, crossings will be two conduits Sch 40 or better.
- On buried routes, the exact requirements for location and type of conduit within the building shall be verified with the building owner.
- On buried routes, all handholes shall be Nevada DOT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated handholes for non-roadways and non-railways.
- If a buried proposal, large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and handholes.
- **Fiber must be single-mode with the following specifications:**
- Minimum of 144 Single Mode Strands.
 - Single-mode G.652 ITU standard for any existing fiber leveraged for the project
 - Single-mode G.652D ITU standard or better for any fiber constructed for the project
 - For single-mode fiber, the loss for an OTDR tests must be
 - 0.5 dB per km for 1310 nm or less
 - 0.4 dB per km for 1550 nm. (1.0 dB/km for premises/0.5 dB/km at either wavelength for outside plant max per EIA/TIA 568); this roughly translates into a loss of 0.1 dB per 600 (200m) feet for 1310 nm, 0.1 dB per 750 feet (250m) for 1300 nm
- Connector types shall be SC-APC unless otherwise specified

Specifications

Survey

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

Permits and Traffic Control

- **Provider** must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed. Provider must apply for and obtain an encroachment permit from CCPW and shall comply with all the requirements of the issued encroachment permit.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the Provider's responsibility. The Provider's construction schedule will take into consideration sufficient time for weather considerations as well as the development and approval of a traffic control plan.

Tracer Wire Installation

- If a buried proposal, tracer wire shall be placed with all conduits installed unless armored or traceable cable is used. The Provider will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- If a buried proposal, for multi-duct installation, install a 5/8" X 8" copper clad ground rod in the hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

Depth of Burial (If a buried proposal)

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

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

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

Handholes (If a buried proposal)

- Handholes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.

- All handholes unless otherwise stipulated by the drawings will be buried with 12" to 18" of cover at final grade.
- Immediately after placement, the soil around and over the handhole will be tamped and compacted. Should any washouts occur, the Provider will be responsible for correcting the problem immediately without additional cost.
- After cable placement, all ducts will be sealed.
- All splice handholes/manholes will be grounded
- A minimum of 100' coil of cable shall be left in each handhole/building for splicing use.

Splicing (If a buried proposal)

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

Testing Cable (If a buried proposal)

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

Restoration (If a buried proposal)

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

- Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or the Customer.
- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or the Customer.

Documentation (If a buried proposal)

As-built drawings will be in digital format specified by the County and shall include:

- Fiber cable routes
- site drawings,
- permit drawings:
- Electronically installed, consolidated field notes
- Splicing locations
- Optical fiber assignments at patch panels
- Optical fiber assignments at splice locations
- Installed cable length
- Date of installation
- **Underground installation documents shall include**
 - Conduit design and detailing
 - Preparation of all forms and documentation for approval of conduit construction and/or installation
- **Fiber details will include:**
 - Manufacturer
 - Cable type and diameter
 - Jacket type: single-mode
 - Fiber core and cladding diameter
 - Fiber attenuation per kilometer
 - Fiber bandwidth and dispersion
 - Index of refraction
- **OTDR documentation will include for 1310 nm and 1550 nm:**
 - Each span tested bi-directionally from endpoint to endpoint.
 - Each span's traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.
 - Reel acceptance
 - Individual fiber traces for complete fiber length
 - Paper and computer disk records of all traces
 - Losses of individual splices
 - Anomalies
 - Wavelength tests and measurement directions
 - Manufacturer, model, serial number, and date of last calibration of OTDR

- **Power Meter tests shall be performed at 1310 and 1550 nm and documentation shall include:**
 - Total link loss of each fiber
 - Wavelengths tested and measurement directions
 - Manufacturer, model, serial number, and date of last calibration for all equipment used

References, Standards, and Codes

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

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

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

Table 3 — References, Standards, and Codes

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

Exhibit C

SERVICE ACCEPTANCE CERTIFICATE (Example)

[DATE]

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

The undersigned ("Customer ") entered into an agreement dated _____, 2023 (the "Agreement") with (the "Company") whereby Company agreed to provide certain telecommunications services to Customer at the location(s) identified in the Agreement (the "Services ").

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

Location(s):

Z Location Address

A Location Address

Bandwidth (if Applicable): -1 Gbps

Strands of Dark Fiber (if applicable):

Billing (check one):

Monthly Recurring Charge (w/out taxes): Monthly Recurring

Charge (w/out taxes):

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

Customer:

Signatures:

Name/Title:

Date:

Provider Company:

Signatures:

Name/Title:

Date:

Exhibit D
BUDGET AND MILESTONE PAYMENTS

One-Time Construction Charges

The following section outlines the One Time Special Construction Charges throughout the construction period.

The Provider and Customer pledge to work together to apply for milestone reimbursements from relevant regulatory state and federal programs.

Provider may request reimbursement upon either:

- 1 } Incurring \$250,000.00 or more in costs. or
- 2 } Completion and acceptance of a milestone (below).

The Provider and the Customer understand that the one-time construction costs will be covered by the County and that the Monthly Recurring Charges are covered by the County.

Category	Date Range	Total
Design and Engineering (5% of Total)	November 2023 - November 2024	\$ 214,323.77
Permitting and Environmental (5% of total)	November 2023 - November 2024	\$ 214,323.77
Purchasing of goods/materials. (40% of total)	November 2023 - November 2025	\$ 1,714,590.17
Completion of 20% construction	November 2023 - November 2026	\$ 428,647.54
Completion of 40% construction	November 2023 - November 2027	\$ 428,647.54
Completion of 60% construction	November 2023 - November 2028	\$ 428,647.54
Completion of 80% construction	November 2023 - November 2029	\$ 428,647.54
Completion of 100% construction.	November 2023 - November 2030	\$ 428,647.54
Total Reimbursement		\$ 4,286,475.42

Exhibit E

Weekly Construction Report

The weekly construction report format must include at a minimum; The following information:

- 1) Evidence of the Provider and subcontractor safety program's implementation in the field. Please provide photo or video evidence
- 2) Number and location of permits applied for
- 3) Number and locations of permits issued
- 4) Status report on environmental review (included once per week)
- 5) Number and location of working crews
- 6) Daily footage aerial installation (if applicable) and location
- 7) Daily footage of trenching or boring conduit installation (if buried) and location
 - a) Daily footage of fiber installation (if buried)
- 8) Number cabinets installed and location
- 9) Number of handholes installed and location
- 10) Number of splices and location

Please work with the Customer to customize this report to each project

Exhibit F

Final Fiber Construction Report

The Provider should submit to the Customer the following final construction documentation; :

1. Final Fiber Worksheets with sequential footages for each span attached as worksheets to Construction Drawings
2. Final Fiber Diagrams to accompany fiber worksheets
3. Final Project As-Built Drawings in a format designated by Customer
4. Final Deliverable Package submitted to the Customer
 - a. All Final Project Documentation-Redline as Built Drawings (Showing-Aerial, UG, Bore Construction w/Bore Profiles)
 - b. Close out & sign-off all construction permits
 - c. Fiber Cable Pulling Sequential Footages, Maintenance fiber coils, and Splice Diagrams, and Locations
 - d. Construction As-Built Drawings: Center Line of Trench, Off-sets, Depths of pipe and boxes.

Exhibit G

LOCATION & PRICING TABLES – REGION 8

Service Provider Name	Valley Electric Association, Inc.
SPN	43525007
SP Contact Name	Jack N. Gault
Contact Title	Construction Network Engineering and Administration, LLC
Contact Email	gault@vsa.net
Contact Phone	735-374-0070

Layer 2 Leased LH Fiber Data Transport (No LH)																		
ID	Entity Name	Full Address	Environmental Permitting	84 Mo Term 100 Mb OTC Special Construction	100 Mb Other Non-SC OTC	84 Mo Term 100 Mb 1 Year Total Cost	Full 84-Mo Term 100-Mb Cost	500 Mb MRC 84 Mo Term	84 Mo Term 500 Mb OTC Special Construction	500 Mb Other Non-SC OTC	84 Mo Term 500 Mb 1 Year Total Cost	Full 84-Mo Term 500-Mb Cost	1 GB MRC 84 Mo Term	84 Mo Term 1 GB OTC Special Construction	1 GB Other Non-SC OTC	84 Mo Term 1 GB 1 Year Total Cost	Full 84-Mo Term 1 GB Cost	
CLARK COUNTY FACILITIES																		
00054	Spring Mountain Youth Camp Main Admin	2400 Angel Peak Pl, Mount Charleston, NV 89024	\$	173.27	\$	3,475.31	\$	63,555.91	\$	1,259.95	\$	3,475.31	\$	28,594.71	\$	105,311.11	\$	154,575.31
00078	Blue Diamond Fire Department	28 Cottonwood Dr, Clark County, NV 89004	\$	718.82	\$	14,376.45	\$	24,556.45	\$	1,259.95	\$	14,376.45	\$	29,496.65	\$	120,222.25	\$	165,576.45
00089	Mt Springs FS 70	18500 SR160, Las Vegas, NV 89130	\$	150,497.56	\$	2,609,951.20	\$	2,638,531.20	\$	1,259.95	\$	2,609,951.20	\$	2,628,070.60	\$	2,715,787.00	\$	2,761,157.20
00180	Goodspings FS 78	375 W Pacific Ave, Goodspings, NV 89019	\$	1,009.19	\$	20,193.81	\$	28,917.81	\$	1,259.95	\$	20,193.81	\$	35,283.71	\$	125,699.61	\$	171,363.81
00241	Cold Creek FS 81	22431 Cold Creek Rd, Las Vegas, NV 89124	\$	53,982.67	\$	1,079,653.95	\$	1,088,233.95	\$	1,259.95	\$	1,079,653.95	\$	1,094,772.79	\$	1,185,489.29	\$	1,230,553.99
00244	Sandy Valley FS 77	150 W Quartz Ave, Sandy Valley, NV 89010	\$		\$	6,880.71	\$	15,520.71	\$	1,259.95	\$	6,880.71	\$	22,661.11	\$	112,716.51	\$	158,080.71
00245	Indian Springs FS 83	715 W Grouse Ln, Indian Springs, NV 89020	\$	1,016.94	\$	20,213.80	\$	28,838.80	\$	1,259.95	\$	20,213.80	\$	35,238.20	\$	126,054.60	\$	171,473.80
00307	Goodspings Justice Court	33120 Las Vegas Blvd., Jean, NV 89019	\$	500.00	\$	10,000.00	\$	18,340.00	\$	1,259.95	\$	10,000.00	\$	25,118.40	\$	115,835.80	\$	161,230.00
00118	Clark County - FS 885	3770 S James A Biloray Pkwy, Laughlin, NV 89029	\$	1,559.45	\$	31,189.23	\$	49,529.23	\$	1,259.95	\$	31,189.23	\$	34,547.07	\$	232,259.27	\$	277,629.47
00162	Clark County - FS 876	50 Laughlin Civic Dr, Laughlin, NV	\$	6,221.17	\$	126,423.47	\$	135,563.47	\$	1,259.95	\$	126,423.47	\$	46,868.63	\$	137,025.03	\$	182,388.23
00177	Clark County Juvenile Services	55 Civic Way, Laughlin, NV 89029	\$	871.85	\$	17,437.03	\$	26,077.03	\$	1,259.95	\$	17,437.03	\$	33,156.43	\$	123,277.83	\$	158,637.03
00182	Searchlight FS 75	755 Nevada St, Searchlight, NV 89030	\$	1,662.21	\$	33,244.26	\$	45,884.26	\$	1,259.95	\$	33,244.26	\$	51,613.66	\$	143,080.06	\$	188,444.26
00243	Cal Nv Ar FS 84	Piapipe Rd, Cal Nv Ar, NV 89019	\$	12,588.43	\$	251,968.58	\$	260,688.58	\$	1,259.95	\$	251,968.58	\$	261,087.98	\$	357,804.38	\$	419,158.58
00249	Searchlight Justice Court	1090 Cottonwood Cave Road, Searchlight, NV 89016	\$	965.88	\$	19,317.17	\$	27,957.17	\$		\$		\$		\$		\$	
00018	FIRE STATION 81 MT CHARLESTON 4650 ANNEX	REGENCY CANYON RD 125 DAY CHALET,	\$	1,908.80	\$	38,176.64	\$	46,816.64	\$	1,260.00	\$	38,176.64	\$	51,296.04	\$	144,016.04	\$	189,476.64

EXHIBIT H

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

A. PROVIDER shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through PROVIDER's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.

B. Not later than **ten (10) business days** after CUSTOMER'S written request for insurance, PROVIDER shall furnish contract bonds to the Purchasing and Contracts Division as follows:

1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
2. Performance Bond in the amount of 100% of the Contract price.
3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the Governing Body has authorized the award and PROVIDER has submitted its required bonds utilizing CUSTOMER'S Bond forms.

C. Form of Bonds

1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by CUSTOMER.**
2. PROVIDER shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**
4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

A. PROVIDER further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of CUSTOMER to make any payment under this contract, to provide CUSTOMER with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not PROVIDER has employees.

B. PROVIDER agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If PROVIDER does not maintain coverage throughout the entire term of the contract, PROVIDER agrees that CUSTOMER may, at any time the coverage is not maintained by PROVIDER, order PROVIDER to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.

C. PROVIDER shall furnish not later than **ten (10) business days** after CUSTOMER'S written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.

D. As a condition precedent to receiving payments, PROVIDER shall have on file with CUSTOMER current certificates of insurance evidencing the required coverage. Insurance certificates for CUSTOMER should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. CUSTOMER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by PROVIDER, including the rating and financial health of each insurance company providing coverage, is subject to the approval of CUSTOMER.
- F. CUSTOMER, its officers, employees, agents, and volunteers, NV Energy, must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
 - 1. PROVIDER's insurance shall be primary as respects CUSTOMER, its officers, employees, agents, and volunteers, NV Energy, any other coverage (insurance or otherwise) available to CUSTOMER, its officers, employees and volunteers shall be excess over the insurance required of PROVIDER and shall not contribute with it.
- G. PROVIDER's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER's contractual obligation of additional insured to CUSTOMER. All policies must note that CUSTOMER will be given 30-calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- H. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- I. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed, and the amount entered on the required certificate of insurance. PROVIDER's insurer must notify CUSTOMER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- J. PROVIDER shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by PROVIDER, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in PROVIDER's Bid. Contractor is required to obtain and maintain the following coverage:
 - 1. Commercial General Liability: Commercial General Liability, to include Contractors Pollution Liability which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to CUSTOMER within **ten (10) business days** after CUSTOMER'S written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. PROVIDER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
 - 2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. PROVIDER shall maintain limits of no less than **\$1,000,000** combined single limit "per accident" for bodily injury and property damage. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**

- K. If PROVIDER fails to maintain any of the insurance coverage required herein, then CUSTOMER will have the option to declare PROVIDER in breach or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. PROVIDER is responsible for any expenses paid by CUSTOMER to maintain such insurance and CUSTOMER may collect the same from PROVIDER or deduct the amount paid from any sums due PROVIDER under the contract.
- L. The insurance requirements specified herein do not relieve PROVIDER of its responsibility or limit the amount of their liability to CUSTOMER or other persons and PROVIDER is encouraged to purchase such additional insurance, as it deems necessary.
- M. PROVIDER is responsible for and must remedy all damage or loss to any property, including property of CUSTOMER, caused in whole or in part by PROVIDER, any subcontractor or anyone employed, directed or supervised by PROVIDER. PROVIDER is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- N. PROVIDER shall pay all premiums and costs of insurance.
- O. Regardless of the coverage provided by any insurance policy, PROVIDER shall indemnify, defend and hold CUSTOMER, NV Energy, harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of PROVIDER or its principals, employees, subcontractors or other agents while performing services under this Contract. PROVIDER shall indemnify, defend and hold harmless CUSTOMER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A AGREEMENT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:		
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER	
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS		
	INSURER(S) AFFORDING COVERAGE		
INSURED PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:		COMPANY'S BEST KEY RATING
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY AGREEMENT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ N/A
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.	X					MED EXP (Any one person)	\$ N/A
<input type="checkbox"/>							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO	X					BODILY INJURY (Per person)	\$
<input type="checkbox"/>	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
<input type="checkbox"/>	HIRED AUTOS							\$
<input type="checkbox"/>	NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				OTHER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	POLLUTION LIABILITY TO INCLUDE ASBESTOS LIABILITY							\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

CBE NO.607445-25; TELECOMMUNICATION CONSTRUCTION & SERVICES AGREEMENT CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, NV ENERGY, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA C/O PURCHASING AND CONTRACTS DIVISION GOVERNMENT CENTER, FOURTH FLOOR 500 S. GRAND CENTRAL PARKWAY P.O. BOX 551217 LAS VEGAS, NV 89155-1217	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, NV ENERGY, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

PERFORMANCE BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal PROVIDER, and _____, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called CUSTOMER, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said PROVIDER has been recommended for award and shall enter into the contract with said CUSTOMER to perform all work required under the Bidding Schedule(s) **CBE NO. 607445-25** of CUSTOMER'S specifications, entitled **TELECOMMUNICATION CONSTRUCTION & SERVICES AGREEMENT**.

NOW THEREFORE, if said PROVIDER shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said PROVIDER or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said PROVIDER or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal PROVIDER)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

LABOR AND MATERIAL PAYMENT BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,

That _____, as PROVIDER, and _____, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called CUSTOMER, in the sum of _____ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said PROVIDER has been recommended for award and shall enter into the contract with said CUSTOMER to perform all work required under the Bid Schedule(s), **CBE NO.607445-25, TELECOMMUNICATION CONSTRUCTION & SERVICES AGREEMENT**.

NOW THEREFORE, if said PROVIDER, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said PROVIDER or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said PROVIDER or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

(Principal PROVIDER)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

GUARANTY BOND

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

GUARANTEE for _____

(Name and Address of Prime PROVIDER)

We hereby guarantee that the **CBE NO.607445-25, TELECOMMUNICATION CONSTRUCTION & SERVICES AGREEMENT**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the County of Clark, State of Nevada, without any expense whatsoever to said County of Clark, State of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 14 calendar days after being notified in writing by Clark County, Nevada, we collectively or separately, do hereby authorize Clark County, Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this _____ day of _____, 20____

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF
SURETY)

(Principal PROVIDER)

(Authorized Representative and Title)

By: _____
(Signature)

Surety: _____

(Appointed Agent Name)

(State of Nevada, License Number)

By: _____
(Signature)

(Appointed Agent Name)

(License Number and Issuing State)

By: _____
(Signature)

Address: _____

Address: _____

Telephone: _____

Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS)..