



**CHURCHILL COUNTY COMMISSIONERS
CC COMMUNICATIONS MANAGEMENT
CHURCHILL COUNTY, NEVADA**

**899 South Maine Street
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Fallon, Nevada 89407
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**Contact Person: Shelly Bunyard, Administrative Assistant
E-mail: shelly.bunyard@cccomm.co**

******NOTICE OF PUBLIC MEETING******

AGENDA
PLEASE POST

NOTE: CHANGE OF LOCATION

PLACE OF MEETING: Churchill County Administrative Building, Commission Chambers,
155 North Taylor Street

CONFERENCE ROOM #102

Fallon, Nevada

DATE & TIME: February 1, 2024 at 1:45 PM

TYPE OF MEETING: Regularly Scheduled CC Communications Management Meeting

If you wish to make public comment, you may provide them at the meeting or via email, no later than 4:30 PM the day before the meeting, to shelly.bunyard@cccomm.co.

Notes:

- I. These meetings are subject to the provisions of Nevada Open Meeting Law (NRS Chapter 241). Except as otherwise provided for by law, these meetings are open and public.***
- II. Action will be taken on all Agenda items, unless otherwise noted.***
- III. The Agenda is a tentative schedule. The CC Communications Management Board may act upon Agenda items in a different order than is stated in this notice – so as to affect the people’s business in the most efficient manner possible.***
- IV. In the interest of time, the CC Communications Management Board reserves the right***

- to impose uniform time limits upon matters devoted to public comment.*
- V. Any statement made by a member of the CC Communications Management Board during the public meeting is absolutely privileged.***
- VI. All persons participating in the meetings are put on notice that an audio and video recording is made of these meetings.***

AGENDA:

- 1. Call to Order.**
- 2. Public Comment.**
- 3. Verification of Posting of Agenda.**
- 4. Consideration and possible action re: Approval of Agenda as submitted or revised.**
- 5. Consideration and possible action re: Approval of Minutes of the meeting held on:**
 - A. November 2, 2023
 - B. December 7, 2023
- 6. New Business.**
 - A. Consideration and possible action re: Adoption of Resolution 4-2024, a resolution authorizing an equity transfer of \$500,000.00 from the CC Communications Long Distance Enterprise Fund, \$3,000,000 from the Broadband Enterprise Fund, and \$5,600,000 from the Telephone Enterprise Fund to the CC Communications CAP Enterprise Fund and other matters related thereto.
 - B. Consideration and possible action re: authorization for CC Communications management to file a Notice of Intent to File Application for Adjustment in Rates Pursuant to NAC 703.
 - C. Consideration and possible action re: motion to accept the bid of NNE Construction, Inc., for construction of telecommunication facilities in Spring Creek Nevada and to ratify the Agreement for Telecommunication Facilities Installation as presented.
- 7. Reports: General Manager Report.**
- 8. Affidavit of Posting:**
- 9. Public Comment.**
- 10. Adjournment.**

STATE OF NEVADA)
 : ss.
County of Churchill)

I, Shelly Bunyard, Administrative Assistant, do hereby affirm that I posted, or caused to be posted, a copy of this notice of public meeting, on or before the 26th day of January, 2024 between the hours of 1 pm and 5 pm, at the following locations in Churchill County, Nevada:

1. Churchill County Administration Building, 155 N. Taylor St., Fallon, NV;
2. The CC Communications Website @ www.cccomm.info;
3. The State of Nevada Website @ <https://notice.nv.gov/>.



Shelly Bunyard, Administrative Assistant

Shelly Bunyard, Administrative Assistant, who was subscribed and sworn to before me this January 24, 2024



Pamela D. Moore, Deputy Clerk to the Board

Endnotes:

Disclosures:

**CC Communications is an equal opportunity provider and employer.*

Accommodations/Nondiscrimination:

**Notice to Persons with Disabilities: Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the CC Communications Executive Office in writing at P.O. Box 1390, Fallon, NV 89407 (Attn: Shelly Bunyard), or by calling 775-423-7171 ext. 1215 at least two days in advance.*

**In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies or complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency [(775)423-4092] or USDA's TARGET Center at (202)720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800)877-8339. Additionally, program information*

may be available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at: http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the Complaint Form, call (866)632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
2. Fax: (202)690-7442; or
3. Email: program.intake@usda.gov.

Procedures:

**The public meetings may be conducted according to rules of parliamentary procedure.*

**Persons providing public comment will be asked to state their name for the record.*

**The CC Communications Management Board reserves the right to restrict participation by persons in the public meeting where the conduct of such persons is willfully disruptive to the people's business.*

**All supporting materials for this Agenda, previous Agendas, or Minutes are available by requesting a copy from the CC Communications Office, 775-423-7171 ext. 1215. During the meeting, there will be one copy available for public inspection. Additional copies are available by making the request from the CC Communications Office. You are entitled to one copy of the supporting materials free of charge.*

MINUTES OF THE CC COMMUNICATIONS MANAGEMENT

**155 N. Taylor St., Fallon, NV 89406
November 2, 2023**

Call to Order:

PRESENT: Commissioner Myles Getto
Commissioner Harry Scharmann
Commissioner Justin Heath
General Manager Mark Feest
Chief Financial Officer Jamie Hyde
Administrative Assistant Shelly Bunyard

ABSENT:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Verification of Posting of Agenda:

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 26th day of October, 2023 between the hours of 1 pm and 5 pm at all of the locations listed on the Agenda, in accordance with NRS 241.

Consideration and possible action re: Approval of Agenda as submitted or revised:

Commissioner Justin Heath made a motion to approve the Agenda as submitted. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

Consideration and possible action re: Approval of Minutes of the meeting held on:

A- September 20, 2023

Commissioner Harry Scharmann made a motion to approve the Minutes of the meeting held on September 20, 2023 as submitted. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

B- October 5, 2023

Commissioner Harry Scharmann made a motion to approve the Minutes of the meeting held on October 5, 2023 as submitted. Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

New Business:

A- Consideration and possible action re: employee purchase of service request for Dawn Ballard.

Mark Feest, CC Communications. We are asking for a motion to approve the employee purchase of service request in the amount of \$38,646.74, which was calculated by PERS. According to Policy 7.6 which is attached to this item provides an employee may request the company to purchase up to one year of service credit to allow an employee to retire when such purchase creates a cost savings for the company. The following numbers were used to determine the potential cost savings pursuant to the methodology outlined in the policy. PERS provided us

with a number of \$38,646.74 for purchasing one year. Per the policy we look at a three-year savings that equals \$79,820.00 in reduced wages. Our policy also requires us to look at hiring transaction costs which will be pretty high. I've broken down the costs for advertising and travel for candidates to roughly \$10,000.00. Moving expenses and hiring bonus is at the top of moving expenses and hiring bonuses that we would offer based on an accounting position we just filled. We would probably first publish in newspapers, trade associations, and in the public employee local government book before we choose a hiring agency. Agency fees would be roughly \$22,882.00. It's a percentage of the starting salary. That's where we get a pretty big number of \$47,582.00 for hiring transaction cost. When we subtract that from the \$79,820.00, you end up with a net savings of \$32,238.00. I would say that net savings of \$32,238.00 is the worst-case scenario. I put down here the three options: one is to purchase \$32,238.00 worth of service credit; second you can go down to six months which would be half of the \$38,646.00; and third purchase the full one year of service credit that has been requested at \$38,646.00.

I think there's a couple potential justifications for doing that. The employee making the request worked for CC Communications for one year as a manpower temp employee prior to directly rolling into a full-time regular employee position. They did not at that time replace a filled position rather they simply filled the position they had. So essentially what had occurred, CC Communications had practice of often going to manpower filling a position through manpower in order to have the opportunity to test out the employee. Then they would roll that employee into that open position that they filled as a temp, but they filled it for a long time. The former Deputy District Attorney told him that's probably not a good idea because you're somewhat circumventing paying them benefits that they'd otherwise be entitled to. If it is a position in FTE that's authorized in the books, you should fill it with an employee. This employee was one of the last three employees that CC Communications had done that too. Where they brought them on as manpower for a year and then hired them. It is not clear why the position was not filled originally as a full-time regular position. It is quite possible that we will not incur the full expense because of the hiring bonus and the transaction costs may not be there at \$47,000.00.

I think there's a couple of good reasons not to or to approve it up to the full year. I think your three options really are or the fourth option is don't approve it at all. At \$38,646.74 at the total cost of worst-case scenario savings at \$32,238.00 or just six months, whatever the board's pleasure is in deciding that. Thank you.

Commissioner Bus Scharmann. Which would you prefer?

Mark Feest, CC Communications. I prefer you don't approve it and the employee stays here longer. I personally believe the employee should have been hired directly in the first place and that they've been hired directly in the first place they would have that one year of purse. I believe in fairness to the employee. one year should be purchased.

Commissioner Bus Scharmann. So, \$38,646.00? Ok.

Commissioner Justin Heath. If we approve that, are we going to save money.

Mark Feest, CC Communications. Absolutely, if we don't end up hiring or using a consultant that gets a portion of their first-year salary, we definitely save money. I do not know what the response will be for HR because that's one position we have, we've done a lot of accounting inside planning and IT. I don't know what the HR demand will be.

Commissioner, Justin Heath. Ok.

Commissioner, Myles Getto. Are there any other questions seeing none can we get a motion please.

Commissioner Justin Heath made a motion to approve employee purchase of service request in the amount of \$38,646.74 for Dawn Ballard. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

B- Discussion and explanation of call routing and voice interconnection

Mark Feest, CC Communications. I just wanted to go over the issues that I have previously told you are off network. I want to ensure that you have a better understanding of how calls flow and the multiple ways that calls can be made compared to the old days to today. The very last thing I will go over is what we're going to try to do to get more control of our network, so we don't have these outages for certain types of calls. Then, I have to come in here and I have to tell people and we have to tell people on the Internet, it's not us, it's off our network and we have no control. I think that the more times you tell people that, there's a little more doubt whether that is a genuine statement or not. Last December was the first time this issue really popped up for an extended period of time. At the January 2023 meeting, after I reported on the outage, I said "I am concerned because it's substantially the same issue that happened when 911 went down in Lyon County. I am concerned that this might become a more common issue." AT&Ts complete lack of urgency to resolve this issue is concerning, even though at that time it only affected people in Fernley. I have a slide that shows why it affected people in Fernley and Yerington. I've been here 20 years, and this type of issue has only happened around three times. Then it happened three times in 6 months, and it's happened three times since then. The way we move traffic between one carrier and the other is kind of antiquated. There's a better way to do it but the big carriers like AT&T, specifically, are the ones who we go into what's called a tandem in Reno with them. They do not want to make the change to the newer methodology unless it is mandated by the FCC that everybody does it across the country. They don't want to one off make the change. Their previous policy was we want the FCC to lay down a date certain when everybody has to move to IP handoffs. I noted in that meeting that we have some equipment in our office that we literally can't get any training on it. Everybody's retired who has been to any formal training at all. We cannot get parts for it. The last time we had a problem AT&T gave us a part for it. They said we have plenty. They refused to interconnect in a different model. This is what we're stuck in. We do think we have a work around. That's to improve things not to address every issue. So, I will go through the different ways.

POTS, plain old telephone service, that is really what that stands for. POTS to POTS means your old-time division multiplexing phone. Traditional phone line you have a house, you have a phone and you're making your phone call on copper or fiber. It doesn't matter. That phone call leaves your house. This is all staying on our network, it goes through a couple splice locations, goes through a cabinet, comes to our central office and goes out to our other POTS customers. All our customers, all on our network. If that kind of call doesn't work, it is absolutely our fault. That second customer could be where you have a house that could be the Sheriff's Office. That could be a 911 call. If our POTS customer isn't getting to the Sheriff's Office, it's our fault. If our customers are getting to the Sheriff's Office but the Sheriff isn't getting all of the location data may or may not be our fault because you go off network to get location data through a company called TCS.

We were getting every POTS to off network and any of those POTS phones we see are all getting back to our central office. See the dashed line around four houses and central office. That is what is in our control. POTS to off network. Once it goes to our central office it goes to what's called a trunk. A trunk is a division of a circuit in T1. There are 28 channels on a single T1. It goes to AT&T Fernley. When we had that outage in December, it was a bad card at AT&T in Fernley. AT&T Fernley goes to AT&T Reno. When AT&T was sending phone calls to Fernley, Fallon and Yerington, it went through AT&T Fernley's bad card. Everyone on that facility in Fernley and Fallon could not receive a call from your network off your network including 911 information or 911 from a wireless caller. Ours would complete, but you do not have any information about what their first name or address.

Anytime we go off network from a POTS phone, it is going time division multiplexing. It must go this federally located path to AT&T in Reno. Once it gets to Reno, it goes to something called Signaling System 7 (SS7), it goes out to Syniverse. The call has something called a point code, you can make the phone call from your house in Fallon, and you make a call to somebody in San Francisco it has a point code. It knows it has to go to Reno first because it's POTS. It goes to Reno and goes up through Signaling System 7 and it tells what route you take to that end user. This is out of our control. It tells AT&T that route how AT&T is a tandem to get to this end point.

On this attachment here, it's going to that house, you would follow the green line, it gets that information from Syniverse. It tells AT&T to send that phone call along that green line. That green line goes to all kinds of crazy places. We have no control over that. It's trying to load balance all of the phone calls going to let's say they're in San Francisco. They go all around to get there trying to load balance it. Once they tell that call it has to go that route, it dies if there's a cut along the way. If there's a cut at some point along the way, it will die. We have no control over it.

Commissioner, Bus Scharmann. Did it take you a while to figure out that the problem was in Fernley?

Mark Feest, CC Communications. No. We never know where the problem is. We can only know if the problem is between Fallon and Reno or after Reno. We knew it was somewhere in

between Reno and Fallon. So, you can assume there's either a fiber cut or there's a problem in the Fernley central office. Once it gets to Reno AT&T we have no way of telling you. We don't know what path any given call was taken, and we have no ability to reroute it. You have to go into Syniverse and change the routing tables and we can't do that.

On the last slide we'll talk about how we think we can solve this issue. The Off network to local POTS, see the cell phone at the very bottom. So, if somebody makes a cell phone call and they make that phone call to a house in Fallon, it will still have to transfer first in their network. They're going to go to some intermediate provider could be themselves, could be charter town, and then they're going to follow that based on that point though to get to (inaudible) If you follow that blue line, it might not even look that rational, but they are going to eventually do the same thing. They're going to go through AT&T Reno they're going to go get a dip from SS7 and they're going to get that route from there back to us. From our perspective it does not matter that cellular call is coming from San Francisco or it's coming from Bench, it doesn't matter it is going to go to their switch and all that way anything could be cut, and we don't have control. It doesn't touch our network until it comes back.

Voyant calls are VoIP calls that we are selling so there are not a POTS customer anymore. They are a VoIP customer of ours. Calls for our hosted VoIP customers are handled differently depending on whether they are incoming or outgoing. Outgoing calls are handled via IP, so if we have your house and your business and you have a Voyant VoIP phone from us, you're not going through the old TDM network. You are not going to hit that tandem in Reno. It will go out over the Internet and that creates redundancy. There will be times when a POTS call can't get to San Francisco, but a Voyant customer can.

POTS to Voyant is our customer calling somebody else in Fallon who is a VoIP customer. That will also leave our network. When it is outgoing, because it starts out as time division multiplex at your home, it must go through the AT&T tandem. That is where that call can get stuck, and our POTS customer might not be able to call our Voyant customer. The call goes out our AT&T tandem and goes through the SS7 methodology and then it comes back across our internet. The call can come back through Las Vegas at the SWITCH data center, can come back through TRIC at the SWITCH data center, can come back through our POP at S. Virginia Street, Reno and then it comes back over internet and not back through our SWITCH and straight to the person's house. You have a call that can technically go to this customer, but it can go out from the other customer because it went through the whole process.

The reverse is good news to try to mitigate some of these problems. This is completely IP and never goes through a SWITCH, the tandem in Reno, SS7, or a trunk we don't control. It will go from your house to our data center, not our SWITCH. It will go from our data center out to 200 S. Virginia Street, Reno. Now, 200 S. Virginia Street, Reno is inside of our box of control, because it's not having to go out over the TDM Network. It's going out over our internet through four redundant paths that can move between those paths without changing the routing table. They will just take the path available and go to 200 S. Virginia Street and go to the

SWITCH data center and return back to us, completing the VoIP to POTS call. The other side is really the reverse of that same route happening.

Voyant to all off network. That can be cell phone in Fallon or San Francisco, anything off of our network. The call doesn't go through the tandem or AT&T, it has IP routes and will complete the call unless the entire internet is down. That gives us an idea of how we can try to solve some of these problems.

Off network to Voyant shows the same thing. It starts out with POTS and will get converted to IP and will be delivered to our Voyant customer. It's all data centers and not traditional SWITCHs.

Base to all off networks. It's really not different but I wanted to show what the box of control looks like. It has to go through their trunk groups. It's their trunk groups not ours, they got between the Nortel Meridian CS1000 Phone System back to our central office, which is Taqua. They own those trunks and from time to time might fail. We still have to take the calls out the same way over TDM. They are wanting to transition to an IP system. They say they have a mandate to transition, but the date keeps changing. They said they have to change over within 3 years. We would like to move them over sooner. I think we have a better solution to come up with the SWITCH upgrade that you previously approved at the last meeting.

Efforts to Create Redundancy. When we can avoid going through AT&T, we can have redundancy. We want to go around AT&T whenever we can. That will take moving to SIP which means Session Internet Protocol. It's taking a TDM call and converting it to IP. It has multiple dedicated pathways. We can do that for long distance, 800 and 911 calls. We will need the agreement with the Sheriff's office for 911. Currently, we have an old Taqua T7000 switch you have approved the acquisition of a C15 switch. We don't want to make any routing changes to the old switch. We're told that by January 31, 2024, the C15 switch will be installed and running. The vendor was here yesterday gathering information to prepare the plan for installing the C15 and migrating customers to the C15. Within the next few weeks, we should receive the plan and how difficult the migration will be. I don't think it's a good idea to try to change routing to a really old switch that's a couple of software upgrades behind and has had failures when we've tried to upgrade the software. What would happen with the new C15 switch? If you leave our network, you will be moved to a SIP trunk and there will be multiple paths out that will go around AT&T's tandem. There is something called a PIC, which is a Primary Interexchange Carrier. A long time ago, when the pin dropped, we were told it's only 0.10 per minute for long distance calls. That's when it was deregulated, and a company was allowed to become an internet exchange carrier, and everyone had the right to choose who their long-distance carrier is. Customers picked themselves where they could tell us they want to become a Sprint long-distance carrier. You can't use your internal data called customer proprietary network information to market to them. We can't go through the 50% of people who have chosen sprint and go after them with a marketing plan. Anyone who did not pick us, we can't help them when the trunk goes down, it's because they're picked to a company that is choosing

to use a single trunk on TDM going through the tandem that was cut. We can't control that. If they are our customers, we are going to move it to SIP out of the new switch and there will be multiple paths out of town. We have solved the issues for the customer calls who picked us.

SS7 – IP based signaling. We are going to switch to a IP based signaling. Again, when we look back and we kept having the tandem of AT&T in Reno and then the four lines up to Syniverse. Those are trunks that are picked by AT&T and if one of those goes down, you won't complete a phone call or get the SS7 information. The IP based signaling doesn't seem to work with our old Taqua T7000 switch. It has failed to work multiple times when we've tried to implement it. Hundreds of companies have the newer C15 switch with Telco Bridges on it and it's doing IP based signaling instead of old TDM signaling. We knew our switch was end of life soon. We will continue to try to get the Telco Bridges box media converter installed on the T7000. We will try this again on Monday. All that happens when it fails is it just doesn't signal. We go back and talk to vendors to try to figure out why it's not working. They keep saying we are too far behind on the software versions.

Commissioner Bus Scharmann. How are you going to market to the PIC customers?

Mark Feest, CC Communications. You can market to them, but you can't market to them using any knowledge you may have because you're the local exchange carrier. You will have to mass market to everyone, even the people who don't need to change their PIC. They just can't be targeted.

Commissioner Bus Scharmann. I see.

Mark Feest, CC Communications. The combination of moving the LD, 800, 888, 911, etc., off of TDM to SIP helps us get around AT&T. I predict that will be sometime around the 4th quarter of this fiscal year we are in. Anytime in between there and anything outside those boxes of our control, it will continue to be the same. I think there has been an improvement with AT&T as far as being more responsive to us and acknowledging the problem. The first few times they never acknowledged the problem. The first time they acknowledged it was them, was when there was the Fernley issue. I think that's because so many people went out in Yerington, Fallon and Fernley plus the 911 calls in all those places. They have a person that returns our emails and phone calls now when this happens. That's an improvement. Until we have a route around them and only for the customers who have a route around them because there will always remain customers who do not have a route around them, we can't control the fact that Charter or the Wireless customer can't get to 911. They choose their path and when their path goes to Sacramento and back and a trunk is down off of our network, the call won't go through. I don't envision there will ever be a change to that. It would literally take changing their routing table for them which we can't do anyways. I don't see a fix to that until the FCC says all traffic must be IP. Once they do that, everyone will instantly have redundant routes just like we have our opportunity with SIP.

Commissioner Justin Heath. Is Charter IP or do they go through the AT&T path?

Mark Feest, CC Communications. They go through their own switch. I don't know how they get there. I believe they are IP out, but when they come back through the point codes in their switch that says if you want to reach 775-423 you will go to the AT&T Tandem in Reno and then AT&T converts it to TDM.

Commissioner Justin Heath. And this won't have any interference with any 911 calls from Charter?

Mark Feest, CC Communications. Yes, that's why 911 calls fail when we have those off network issues from Charter customers. They leave but they don't come back.

Commissioner Justin Heath. Will they stay on that system?

Mark Feest, CC Communications. Yes, they will stay on that system. I will reach out to them when we have a solution in place that works for us. I will attempt to get them to change the way they are doing things. I think there is a possible chance. They take on landline telephone company which you have greater obligations for 911 than a wireless company does. We worked well with them the last time they did a 911 equipment change. There is no hope for the out-of-town people who will just mail you a phone and no hope for wireless carriers. We can try to reach out to them, but I don't think they will respond.

Informational Only

Chairman Myles Getter asked if there was any public comment but there was none.

Consent Items:

A- Consideration and possible action re: PO#150192 VertiGis, LLC, dba Mapcom \$86,569.76 M4 Maintenance for Mapcom software. NRS 332.115(1)(a)

Commissioner Harry Scharmann made a motion to approve the consent item as submitted
Commissioner Justin Heath seconded the motion, which carried by unanimous vote.

Reports: General Manager Report:

1. Industry News
 - a. Discuss attached articles and relevance to CC Communications
2. Grants
 - a. SCA
 1. SCA Phase on track with schedule provide NTIA and Elko County
 2. Phase 1-2 are complete. Phase III is in pulling fiber phase.

3. The project should remain on pace unless material supply or weather creates delays.
 - a. Management will meet tomorrow to discuss potential changes to the schedule and marketing communications approach.
 - b. The extreme (1.5 year) delay between the award and getting approval to start has resulted in a changed market and changed costs.

b. Tribal

- i. ITCN has hired project managers, which should help to move this forward.
- ii. YPT has approved agreements that allow us to move to the Environmental and historical preservations stage.
- iii. WRPT has approved agreements that allow us to move to the Environmental and historical preservations stage.
- iv. No significant progress with other Awardees
 1. Same agreements remain before:
 - a. FPST
 - b. Elko Te-Moak

3. Network

- a. Edge Routing redesign and implementation continues.
- b. Modifications to network monitoring and maintenance in progress.
- c. IPV4 to IPV6 transition planning.
- d. Transport Gear upgrades will start once equipment is approved and delivered.
 - i. We will need to resolve the issue of acquiring a temporary pair from Switch or otherwise plan for hot cutovers.
- e. Switch upgrade and routing changes previously discussed in agenda item on routing

4. Human Resources

- a. Accountant hired and started November 1, 2023
- b. Jobs posted for
 - i. COO
 - ii. CTO
 - iii. Network engineers

- iv. Installer
 - v. Accountant or accounting assistant
 - vi. CSR
5. Accounting
- a. Auditors came and went
 - b. Significant requirements with grants
 - c. Software cutover from EOL software to Elations
 - i. This has gone less than optimal
 - ii. Issues are escalated at this point and we hope to see resolution soon
 - iii. Many issues resolved, however, we are still working through some
 - 1. This impacted ability to provide information to auditors.

Affidavit of Posting:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Adjournment:

The meeting was adjourned at 2:45 p.m.

APPROVED: _____
Myles Getto, Chairman

APPROVED: _____
Harry Scharmann, Vice, Chairman

APPROVED: _____
Justin Heath, Commissioner


Shelly Bunyard, Administrative Assistant


Mark Feest, General Manager/CEO

MINUTES OF THE CC COMMUNICATIONS MANAGEMENT

155 N. Taylor St., Fallon, NV 89406
December 7, 2023

Call to Order:

The regular meeting of the CC Communications was called to order at 1:45 PM on December 7, 2023.

PRESENT: Commissioner Myles Getto
Commissioner Harry Scharmann
Commissioner Justin Heath
General Manager Mark Feest
Chief Financial Officer Jamie Hyde
Administrative Assistant Shelly Bunyard

ABSENT:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Verification of Posting of Agenda:

It was verified by Shelly Bunyard, Administrative Assistant, that the Agenda for this meeting was posted on the 1st day of December, 2023 between the hours of 1 pm and 5 pm at all of the locations listed on the Agenda, in accordance with NRS 241.

Consideration and possible action re: Approval of Agenda as submitted or revised:

Commissioner Justin Heath made a motion to approve the Agenda as submitted. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

New Business:

A- Consideration and possible action re: General Manager Annual Performance Evaluation for 2023 conducted pursuant to NRS 241.031

Jamie Hyde, CC Communications. We are asking for a motion to approve the General Manager / CEO aggregate performance evaluation as compiled and presented. The General Manager is due for an annual performance evaluation by the Board. Pursuant to NRS 241.031, together with the AG Opinions, the Open Meeting Manual, and interpretation of these sources, the evaluation must be conducted in an open meeting. Individual Board members have previously completed evaluation forms and the HR Manager has compiled those forms into a summary that shows the aggregate ratings. At this time, the Board, as a public body, must review this summary and produce an evaluation attributable to the Board as a whole. The Board may choose to discuss and refine any aspect of the aggregate ratings. Thereafter, in order to finalize the evaluation process, the HR Manager and the Chief Financial Officer will need a motion to approve the evaluation summary.

The comments are included in the evaluation recommend the General Manager/CEO receive a 5% increase.

Chairman Myles Getto asked if there was any public comment but there was none.

Commissioner Justin Heath made a motion to approve the General Manager/CEO aggregate performance evaluation as compiled and presented. Commissioner Harry Scharmann seconded the motion, which carried by unanimous vote.

Reports: General Manager Report:

1. Letter re: S. 3321

a. S. 3321 “Lowering Broadband Costs for Consumers Act of 2023” is sponsored by Senator Mullen (R-OK), and co-sponsored by Senator Kelley (D-AZ) and Senator Crapo (R-ID), thereafter referred to the Committee on Commerce, Science, and Transportation.

b. CC Communications provided a letter of support to our two US Senators requesting they consider co-sponsoring the bill.

c. The heart of the legislation would be reforming the contribution side of the High Cost Fund:

“(A) INITIAL RULEMAKING.—Not later than 18 months after the date of enactment of the Lowering Broadband Costs for Consumers Act of 2023, the Commission shall complete a rulemaking to reform the Universal Service Fund by **expanding the contribution base so that** broadband providers **and edge providers**, except as provided in paragraph (3) of this subsection, contribute on an equitable and nondiscriminatory basis to the specific, predictable, and sufficient mechanisms established by the Commission to preserve and advance universal service. **(Emphasis added)**

2. FCC action re: discrimination

a. The FCC adopted rules to “eliminate digital discrimination” and provide for FCC initiated investigations regarding deployment.

b. Digital discrimination that can be investigated includes both intentional and unintentional disparate impact of deployment decisions.

c. Commissioner Carr voted against the new rules stating, “It’s not about discrimination. It’s about control,”

3. Grants

a. SCA

i. We are required to provide explanations for why the project is behind schedule. The original schedule indicates that we should be on period 2 year 2. However, we were not even allowed to start until 6 months ago.

ii. I am surprised at what an issue this seems to be for the NTIA.

1. We were delayed 15 to 16 months from the scheduled start date, yet at this time we are expected to complete the project on time. This will not be possible, and the schedule will need to be worked through with NTIA.

b. Tribal

i. Two of four Tribal projects are in environmental assessment stages.

ii. One additional has a meeting set to review proposed agreements that we received this week

iii. The last one does not appear to be moving, however, ITCN has assigned a PM to it (David Tilley).

4. Storey County FTTH
 - a. Draft contract between Storey and Churchill County
 - b. Draft contract between Comstock and Storey County for obtaining pole rights/obligations held by Comstock
 - c. Last mile construction quote
 - i. Need materials quote
 - ii. As with grant projects and internally funded FTTH, prices have increased for both materials and construction since these projects were originally estimated.
 1. As you may recall, I provided articles on two large telecommunications companies that have had to significantly reduce their FTTH plans after exhausting Capex funding at around 60% of their builds due to inflation.
 - d. Middle mile construction and material quote
 - e. Once we have agreement from the other parties on 4a and 4b, as well as final 4c(i), this should come before the Churchill County Commission.
5. C15
 - a. Delivery by EOY
 - b. 60-90 days for install and migration
 - c. We have engaged Vantage Point Solutions' engineering team to assist with acceptance testing and sign off
6. NAS Fallon
 - a. Met with NAS Fallon to discuss Base communications needs, growth, and modernization planning for their network's data and voice communications.
 - i. Presently there is not Capex funding for physical upgrades
 1. Fiber runs
 2. VoIP phones
 - ii. They have NMCI data network, which is a combination of our physical plant and theirs.
 1. Moving from traditional phone to VoIP cannot be supported on the existing network
 - iii. Current system in EOL, with all the challenges that accompany that
 - iv. Our direction is to maintain current services within the constraints of No Capex and no guaranteed ongoing service contract
 - v. Despite those constraints, we will:
 1. Seek to align their system with our new C15 and any potential component swaps that will introduce supported equipment into their network at a cost that can be recovered through service contract(s)
 2. Acquire spares for EOL systems, and the technical term:
 - a. Muddle through
 3. Concerning calls from leadership?
7. Transport Gear
 - a. Purchase made as approved at the September Board Meeting
 - b. Awaiting delivery and installation schedule

Affidavit of Posting:

Public Comment:

Chairman Myles Getto asked if there was any public comment but there was none.

Adjournment:

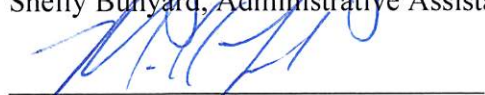
The meeting was adjourned at 2:08 p.m.

APPROVED: _____
Myles Getto, Chairman

APPROVED: _____
Harry Scharmann, Vice, Chairman

APPROVED: _____
Justin Heath, Commissioner


Shelly Bunyard, Administrative Assistant


Mark Feest, General Manager/CEO



CC Communications Agenda Report

Date Submitted: January 23, 2024

Agenda Item #: New Business - A

Meeting Date Requested: February 1, 2024

To: Board of Churchill County Commissioners

From: Mark Feest, General Manager / CEO

Subject Title: Consideration and possible action re: Adoption of Resolution 4-2024, a resolution authorizing an equity transfer of \$500,000.00 from the CC Communications Long Distance Enterprise Fund, \$3,000,000 from the Broadband Enterprise Fund, and \$5,600,000 from the Telephone Enterprise Fund to the CC Communications CAP Enterprise Fund and other matters related thereto.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to approve Resolution 4-2024, a resolution authorizing an equity transfer of \$500,000.00 from the CC Communications Long Distance Enterprise Fund, \$3,000,000 from the Broadband Enterprise Fund, and \$5,600,000 from the Telephone Enterprise Fund to the CC Communications CAP Enterprise Fund and other matters related thereto.

Discussion: The management of CC Communications has determined that, since the transfer of assets, liabilities, revenues and expenses from the Telephone Enterprise Fund and the Broadband Enterprise Fund to the CAP Enterprise funds has occurred, and the final audited amounts have been determined, the transfers are necessary to satisfy the amounts due to other funds.

Alternatives: Continue to carry due to/from other fund balances in all funds

Fiscal Impact: (NET) N/A

Explanation of Impact: N/A

Funding Source: Long Distance, Telephone and Broadband Funds

Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: January 26, 2024

Jamie L. Hyde

Jamie Hyde, Chief Financial Officer

Date: January 26, 2024

Board Action Taken:

Motion: _____

1) None

Aye: 0

2) None

Nay: 0

Sully Buryard

(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

RESOLUTION 4-2024

A RESOLUTION AUTHORIZING AN EQUITY TRANSFER OF \$500,000.00 FROM THE CC COMMUNICATIONS LONG DISTANCE ENTERPRISE FUND, \$3,000,000 FROM THE BROADBAND ENTERPRISE FUND, AND \$5,600,000 FROM THE TELEPHONE ENTERPRISE FUND TO THE CC COMMUNICATIONS CAP ENTERPRISE FUND AND OTHER MATTERS RELATED THERETO.

BE IT HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CHURCHILL COUNTY, NEVADA:

WHEREAS, CC Communications was created by the Board of Commissioners as an Enterprise Fund, and

WHEREAS, the Management of CC Communications has determined that, since the transfer of assets, liabilities, revenues and expenses from the Telephone Enterprise Fund and the Broadband Enterprise Fund to the CAP Enterprise funds has occurred, and the final audited amounts have been determined, the transfers are necessary to satisfy the amounts due to other funds, and

WHEREAS, \$500,000.00 is available in the CC Communications Long Distance Enterprise Fund, \$3,000,000 in the Broad Enterprise Fund, and \$5,600,000 in the Telephone Fund to provide such a transfer of equity to the CC Communications CAP Enterprise Fund, and

WHEREAS, all proper obligations of the CC Communications Long Distance, Broadband, and Telephone Enterprise Funds have been met, and that:

WHEREAS, this transfer of equity does not materially affect the current or future operations of the CC Communications Long Distance, Broadband, and Telephone Enterprise Fund, and

///

NOW THEREFORE, BE IT RESOLVED that \$500,000.00 currently held in the CC Communications Long Distance Enterprise Fund, \$3,000,000.00 in the Broadband Enterprise Fund, and \$5,600,000 in the Telephone Fund be transferred as an equity transfer to the CC Communications CAP Communications Enterprise Fund.

This Resolution shall be effect on the 1st day February, 2024, and thereafter.

PASSED AND ADOPTED THIS 1st DAY OF FEBRUARY, 2024 BY VOTE OF THE CHURCHILL COUNTY COMMISSIONERS.

THOSE VOTING AYE:

THOSE VOTING NAY:

CHUCHILL COUNTY BOARD OF
COMMISSIONERS

Myles Getto, Chairperson



CC Communications Agenda Report

Date Submitted: January 23, 2024

Agenda Item #: New Business - B

Meeting Date Requested: February 1, 2024

To: Board of Churchill County Commissioners

From: Mark Feest, General Manager / CEO

Subject Title: Consideration and possible action re: authorization for CC Communications management to file a Notice of Intent to File Application for Adjustment in Rates Pursuant to NAC 703.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to authorize CC Communications Management to file a Notice of Intent to File Application for Adjustment in Rates pursuant to NAC 703.

Discussion: The Nevada Universal Service Fund provides State Universal Service Support for costs incurred by Incumbent Local Exchange Providers above national averages and authorized based upon the company's rate case. The fund is administered by the Public Utilities Commission of Nevada, and CC Communications' customers pay into the fund. CC Communications is required to collect and remit these funds. As Federal USF is impacted with respect to local recovery, as well as lower revenue is received for local services, potential NUSF has increased. In the past CC Communications has not applied for these funds due to the unique nature of being owned by a County government and generally outside of the authority of the PUCN.

Recently our Cost Accountants, Moss Adams, notified us that the potential NUSF recovery has grown to a point where we may want to consider pursuing recovery. After the CEO and CFO discussed this matter with Moss Adams, we believe that it makes sense to explore the potential application to access NUSF.

The deadlines would be as followed:

- **April 5, 2024 – “Notice of Intent to File Application” letter** (60 days before the filing)
- **May 16, 20224 – Required meeting with Staff** (20 days before the filing)
- **June 5, 2024 – Filing date** (210 days from January 1, 2025)

Sometime between the "Notice of Intent to File Application" letter and the June 5, 2024 filing date, we would meet with staff to determine:

1. Opinions on our ability to collect NUSF
2. Opinions on how that impacts the authority of the PUCN over CC Communications

3. Opinions on proper NUSF calculations

Prior to the January 5, 2024 filing, we would return to the Board where the Board will approve or deny authority to make the Final Application Filing.

Alternatives: Do not pursue a better understanding of potential recovery under NUSF


Fiscal Impact: Unknown at this time. The cost of the rate case and application would be incorporated into the local revenue requirement, thus, presumably, recoverable in NUSF.

Explanation of Impact: There would be a

Funding Source:

Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: January 25, 2024



Jamie Hyde, Chief Financial Officer

Date: January 25, 2024

Board Action Taken:

Motion: _____

1)	None	<u>Aye: 0</u>
2)	None	<u>Nay: 0</u>



(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.



CC Communications Agenda Report

Date Submitted: January 24, 2024

Agenda Item #: New Business - C

Meeting Date Requested: February 1, 2024

To: Board of Churchill County Commissioners

From:

Subject Title: Consideration and possible action re: motion to accept the bid of NNE Construction, Inc., for construction of telecommunication facilities in Spring Creek Nevada and to ratify the Agreement for Telecommunication Facilities Installation as presented.

Type of Action Requested: Accept

Does this action require a Business Impact Statement? No

Recommend Board Action: motion to accept the bid of NNE Construction, Inc., for construction of telecommunication facilities in Spring Creek Nevada and to ratify the Agreement for Telecommunication Facilities Installation as presented.

Discussion:

CC Communications participated in Elko County's NTIA BIP grant for Spring Creek, Nevada as the sub-recipient. When we built that grant proposal, CC Communications used NNE's previous unit bid (which we had for Churchill County, and it carried over to City of Elko work - plus some new units that they quoted us for types of work we did not do in Fallon, but would do in Spring Creek/Elko). The Grant proposal based all estimated costs on those construction numbers, and listed NNE as the prime contractor. We included all NNE's company information, etc. as part of the application submitted to NTIA.

After the environmental and historical preservation requirements were completed, and the prevailing wage issue was resolved, Elko County Grants manager said that CC Communications would need to bid the construction portion of the project. CC Communications complied with bidding procedures in posting the project. NNE was the only bidder. Thereafter, I simply had Shelly notify NNE that they were the only respondent and we accepted their bid. We also advised the Elko County Grants Manager that NNE was the only bidder and that we had awarded the bid.

At this time we are intoe process of completing a "desk review" with NTIA, and Elko County has requested that CC Communications obtain a recorded vote of the Churchill County Commissioners awarding the bid to NNE. The motion provided today was prepared after consultation with Deputy DA Joe Sanford.

Alternatives:


Fiscal Impact: NA. This will not impact any costs previously approved as part of the project.

Explanation of Impact:

Funding Source:

Prepared By: Shelly Bunyard, Administrative Assistant

Reviewed By:



Mark Feest, General Manager

Date: January 25, 2024




Jamie Hyde, Chief Financial Officer

Date: January 25, 2024

Board Action Taken:

Motion: _____

1)	None	<u>Aye: 0</u>
2)	None	<u>Nay: 0</u>



(Vote Recorded By)

The submission of this agenda report by county officials is not intended, necessarily, to reflect agreement as to a particular course of action to be taken by the board; rather, the submission hereof is intended, merely, to signify completion of all appropriate review processes in readiness of the matter for consideration and action by the board.

Agreement for Telecommunication Facilities Installation

This Agreement is made as of the _____ day of 1/24/2024, _____ by and between CC Communications (“Owner”), and NNE Construction, Inc. (“Contractor”), a licensed Nevada Contractor #0069071 and #0073131.

- 1. Agreement.** Contractor agrees to furnish and complete installation of telecommunications facilities in Spring Creek, NV in accordance with the specifications, description and scope as described in Exhibit “A” the Bid Proposal Form, Bid #01-23, (the “Work).
- 2. Inclusion of Terms and Conditions.** All terms and conditions set forth in Exhibit A are included herein by reference, and the parties agree to be bound by all such terms and conditions including, bonding, warranties, insurance, and liquidated damages clauses.
- 3. Price.** All pricing shall be as set forth in Exhibit A on a per unit basis.
- 4. Entire Agreement.** This Agreement contains the entire understanding of the parties hereto. No previous promise, not contained within this Agreement, or in a subsequent signed writing shall have no effect.
- 5. Discrimination.** Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship. Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

NNE Construction, Inc.

By:

DocuSigned by:
Marc Williams 1/25/2024
DBAA4D6EC7C1403...

(Signature)

Marc Williams Vice President

Name, Title

CC Communications

By:

DocuSigned by:
Mark Feest 1/24/2024
2E85AF43D4DB403...

(Signature)

Mark Feest, General Manager / CEO

Name, Title

Exhibit “A”
BID PROPOSAL

BID PROPOSAL FORM
BID #01-23
CC COMMUNICATIONS OUTSIDE PLANT
CONSTRUCTION UNIT BID – SPRING CREEK, NV
FY 2023-2025

For: Work necessary for the placement of new telecommunications facilities in Spring
Creek, NV for the Fiscal Years 2023-2025 as per the specifications outlined in CC
Communications

Bid #01-23

To: CC Communications (If delivered by other than U.S. Postal service)
899 S. Maine St.
Fallon, Nevada 89406
Attn: Shelly Bunyard

To: CC Communications (If delivered by U.S. Postal service)
P.O. Box 1390
Fallon, Nevada 89406
Attn: Shelly Bunyard

The undersigned certifies that:

1. Prospective Contractor has examined, and made themselves familiar with, all of Bid # 01-23's requirements and specifications and the location(s), to be determined later, for the proposed construction and satisfied themselves as to the character, quality and quantity of work to be performed, and any materials to be furnished per said Bid # 01-23.

2. Prospective Contractor will submit to CC Communications all of the following items as part of the bid package: (i) satisfactory evidence of Contractors competence to perform all types of work on this contract by listing at least three recent references with contact phone numbers who have had unit work of a like nature and size as this contract successfully completed by the Contractor; (ii) proof that the Contractor holds a valid Nevada contractor's license for ALL classifications covered under this Contract with copies of ALL applicable licenses; (iii) a complete equipment list of all owned large equipment, and specifically designate which equipment will be located at a local construction yard to ensure the completion of projects and availability of specialized equipment for emergency situations. All of these items, as well as other items mentioned throughout the scope of this contract, must be submitted with the bid package in order to be deemed a completed bid proposal for award consideration.
3. Prospective Contractors proposal is genuine and not a sham or collusive or made in the interest, or on behalf, of any person not herein named, nor has the Prospective Contractor, in any manner, sought to secure for themselves an advantage over any other bidder. The Prospective Contractor has carefully checked the figures on pages one (1) through eighteen (18) of Outside Plant Construction Unit Bid form FY 2023-2025 (Spring Creek, NV) attached, and has brought any and all concerns regarding clarity and comprehension to the attention of CC Communications, and all such concerns were resolved prior to submittal of a bid. The Prospective Contractor certifies that neither CC Communications nor its authorized representatives will be responsible for any errors or omissions in the preparation of the bid.
4. The undersigned proposes and agrees to contract ALL work for which a contract may be awarded to them and to furnish any and all labor, equipment, materials as specified, transportation and other facilities required for the complete construction as set forth in the Unit Bid and Specifications.
5. All material, other than incidentals will be furnished by CC Communications unless otherwise listed on a project by project basis.
6. Contractor and all associated subcontractors will comply with, and adhere to all supplemental conditions including, but not limited to, all Federal, State and Local labor laws, OSHA regulations pertaining to all projects and construction practices, all Federal, State and Local safety laws, requirements and environmental rules and regulations, including, but not limited to, Documented weekly tail gate safety meetings, of which a copy shall be provided to CC Communications.
7. Contractor will obtain all the necessary State, County and Local business licenses and all the necessary insurance as indicated in the bid specifications,

and provide evidence of same, prior to the start of any work operations, including the mobilization of any work forces and equipment.

8. **Compensation:** Contractor further agrees that they will accept as full compensation for the work to be performed, the price written (in ink or typed) and signed by the authorized company representative on pages one (1) through eighteen (18).
9. **Confidential information:** During the term of this agreement, each party may come into contact with, or acquire knowledge about, the other party's technical or business information, including specifications, drawings, sketches, models, samples, computer programs, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data, customer information, networks and facilities, which information may be in written and or oral form and is to be considered "confidential information". Such confidential information is, and shall remain, the exclusive property of the disclosing party. The receiving party shall treat and maintain all such confidential information received from the disclosing party as confidential, whether or not it has been physically marked as confidential or proprietary. The confidential information may be used by the receiving party only to the extent reasonably required in the performance of its obligations under this agreement and may only be distributed to those employees of the receiving party who have a need to know in order to perform pursuant to this agreement. The confidential information may not be released to any other person, entity or, the public without the written consent of the disclosing party. This clause will remain in effect for four (4) years after termination or completion of this contract.
10. **Independent Contractor:** In providing services pursuant to this agreement, it is agreed that the successful bidder will work as an "**Independent Contractor**", and its authorized "**Subcontractors**" will be acting as an "**Independent Contractor**" and not as an agent of any other party, and in no way is to be considered, or represent themselves as an employee of CC Communications. Persons furnished by the contractor shall be regarded solely as contractor's employees and/or subcontractors, and shall be under its sole direction and control. They shall not be considered employees of CC Communications for any purpose. Contractor shall be responsible for itself and subcontractors' compliance with all laws, rules and regulations involving their respective employees or agents acting on their behalf, including (but not limited to) employment, labor, hours of labor, health and safety, environmental, transportation, working conditions and payment of wages. Nothing contained in this agreement is intended to give rise to a partnership or joint venture between the parties or to impose upon the parties any of the duties or responsibilities of partners or joint ventures. Furthermore, Contractor shall not use CC Communications' name or any language, symbols, or pictures which in CC Communications' judgment, could imply CC Communications' identity or endorsement by CC Communications' or any of its employees in any written,

electronic, or oral advertising, presentation, brochure, newsletter, book, electronic database, or other written material of whatever nature, without prior written consent of CC Communications' management.

11. Contractor shall not allow anyone that is not a regular employee, and is not covered under the Contractor's insurance to gain access to CC Communications facilities, or property while performing any work or function for the Contractor or CC Communications.
12. Contractor agrees to provide a workforce as well as a qualified Supervisor and Construction Site Inspector that is responsible, knowledgeable, competent, and of such character to be able to gain access to military installations at any given moment. CC Communications reserves the right to issue a stop work order at any time it determines that Contractor's employees fail to meet the minimum requirements of the contract.
13. Contractor agrees to provide contract personnel with identification badges, and shall display such badges, that identify contract personnel as an employee of the Contractor at all times. Contractor and Contractor's employees shall have the sole responsibility of securing permission to enter private property when it is deemed necessary to perform the duties for contractual work. Contractor shall provide CC Communications with a list of all personnel and positions, and will notify them of any inactive individuals whom have left their employ during the project.
14. Contractor shall be solely responsible for all employee benefits (if any) along with any applicable mandated insurance policies covering any and all aspects of the work to be performed under this agreement. Contractor agrees to indemnify, defend, and hold harmless CC Communications and its directors, officers, agents, and employees against and from any claim by Contractor's employees with respect to any and all claims, including those based on the assertion of the existence of an employment relationship between CC Communications and Contractor's employees, including reasonable attorneys' fees related thereto caused by or arising wholly or in part out of the performance of this contract.
15. A qualified, competent, responsible Supervisor and Construction Site Inspector that is employed by the contractor, that shall be of such character to be able to gain access to military installations at any given moment, and whose qualifications include a recent Nevada OSHA 1926.650 and 652 standards certificated excavation course, and whose resumes, OSHA certificates, and a letter from the Contractor declaring these individuals as a "Company OSHA Competent Person" **must** be submitted with the bid proposal package, and are acceptable to CC Communications. The Competent person shall be onsite and available at all times during the construction of the work described. The Supervisor's main function will be to oversee the operation of all projects, and shall not serve in any other work capacity, or function that would hinder the



immediate need for this individual to mobilize to any given area of any project as deemed necessary, by the CC Communications project Inspector or Engineer.

16. Contractor shall exercise all safety precautions to avoid personal injury or damage to property. Such precautions shall include, but are not limited to: proper shoring, proper construction techniques as defined by various laws, adequate inspections and documentation of all applicable tests of any confined spaces such as vaults, trenches, or tunnels, for the presence of combustible and/or toxic gases and/or fluids. Any fluids determined hazardous or toxic shall be the responsibility of the contractor to dispose of in a legal and ethical manner. Forced air ventilation, in compliance with all laws governing confined spaces, shall be mandatory at all times. No inspections, tests or ventilation performed by CC Communications shall relieve the Contractor of any of the Contractor's obligations.
17. **Defective Material:** It shall be the Contractors responsibility to bring to the attention of CC Communications, in writing, any defective material supplied by CC Communications prior to the placement of said material. **If known defective material is placed, the Contractor shall bear all expenses associated with the removal and replacement of such material, regardless of the complexity of the replacement task.** It shall be the Contractors responsibility to bring to the attention of CC Communications any damage to material, private property, any other incident, or personal injury which arises during the period of time wherein the Contractor is actively engaged in a contract with CC Communications. Any such incident shall be documented in writing and be provided to CC Communications within one (1) business day.
18. **Inspections / Warranty:** CC Communications will provide inspection of all contracted work as practical as possible. However, it is expressly understood that a CC Communications representative may not be on every given project at every given moment. Therefore, honesty and integrity will be of the utmost expectation when complying with CC Communications standards and practices. If defects or deficiencies are discovered, the successful Contractor shall correct or cause to be corrected, all defects, deficiencies, and Contractor caused damage, that are discovered in the work based on the plans, specifications and work prints, at its expense for a period of two (2) years after the work is accepted. **Acceptance of the work by CC Communications shall not constitute a waiver of such defects or deficiencies.** CC Communications shall notify the contractor in writing of any defects or deficiencies. The Contractor will repair, or cause to be repaired, the defects or deficiencies within twenty (20) working days from the date of notification, or sooner, if time is of the essence. In the event the defects or deficiencies are not repaired in this time period, CC Communications will repair or cause to have repaired the defects or deficiencies at the expense of the contractor.



19. In an emergency, a CC Communication's Manager, Engineer, Duty Supervisor, Supervisor or Inspector may orally request the Contractor to perform a specific task, or project, and/or negotiate a price if the task at hand is not covered under the unit bid. As soon as practical CC Communications shall issue a written work order to cover the oral directive to proceed. Such written work order will be signed by both parties and the agreed upon unit listed with the Unit Bid within two working days.
20. The successful Contractor shall provide industry standard professional as-built drawings that will include all completed work, all approved changes, duct footages, and cable sequentials within 20 days of the date of completion of all work operations. The successful Contractor will provide warehouse personnel with all necessary completed forms with the work order number and material listed. Upon return of unused materials, all proper return forms must be completed and materials checked in with the warehouse personnel.
21. It is expressly understood and agreed upon by both parties that this agreement does not grant the Contractor an exclusive right or privilege to provide to CC Communications any and/or all services of the type or nature described in this contract. It is, therefore understood that CC Communications may, at their sole discretion, contract with other Contractors, or may itself perform the tasks or services for the same type of work as described in this contract.
22. Pursuant to NRS requirements, the Contractor shall be responsible for the notification to Underground Service Alert (U.S.A.) 1-800-227-2600 along with any additional permitted organization (ie: NDOT, TCID, Churchill County Road Department, ect) at least 48 Hours prior to start of each job, or such time frame designated by law now or in the future. The Contractor shall have in their possession and at each work site all pertinent permits during the construction process. The actual location of, and protection for all aerial, buried and underground utilities, pipes, structures and obstructions that are in conflict with the construction progress, are the responsibility of the Contractor, whether or not shown on the job work prints. The Contractor shall be responsible for any damage to or repair to any utilities that become damaged by the contractor including any consequential damage or future damage deemed Contractor caused.

23. **Construction Time Frame / Liquidated Damages:** All construction for the work as specified on various job prints within this Bid # 01-23 shall be completed within the days specified as per the engineered project scope. If the Contractor feels that the time frame is unreasonable, the CC Communications Inspector, Project Coordinator or Engineer shall be immediately notified, **PRIOR TO STARTING THE PROJECT**. The Contractor will then complete the work in the time specified, and will schedule and coordinate all work activities with CC Communications, other permitted entities or its authorized representatives. This includes the requirement to meet with all other parties, as may be necessary, on a regular or as needed basis in order to complete the work. Because of the expected difficulty in assessing actual damages to CC Communications as a result of a delay or noncompliance in Contractors performance, CC Communications shall be entitled to liquidated damages in the actual amount of any Work Order or any company directed statement of work, if any. Not as a penalty, however, it is being agreed that CC Communications' actual damages per NRS statutes in such event would be impossible to ascertain and this amount is to be considered a reasonable estimate of the same. An attempt to recover, or recovery of, liquidated damages by CC Communications as permitted herein shall not bar any remedy, legal or equitable, otherwise available to CC Communications as a result of a breach by Contractor. CC Communications reserves the right to determine, at its sole discretion, if a "Good faith effort" by the contractor has taken place, and at its sole discretion may choose to waive some or this entire amount, which may be a result of any unforeseen conditions that are beyond the control of both contractual parties. CC Communications reserves the right to take over the work, including any material, and complete the work under this contract without prejudice to any other right or remedy it may have, upon written notice to the last known address of the Contractor.
24. **Force Majeure:** If performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the party affected ("Force Majeure Event"), the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis during the continuance of the Force Majeure Event. The other party shall likewise be excused from performance of its obligations on a day to day basis during the same period, provided, however, that the party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed immediately with the performance of its obligations under this Agreement whenever such causes are removed or cease. Labor-related performance impediments, such as labor strikes or shortages, are not to be construed as Force Majeure Events.

25. **Contract Term / Extension / Termination:** This contract shall commence on the Effective Date, which shall be the day awarded and shall be effective thru the end of FY 2023. This contract may be extended beyond the one year contractual period at the sole discretion of CC Communications, on a year by year basis for an additional period of three years. If CC Communications chooses to extend the contract, CC Communications reserves the right to re-negotiate the contract for each additional year of extension and may or may not provide for the allowance of a fuel surcharge for each subsequent year. In the last renewal year we may retain 10% of all jobs for up to 1 year. CC Communications may terminate this agreement, in whole or in part, upon written notice after the occurrence of an Event of default by contractor. An Event of Default will occur: (i) If Contractor fails to perform its obligations under this Agreement or violates any term or condition of this Agreement, provided that such breach, if curable, is not cured within the time frames, if any, set forth in this Agreement or, if no time frame is specified and the breach is curable, within ten (10) calendar days following notice of written breach from CC Communications; (ii) If Contractor fails to perform in accordance with this Agreement three (3) or more times in any twelve (12) consecutive month period; (iii) Upon Contractors failure to maintain insurance coverage as specified herein, and such failure is not corrected within five (5) calendar days following written notice of such failure; (iv) If Contractor becomes involved in a labor problem or material supply that, in CC Communications' sole opinion, unacceptably impedes or slows down the provision of services or contracts; (v) If Contractor fails to make prompt payments for materials or labor used in providing services or contracts under this Agreement; (vi) Upon the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against the Contractor under any section or chapter of the United States Bankruptcy Code, if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted; (vii) Upon the insolvency, or making of an assignment for the benefit of creditors, or the institution of any reorganization arrangement or other readjustment of debt plan of or by the Contractor, not involving the United States Bankruptcy Code; or (viii) Upon the appointment of a receiver for all or substantially all of the Contractors assets or any corporate action taken by the board of directors in furtherance of the above action. Written notice pursuant to this section will specify the conditions permitting termination. The successful Contractor represents and warrants that: There are no current actions, suits, or proceedings, threatened or pending, which could have a material adverse affect on the Contractor's ability to fulfill its obligations under this agreement. Furthermore, the Contractor shall, upon gaining any knowledge of such suits, or threats shall immediately notify the management of CC Communications during the course, or warranty period of this contract.

26. **Insurance Coverage:** Throughout the term of this Agreement the Contractor and Subcontractors will be required to provide an active Insurance Certificate naming Churchill County, its Board of Churchill County Commissioners, CC Communications, a Nevada Enterprise, Its Agencies, and their employees as additional insured as follows:
- Commercial general liability insurance for bodily injury (including death) and property damage which provides limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and TWO MILLION DOLLARS (\$ 2,000,000.00) annual aggregate. The insurance coverage required by this will include contractual liability to cover the party's obligations under this Agreement, including its indemnity obligations and coverage for products/completed operations;
- Automobile liability insurance for bodily injury (including death) and property damage that provides total limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence to all owned, non owned and hired vehicles. Statutory worker's compensation and employers' liability insurance of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, applicable to the employers' liability coverage, for all employees engaged in services under this Agreement.
- The foregoing coverage's shall include broad form, all-states/other-states' coverage. The foregoing coverage shall be endorsed to include the insurer's waiver of subrogation in favor of CC Communications, its officers, representatives, agents and employees. A copy of each type of coverage shall be provided to CC Communications and effective prior to signing of the contract and the start of any work operations, including the mobilization of work forces and equipment.
- Any special projects ie: Railroad crossings, fuel pipeline crossings, ect. may require additional insurance coverage per private entity requirements on a per project basis. Obtaining any such coverage will be the sole responsibility of the Contractor and or Subcontractors, CC Communications may elect to cover the cost of any additional premiums associated with the additional insurance.
27. **Modification:** This agreement may be amended, changed or otherwise modified only by written agreement with the concurrence of, and by CC Communications.
28. **Waiver of Terms and Conditions:** Failure to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions or of any other terms or conditions.

29. **Precedence of Documents:** In case of conflict between provisions of this Agreement and provisions contained in any Work Order or Project Statement of work, the provisions in the Work Order or Project Statement shall govern. In case of conflict between provisions of this Agreement and provisions contained in any invoice, Work Order acknowledgement or other document submitted by the Contractor, the provisions of this Agreement shall govern.
30. **Severability:** If any term or provision of this Agreement shall be declared invalid, illegal or unenforceable, the invalidity, illegality or unenforceability thereof shall not affect the remaining terms or provisions.
31. **Applicable Law:** This Agreement, and the rights and obligations contained in it, shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction. Venue shall be Churchill County, Nevada.
32. **Right to Audit:** Contractor shall maintain complete and accurate records, in a form consistent with generally accepted accounting practices, to substantiate Contractors charges to CC Communications, and its compliance with any legal requirements or obligations. Such records shall include, but not be limited to, time cards and travel and expense reports. Contractor shall retain such records for a period of three (3) years from the last date of payment for the services and deliverables, or for a longer period of time if required by law. Upon written notice to Contractor, CC Communications or its authorized representative, shall have the right to audit Contractors books and records, at CC Communications expense. The scope of the audit shall be limited to matters relating directly and indirectly to performance of this Agreement and its Schedules and or Work Orders. Within five (5) business days of such notice, the parties will mutually agree upon the location, date and specific information to be audited. Audits will be conducted during normal business hours. If such an audit reveals that CC Communications has been overcharged greater than 5%, Contractor shall be liable for all costs associated with the audit and recovery of any overpayments.

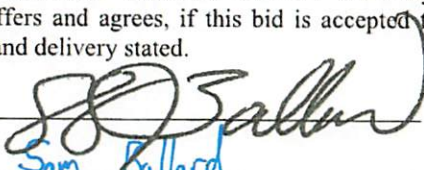
33. All pages of this Bid cost Submittal must be initialed, signed, and returned along with any other required Bid Submittal documentation mentioned throughout this Agreement. The bidder is solely responsible for accurately listing the prices for each item on the appropriate pages in the appropriate space provided on the bid cost form. CC Communications shall in no way be responsible for any mathematical computations due to the neglect of an incorrectly completed Bid. Failure to tally any required items or to omit the required documentation with the Bid cost Submittal will be considered a NO BID, and shall be direct grounds for disqualifying the Bidder. This bid will be awarded by CC Communications Management based on careful consideration of several factors, such as but not limited to, a completed bid package, cost of individual units on a per unit cost basis, ability of the Contractor to provide goods and services based on experience of a like nature, availability of owned equipment to provide for services including those of an emergency nature. CC Communications and the Churchill County Commissioners reserve the right to reject any and all bids. CC Communications and the Churchill County Commissioners reserve the right to negotiate any units with the successful bidder, which in the opinion of CC Communications may appear to be out of context in relation to industry standards.
34. CONTRACTOR MAY BE REQUIRED TO PROVIDE A PERFORMANCE BOND UP TO \$500,000.00 PRIOR TO AWARD. SAID PERFORMANCE BOND WILL BE RELEASED UPON SUCCESSFUL COMPLETION OF THE CONTRACT AT THE END OF THE CONTRACT PERIOD.
35. CONTRACTOR ACKNOWLEDGES THAT CC COMMUNICATIONS' FEDERAL PROCUREMENT POLICY TAKES PRECEDENT IN THE EVEN OF CONFLICTS BETWEEN THE BID AND THE POLICY. CONTRACTOR FURTHER ACKNOWLEDGES THAT IN THE EVENT ANY CONFLICTS ARISE BETWEEN THIS BID AND THE CODE OF FEDERAL REGULATIONS OR NRS, THOSE LAWS TAKE PRECEDENT.

The following documents MUST be submitted with the bid:

- a. Three (3) Recent references of unit work of a like nature and size of contract.
- b. State number of days contractor will require to start work after the bid is awarded.
- c. A complete list of all owned large equipment and specifically designate which equipment will be located in Fallon for use on this contract.
- d. Recent State of Nevada Department Of Business and Industry, Division of Industrial Relations, Safety Consultation and Training Section (SCATS) Certificate naming the "Competent Responsible Supervisor" as a participant.
- e. Recent State of Nevada Department Of Business and Industry, Division of Industrial Relations, Safety Consultation and Training Section (SCATS) Certificate naming the "Competent Construction Site Inspector" as a participant.
- f. A letter from the Contractor, on company letterhead, naming the "Competent Responsible Supervisor" as a "Competent" person covered under OSHA 1926.650 and .652 Standards, duly acting on behalf of the Contractor.
- g. A letter from the Contractor, on company letterhead, naming the "Competent Construction Site Inspector" as a "Competent" person covered under OSHA 1926.650 and .652 Standards, duly acting on behalf of the Contractor.
- h. Disclosure of Principals.
- i. Contractor's Verification of License Form, with copies of all licenses.

Firm Name NNE Construction, Inc. Address 4990 Victory Blvd
 City Elko State NV Zip Code 89801
 Telephone No. (775) 738-8745 Fax No. (775) 738-2405
 Federal Tax ID No. 88-0462956

In compliance with this "Invitation and Bid" and subject to all the Terms and Conditions thereof, the undersigned offers and agrees, if this bid is accepted to furnish any or all the items listed herein at the prices, terms, and delivery stated.

Signed  Date 2/21/2023
 Print Name Sam Ballard Title Director

DISCLOSURE OF PRINCIPALSPLEASE PRINT OR TYPE

NNE Construction, Inc. 775-738-8745
 Company Name Telephone Number (including area code)
4990 Victory Blvd. Elko, NV 89815
 Street Address City, State & Zip

NAME OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP, ETC.

<u>Richard Williams</u> Name	<u>President</u> Official Capacity
<u>286 Ashford Place</u> Street Address	<u>Spring Creek, NV 89815</u> City, State & Zip
<u>Marc Williams</u> Name	<u>Vice President</u> Official Capacity
<u>455 Depp Rd.</u> Street Address	<u>Fallon, NV 89406</u> City, State & Zip
<u>Sam Ballard</u> Name	<u>Director</u> Official Capacity
<u>6317 Angus Dr.</u> Street Address	<u>Elko, NV 89801</u> City, State & Zip
<u>Ida Craner</u> Name	<u>Treasurer</u> Official Capacity
<u>4771 Seneca Ave.</u> Street Address	<u>Elko, NV 89801</u> City, State & Zip
<u>Rebecca Williams</u> Name	<u>Secretary</u> Official Capacity
<u>455 Depp Rd.</u> Street Address	<u>Fallon, NV 89406</u> City, State & Zip
 Name	 Official Capacity
 Street Address	 City, State & Zip

TERMS AND CONDITIONS OF THE INVITATION AND BID

- 1) **PREPARATION OF BID**
 - a) Bidders are expected to examine the drawings, specifications and all instructions of this Invitation and Bid. Failure to do so will be at the bidder's risk.
 - b) Any irregularities or lack of clarity in the Invitation and Bid should be brought to the attention of CC Communications for correction or clarification. Unless ambiguities or irregularities existing in the Invitation and Bid are brought to the attention of CC Communications, they shall be construed in favor of CC Communications.
 - c) Any addendum issued shall forthwith become a part of the bid. Bidder shall be required to acknowledge the addendum by signing and returning it with the original bid documents.
 - d) A duly authorized representative of the bidding firm shall initial each sheet of the Invitation and Bid
 - e) Bidder shall furnish the required information typed or written in ink on this **ORIGINAL** form. **COPIES ARE NOT ACCEPTABLE.**
 - f) The person signing this bid must initial erasures or other changes in ink.
 - g) All prices quoted shall be F.O.B. destination and exclusive of Federal and State taxes.
 - h) Failure on the part of the bidder to submit specifications or technical information as requested may result in a bid disqualification.
 - i) In the event of an error in extension, unit price will prevail.
- 2) **SUBMISSION OF BIDS**
 - a) Bids and addenda thereto shall be enclosed in a sealed envelope addressed or delivered to CC Communications P.O. Box 1390 Fallon, NV 89407. CC Communications must receive all bids and addenda prior to the receiving time specified to be considered. All envelopes containing bids must have the name and address of the bidder, date of opening and the invitation number on the face of the envelope.
 - c) Hand delivered to: 899 S. Maine St, Fallon, NV 89406.
 - d) Facsimile or telephone bids will NOT be considered.
 - e) When a bid surety is required, such surety will be acceptable only in the form of a bid bond, certified check, or cashier's check in the amount prescribed. This surety must accompany the bid. After the CC Communications has made an award, the surety of the unsuccessful bidders shall be returned. The surety of the successful bidder shall be retained until satisfactory performance has been rendered.
- 3) **LATE BIDS**
 - a) Bids received after the receiving time specified in the Invitation and Bid shall be rejected.
 - b) **BIDDER SHALL NOTE THAT THE RECEIVING TIME IS NOT THE OPENING TIME.**
- 4) **NO BIDS**
 - a) In the event that the addressee chooses not to bid on this invitation, mark "NO BID" on the face of return envelope, enclose all original material, affix your firm name and address thereto and return it to CC Communications prior to date and hour of bid opening.
- 5) **WITHDRAWAL OF BIDS**
 - a) Bids may be withdrawn by written notice received prior to the bid opening time.
 - b) Withdrawal requests received after the bid opening time cannot be considered.
- 6) **AWARD OF CONTRACT**
 - a) Award shall be made on several factors of the bid, which is most advantageous to CC Communications. In all instances, the decision rendered by CC Communications shall be final.
 - b) CC Communications reserves the right to reject any or all bids, to waive any informalities in the bid form, and to hold the bids for a maximum of sixty (60) days from the date of opening before awarding or rejecting a bid.
 - d) A purchase order and/or contract issued to the successful bidder shall be considered sufficient notification of the award of bid.
 - e) No contract awarded may be assigned to any other person without the consent of the governing body. Requests for assignment shall be submitted to CC Communications.
- 7) **DEFAULT OF CONTRACT**
 - a) In case of default by a contractor receiving a bid award, CC Communications may procure the items or services from other sources and hold the contractor liable for any excess cost occasioned thereby.

CC COMMUNICATIONS REPRESENTATIVES

1. CC Communications: Regarding services to be provided, inspection of services rendered, payment information, and bidding requirements. All contractors shall direct all questions pertaining to this contract to the CC Communications representative or his designee as listed below.

Jay Lingenfelter

Outside Plant Supervisor

775-423-7171 Ext. 1248

Stewart Nichols

Outside Plant Engineer

775-423-7171 Ext 1416

Fax 775 423-8312

Contractor: All questions to the Contractor for services provided shall be directed to the person(s) listed below:

NNE Construction, Inc.
Company Name

Weston Williams
Contact Person

775-738-8745
Business Phone

801-669-1185
Cell Phone

775-738-2405
Business Fax

CONTRACTOR'S VERIFICATION FORM

Please list all Nevada Contractors Licenses and classes and provide copies of all Licenses

<u>NNE Construction, Inc.</u>	<u>0069071</u>	<u>A</u>
Firm Name	Nevada Contractors License #	Class
<u>NNE Construction, Inc.</u>	<u>0073131</u>	<u>C-2</u>
Firm Name	Nevada Contractors License #	Class
_____	_____	_____
Firm Name	Nevada Contractors License #	Class
_____	_____	_____
Firm Name	Nevada Contractors License #	Class
_____	_____	_____
Firm Name	Nevada Contractors License #	Class

Sam Ballard (Name of Officer) is authorized to bid and enter into this contract for the above listed firm. Contractor's contact number is 775-217-2606.

This Firm is: (check one)

☒ corporation _____ partnership _____ sole proprietorship

Other _____

Principal Officers:

Name	Signature	Title
<u>Richard Williams</u>	<u>[Signature]</u>	<u>President</u>
<u>Marc Williams</u>	<u>[Signature]</u>	<u>Vice President</u>
<u>Sam Ballard</u>	<u>[Signature]</u>	<u>Director</u>
<u>Ida Craner</u>	<u>[Signature]</u>	<u>Treasurer</u>

Owners not listed above

_____	_____	_____
_____	_____	_____
_____	_____	_____

I Ida Craner (Name of Officer) certify that the above include all Officers, Owners, and Financial Partners of the above-mentioned Firm corporate structures to the best of my Knowledge.

Ida C. Craner
Signature of Officer

CC Communications
Spring Creek Units

RUS CONSTRUCTION CODE	SUB-UNITS PERTAINING TO MAIN RUS UNIT	A VERY BRIEF DESCRIPTION OF THE CONSTRUCTION UNIT. FOR A COMPLETE DESCRIPTION REFER TO UNIT SPECIFICATIONS	BASIS FOR UNIT OF PAYMENT	INSTALL ITEM AS PER JOB DESIGN
BFC		Hand Dig		
	BFC()NE24	Hand Dig 24"	PER LN FT.	\$ 15.00
	BFC()NE24F	Hand Dig Frost	PER LN FT.	\$ 20.00
	BFC()NE30	Hand Dig 30"	PER LN FT.	\$ 20.00
	BFC-SUFFIX "P"	Excavation in congested area over 50'	PER LN FT.	\$ 1.75
BM		Buried Miscellaneous Units		
	BM60	Bore 1-1.25" up to 3-2"	PER LN FT.	\$ 45.00
	BM60(1)(1.25)	1 - 1.25" innerduct	PER LN FT.	\$ 35.00
	BM60(2)(1.25)	2 - 1.25" innerduct	PER LN FT.	\$ 40.00
	BM60(1)(2")	1 - 2" innerduct	PER LN FT.	\$ 50.00
	BM60(2)(2")	2 - 2" innerduct	PER LN FT.	\$ 60.00
	BM60(1)(MD)	1 - Future Path Multiduct	PER LN FT.	\$ 65.00
	BM60(2)(MD)	2 - Future Path Multiduct	PER LN FT.	\$ 75.00
	BM60(D)	Bore drop 18" deep	PER LN FT.	\$ 20.00
	BM60(FROST)	Frost adder	PER LN FT.	\$ 1.75
	BM60(City)	Bore (Congested City) 1-1.25" up to 3-2"	PER LN FT.	\$ 75.00
	BM60D(City)	Bore drops in city of elko.	PER LN FT.	\$ 16.00
	BM64(2)	Placement of 2" steel pipe (trenching N/A)	PER LN FT.	\$ 5.00
	BM77	4' wide X 4' deep X 8' long Splice Pit	PER EACH	\$ 437.00
	BM-77-6	4' wide X 4' deep X 8' long Splice Pit	PER EACH	\$ 625.00
PH		Potholes		
	PH (Concrete)	Pothole concrete in city.	PER EACH	\$ 280.00
	PH (Asphalt)	Pothole Asphalt in city.	PER EACH	\$ 280.00
	PH (Difficult)	Pothole, difficult to find or perform.	PER EACH	\$ 400.00
UHC		Underground Handhole		
	UHC - 9 Dirt	P-9 Handhole	PER EACH	\$ 250.00
	UHC - 9 (City)	P-9 Handhole (City)	PER EACH	\$ 400.00
	UHC-36	P-36 Handhole	PER EACH	\$ 430.00
	UHC-36(City)	P-36 Handhole (City)	PER EACH	\$ 724.00
	UHC-1730	P-1730 Handhole	PER EACH	\$ 430.00

	UHC-1730(City)	B1730 Handhole (City)	PER EACH	\$ 724.00
	UHC-48	UHC-48 Handhole	PER EACH	\$ 1,087.00
	UHC-48(City)	UHC-48 Handhole (City)	PER EACH	\$ 1,225.00
UD		Underground Duct		
	UD(1X1-Up to 2")E24	Trench to 24" Cover and Place Conduit One Way	PER LN FT.	\$ 7.70
	UD(1X2-Up to 2")E24	Trench to 24" Cover and Place Conduit Two Way	PER LN FT.	\$ 8.00
	UD(1X1-Anysize)(F)E24	Plow One Duct at min. Depth of 24" One Way	PER LN FT.	\$ 2.25
	UD(1X2-Anysize)(F)E24	Plow Two Duct at min. Depth of 24" Two Way	PER LN FT.	\$ 2.50
	UD(1X1-Up to 2")E36	Trench to 36" Cover and Place Up to 2" Conduit One W	PER LN FT.	\$ 7.80
	UD(1X2-Up to 2")E36	Trench to 36" Cover and Place Up to 2" Conduit Two W	PER LN FT.	\$ 8.00
	UD(1X1-Anysize)(F)E36	Plow One Duct at min. Depth of 36" One Way	PER LN FT.	\$ 2.73
	UD(1X2-Anysize)(F)E36	Plow Two Duct at min. Depth of 36" Two Way	PER LN FT.	\$ 3.00
	UD(1X1-Up to 2")E42	Trench to 42" Cover and Place Up to 2" Conduit One W	PER LN. FT.	\$ 8.47
	UD(1X2-Up to 2")E42	Trench to 42" Cover and Place Up to 2" Conduit Two W	PER LN. FT.	\$ 9.00
	UD(1X1-Anysize)(F)E42	Plow One Duct at min. Depth 42" Cover One Way	PER LN. FT.	\$ 7.00
	UD(1X2-Anysize)(F)E42	Plow Two Duct at min. Depth 42" Cover Two Way	PER LN. FT.	\$ 12.00
	UD(1X1-Anysize)(F)E48	Plow One Duct at min. Depth of 48" One Way	PER LN FT.	\$ 7.00
	UD(1X2-Anysize)(F)E48	Plow Two Duct at min. Depth of 48" Two Way	PER LN FT.	\$ 12.00
	UD(1X1-3")E48	Trench to 48" Cover and Place 3" Conduit One Way	PER LN FT.	\$ 9.00
	UD(FROST)	Trench frost adder	PER LN FT.	\$ 1.50
	Y Cast	Install Y Cast (Split Y)	PER EACH	\$ 50.00
UO		Fiber Optic Cable		
	UO(Any Size)	Place Fiber Optic Cable in Duct	PER LN FT.	\$ 1.00
		Override Fiber Optic Cable in Duct	PER LN FT.	\$ 2.55
UV		Underground Vault		
	UV 3048	Underground Vault, 3048 Box	PER EACH	\$ 1,287.00
	UV 3048 (City)	Underground Vault, 3048 Box (City)	PER EACH	\$ 1,425.00
	UV-3048-I	Underground Intercept Vault, 3048-I Box	PER EACH	\$ 1,500.00
	UV-3048-I (City)	Underground Intercept Vault, 3048-I Box (City)	PER EACH	\$ 2,000.00
SE				
	SEF(Up to 12 FIBERS)	Place Aerial Fiber Optic Service Drop	PER LN FT.	\$ 1.75
	SEG(Up to 12 FIBERS)	Pull Underground Fiber Optic Service Drop in Conduit	PER LN FT.	\$ 1.45
	SEG(Up to 12 FIBERS)	Override Existing Underground Fiber Optic Service Drop in	PER LN FT.	\$ 2.25
	SEB(up to 12 FIBER)	Direct Bury Fiber Drop 12" deep	PER LN FT.	\$ 2.25
TE				
	TE-L	Cable Locator with Veh, C. Phone & Locator Equip.	PER HR.	\$ 143.75
	TE-1R	One person - Installation / Repair with Truck & Tools	PER HR.	\$ 143.75

SPLICING				
	up to 96	Splice up to 96 fibers	PER THREAD	\$ 12.00
	96 to 288	Splice between 96 and 288 fibers	PER THREAD	\$ 10.00
	over 288	Splice over 288 fibers	PER THREAD	\$ 8.00
	Large dome case	Prep and install fibers	PER EACH	\$ 550.00
	Small dome case	Prep and install fibers	PER EACH	\$ 450.00
	Splitter	Install and Splice splitter	PER EACH	\$ 150.00
	Trailer		PER DAY	\$ 250.00



♦ Richard J. Williams, President ♦ Marc A. Williams, Vice President ♦

State of Nevada License #0069071, #0069072, #0073131

State of Utah License # 7257836-5551

Tax ID #88-0462956

Elko Office

4990 Victory Blvd.

Elko, NV. 89801

Phone 775-738-8745

Fax 775-738-2405

nneelko@frontiernet.net

Fallon Office

122 Quintin Way

Fallon, NV. 89406

Phone 775-423-4854

Fax 775-423-0380

February 21, 2023

Recent References of Work and Required Days to Begin Work

- CC Communications Unit Contract, Fallon NV
 - Jay Lingenfelter; Construction Supervisor
 - 775-427-1254
- Frontier Communications Unit Contract, Elko NV
 - Cory Spencer; Area Manager
 - 760-514-8359
- NV Energy Unit Contract, Elko NV
 - Dick Campbell; Area Manager
 - 775-376-3772

NNE Construction, Inc. can begin work immediately.

Sincerely,

Marc A. Williams

Vice President

NNE Equipment List

Asset ID	Old ID	Asset Description	Asset Type
1-104	168	2015 Chevrolet Silverado K1500	Truck
1-105	167	2016 Chevrolet Silverado 2500 HD	Truck
1-107	166	2016 Chevrolet Silverado 3500 HD	Truck
1-108	157	2017 Chevrolet Silverado 3500 HD	Truck
1-110	175	2018 Chevrolet Silverado K3500	Truck
1-112	179	2018 Chevrolet Silverado K3500 (Motor Carrier)	Truck
1-113	182	2018 Chevrolet Silverado 3500	Truck
1-114	184	2018 Chevrolet Silverado 3500	Truck
1-115	161	2019 Chevrolet Silverado 3500 (Motor Carrier)	Truck
1-116	185	2019 Chevrolet Silverado 3500	Truck
1-117	186	2019 Chevrolet Silverado 3500 (Motor Carrier)	Truck
1-118	190	2020 Chevrolet Silverado 2500	Truck
1-119		2020 Chevrolet Silverado 3500	Truck
1-120		2021 Chevrolet Silverado 3500	Truck
1-121		2021 Chevrolet Silverado 3500	Truck
1-122		2021 Chevrolet Silverado 3500	Truck
1-201	125	1991 Dodge Ram W350 (Snow Plow)	Truck
1-203	111	2003 Dodge Ram 2500 Quad	Truck
1-208	144	2012 Dodge Ram 2500 Crew	Truck
1-210	143	2012 Dodge Ram 3500 Crew	Truck
1-212	103	2013 Dodge Ram Utility Truck (Motor Carrier)	Truck
1-213	164	2014 Dodge Ram 2500	Truck
1-214	155	2015 Dodge Ram 1500	Truck
1-215	158	2015 Dodge Ram 2500	Truck
1-216	159	2015 Dodge Ram 2500	Truck
1-217	156	2015 Dodge Ram 3500	Truck
1-218		2013 Dodge Ram 2500ST	Truck
1-307	160	2020 Ford 350 Super Duty Long Bed	Truck
1-308	162	2020 Ford 350 Super Duty Long Bed	Truck
1-309	183	2019 Ford 350 Super Duty	Truck
1-312		2021 Ford 450 Super Duty (Motor Carrier)	Truck
1-313		2021 Ford 350 Super Duty	Truck
1-314		2021 Ford 350 Super Duty (Motor Carrier)	Truck
1-315		2021 Ford 350 Super Duty	Truck
1-316		2020 Ford 250 Super Duty	Truck
1-317		2022 Ford 350 Super Duty (Motor Carrier)	Truck
1-318		2022 Ford 350 Super Duty (Motor Carrier)	Truck
1-402	101	2009 GMC Sierra K2500 SLE	Truck
1-403	169	2016 GM Sierra K 350	Truck
1-404	170	2016 GM Sierra K 350	Truck
1-405	173	2016 GM Sierra K 3500	Truck
1-407	180	2018 GMC Sierra 2500HD	Truck
1-410	187	2019 GMC Sierra Denali	Truck
1-411	102	2020 GMC Sierra 3500	Truck
1-412		2021 GMC Sierra Denali	Truck
1-413		2022 GMC Sierra 3500 (Motor Carrier)	Truck
1-414		2022 GMC Sierra 3500	Truck
1-501	113	2009 Dodge 5500 Altec Bucket Truck	Truck
1-502	109	2000 Ford F650 Altec Bucket Truck	Truck
1-503	108	2003 Ford F550 Bucket Truck	Truck
1-504	134	2003 Ford F550 Bucket Truck	Truck
1-506	112	2017 Ford 550 DA Bucket Truck	Truck
1-601	135	1994 Mazda Cab Plus	Truck/Light Vehicle
2-101	201	1995 Ford Boom Truck	Motor Carrier

2-102	204	1996 GMC Teco 70' Yellow Bucket Truck	Motor Carrier
2-103	219	2000 International 4900 85' Bucket Truck	Motor Carrier
2-202	217	2001 Freightliner FL80 4X4 Digger Derrick	Motor Carrier
2-302	203	1992 Ford Dump Truck	Motor Carrier
2-303	227	2010 International 7600 Dump Truck	Motor Carrier
2-404	225	2012 International Semi	Motor Carrier
2-406	200	2011 Peterbilt 365 Sleeper Semi	Motor Carrier
2-502	205	1988 International 4000 Gal Vac Truck	Motor Carrier
2-503	220	2000 International Vac Truck	Motor Carrier
2-504	213	2000 Sterling Vaccon Vac Truck	Motor Carrier
2-601	207	1991 International 2500 Gal Water Truck	Motor Carrier
2-602	210	2007 International 4000 Gal Water Truck	Motor Carrier
2-603	212	2009 Peterbilt 340 Water Truck	Motor Carrier
2-604		2015 Freightliner 4000 Gal Water Truck	Motor Carrier
2-701		2022 Dodge Ram 5500	Motor Carrier
2-703		2022 Dodge Ram 5500	Motor Carrier
3-102	349	1964 Hogg Davis Cable Pull Trailer	Trailer
3-104	393	2019 Larson Cable Pull Trailer	Trailer
3-105	360	Frontier Hyd Cable Trailer	Trailer
3-106	339	1965 Talbert Hyd Cable Trailer	Trailer
3-107	337	1967 Standard Hyd Cable Trailer	Trailer
3-109	328	1991 Military Cable Reel Trailer (Rope)	Trailer
3-115		I-85 Wheeler Reeler Cable Trailer	Trailer
3-116		2021 Rally Cable Reel Trailer	Trailer
3-201	363	1998 Dutchman Camper Trailer	Trailer
3-202	300	2001 ALJO 37' Camp Trailer	Trailer
3-203	301	2001 ALJO 37' Camp Trailer	Trailer
3-299		2022 Norstar Dump Trailer	Trailer
3-300		2022 Norstar Dump Trailer	Trailer
3-301	305	2006 Big Tex Dump Trailer	Trailer
3-302	371	2016 Texa Dump Trailer	Trailer
3-303	384	2017 Big Tex Dump Trailer	Trailer
3-306	392	2020 PJ DM Dump Trailer	Trailer
3-307	377	2016 Big Bubba (Rich's side x side trailer)	Trailer
3-308	355	2011 Carry-On Enclosed Trailer	Trailer
3-309	376	2011 Carry-On Flatbed Trailer (Welding Trailer)	Trailer
3-311	357	2012 Carry-On Enclosed Trailer (ICT/Mitch)	Trailer
3-313	354	2013 Carry-On Enclosed Trailer (RW)	Trailer
3-314	368	2016 Carry-On Enclosed Trailer	Trailer
3-315	317	1999 Haulmark Enclosed Trailer (Swope)	Trailer
3-316	316	2006 Haulmark Enclosed Trailer (Fiber Op.)	Trailer
3-317	364	2011 Interstate Enclosed Trailer (ICT)	Trailer
3-318	327	1996 Mighty Mover Enclosed Trailer (Lineman Trailer)	Trailer
3-319	331	2000 Pace Enclosed Trailer	Trailer
3-320	382	2017 Orlandi Enclosed Enclosed Trailer (Fiber Op.)	Trailer
3-321		2019 Haulmark Enclosed Trailer (Building Maintenance)	Trailer
3-322		2021 ATC Enclosed Trailer (Fiber Op.)	Trailer
3-327		2004 Mirage Enclosed Trailer (New Tower Trailer)	Trailer
3-401	353	Free Fusion Trailer	Trailer
3-402	304	1991 Bestway Car Hauler Trailer	Trailer
3-403	395	2016 Big Tex Flat Trailer	Trailer
3-405	390	2019 Big Tex 20' Pintle Trailer	Trailer
3-407	308	1979 Burkeen Trailer (Burkeen Plow)	Trailer
3-409	370	2020 Interstate 16' Tilt Deck	Trailer
3-410	367	2020 IPT 18' TRAILER	Trailer

3-412	362	2007 MK T Flatbed (Dave Gowan)	Trailer
3-413	332	2007 Paiute Trailer	Trailer
3-415	396?	2020 PJTM Flatbed Trailer	Trailer
3-416	366	2017 Snake River Trailer (Gator)	Trailer
3-417	351	2008 Trail King (Flatbed Beavertail)	Trailer
3-418	341	1989 Trail Max Trailer (Beavertail)	Trailer
3-419	343	1996 Traileze Flatbed	Trailer
3-421	347	1992 Yacht (Snowmobile Trailer)	Trailer
3-422	311	2010 C&B Trailer (Gooseneck)	Trailer
3-423	389	2019 Snake River Gooseneck	Trailer
3-427	344	1994 Trao Semi Trailer	Trailer
3-428	346	2006 Witzco Semi Trailer (Lowboy)	Trailer
3-429		2021 C&B Flatbed Trailer	Trailer
3-431		2022 PJ Tilt Bed Trailer	Trailer
3-435		2022 Interstate 40TDL Trailer	Trailer
3-501	352	2012 Assembled Mud Trailer	Trailer
3-502	307	2000 Bourges 1500 Mud Mix Trailer	Trailer
3-504	313	1980 Ditch Witch Mud Mix Trailer	Trailer
3-506	359	2001 Overbuilt Mud Reclaimer Semi Trailer	Trailer
3-508	350	2011 Big Tex 1000 Gal Mud Mix / Reclaimer Trailer	Trailer
3-509		2021 Ditch Witch Mud Mix Trailer (4-310)	Trailer
3-510		2017 Ditch Witch Mud Mix Trailer	Trailer
3-602	326	2000 Maxey Trailer (Vac Master)	Trailer
3-603	381	2014 VacTron AIR833 Vac Trailer	Trailer
3-604	338	2015 Ditch Witch 800 Gal Vac Trailer	Trailer
3-607		2020 Ditch Witch HX75 Vac Trailer	Trailer
3-608		2021 Ditch Witch HX50 Vac Trailer	Trailer
3-609		2021 Ditch Witch HX75 Vac Trailer	Trailer
3-610		2021 Ditch Witch HX50 Vac Trailer	Trailer
3-611		2021 Ditch Witch HX50 Vac Trailer	Trailer
3-613		2022 Ditch Witch HX50 Vac Trailer	Trailer
3-702	303	1966 Military Water Trailer	Trailer
3-703	320	1991 META Trailer (Pontoon Boat)	Trailer
3-704	321	1982 Case (Horse Trailer)	Trailer
3-705	323	1982 John Trailer (Small Military / Spraying Weeds)	Trailer
3-706	361	1988 Altec Trailer (Pole)	Trailer
3-707	380	1994 Container Trailer (Storage)	Trailer
3-708	309	1995 Calen Trailer (Lawn)	Trailer
3-712		Message Board Trailer	Trailer
3-713		2007 AZTE Utility Trailer (John Dagley)	Trailer
3-7606	394	2012 Ditch Witch FX60 Vac Trailer	Trailer
3-801C	5-910	2013 MixKing Concrete Mixing Trailer	Trailer
3-802C		2022 MixKing Concrete Mixing Trailer	Trailer
3-803C		2022 MixKing Concrete Mixing Trailer	Trailer
4-101	472	Atlas Copco 185 CFM	Heavy Equipment
4-102	486	2019 Atlas Copco 185 CFM	Heavy Equipment
4-104	470	Multi Quip 185 CFM	Heavy Equipment
4-105	471	Sullair 185 CFM	Heavy Equipment
4-107		2014 Doosan 185 CFM	Heavy Equipment
4-109		2016 Atlas Copco 650 CFM	Heavy Equipment
4-201	410	1999 Case 580 Super L Backhoe	Heavy Equipment
4-202	419	2017 Case 580SNT4A Backhoe	Heavy Equipment
4-203	405	Cat 416 Series II Backhoe	Heavy Equipment
4-211	488	2013 Cat 420F ST C Backhoe	Heavy Equipment
4-212	449	2014 CAT 420F ST C Backhoe	Heavy Equipment

4-214	414	1993 JCB 2145 Backhoe	Heavy Equipment
4-215	403	1981 John Deere 310 Backhoe	Heavy Equipment
4-216	409	2006 John Deere Backhoe	Heavy Equipment
4-302	459	2014 Ditch Witch AT 60	Heavy Equipment
4-304	416	1993 Ditch Witch JT 440	Heavy Equipment
4-306	422	2001 Ditch Witch JT 2720	Heavy Equipment
4-307	421	1999 Ditch Witch JT 4020	Heavy Equipment
4-309	418	1999 Ditch Witch JT 7020	Heavy Equipment
4-311		2017 Ditch Witch JT 20	Heavy Equipment
4-312		2021 Ditch Witch JT 10	Heavy Equipment
4-313		2018 Ditch Witch JT 30	Heavy Equipment
4-403	451	1990 Cat D8-N Dozer	Heavy Equipment
4-404	450	1997 John Deere 750C Dozer	Heavy Equipment
4-405	452	2007 John Deere 450 JLT Dozer	Heavy Equipment
4-406	484	2018 750K John Deere Crawler Dozer	Heavy Equipment
4-502	455	2007 John Deere 200 CLC Excavator	Heavy Equipment
4-504	401	1979 Cat 12F Grader	Heavy Equipment
4-505	499	2012 John Deere 770G Grader	Heavy Equipment
4-506	432	2013 John Deere 624K Loader	Heavy Equipment
4-601	497	2015 Cat Mini Excavator	Heavy Equipment
4-603	456	2013 John Deere 35D Mini Excavator	Heavy Equipment
4-604	438	2018 John Deere 50G Mini Excavator	Heavy Equipment
4-607		2019 John Deere 35G Mini Excavator	Heavy Equipment
4-609		2022 John Deere 35G Mini Excavator	Heavy Equipment
4-610		2022 Cat 308 Mini Excavator	Heavy Equipment
4-701	433	Burkeen Trencher	Heavy Equipment
4-702	434	Case Maxi Sneaker Plow	Heavy Equipment
4-704	428	Ditch Witch 410SX Plow	Heavy Equipment
4-705	429	2003 Ditch Witch 410 SX Plow	Heavy Equipment
4-706	430	Ditch Witch 420SX Plow	Heavy Equipment
4-708		2007 Ditch Witch 420SX Trencher/Plow	Heavy Equipment
4-709	426	1997 Ditch Witch 7610 Ride-On Trencher	Heavy Equipment
4-711		2020 Ditch Witch RT80 Ride-On Trencher	Heavy Equipment
4-712		2012 Ditch Witch RT115 Q Trencher/Plow	Heavy Equipment
4-803	491	Mitsubishi FG20 Forklift	Heavy Equipment
4-805	498	2019 Cat 289D Skid Steer	Heavy Equipment
4-808	461	2003 Bobcat 763 Skid Steer	Heavy Equipment
4-809		2020 Ditch Witch SK1550 Skid Steer	Heavy Equipment
4-8091		2022 Ditch Witch SK1550 Skid Steer	Heavy Equipment
4-810		2020 Ditch Witch SK3000 Skid Steer	Heavy Equipment
4-811		2020 Ditch Witch R300 Ride-On Grouter	Heavy Equipment
4-812	436	2012 Sweeper Ride On 8' Windrow	Heavy Equipment
4-813	440	Massey Ferguson Tractor	Heavy Equipment
4-815	457	Kodiak Snow Blower	Heavy Equipment
4-816		2016 Kubota M7-171	Heavy Equipment
4-818		JCB 930-4 Forklift	Heavy Equipment
4-819		2008 New Holland TV140	Heavy Equipment
4-820		2022 Kodiak Snow Blower	Heavy Equipment
4-902	462	2016 John Deere Gator (Diesel)	OHV
4-904	475	2012 Kawasaki Trans 4x4 (Diesel)	OHV
4-905	479	2010 Polaris Ranger Crew	OHV
4-906	480	2017 Polaris Ranger Crew (Blue)	OHV
4-907	482	2017 Polaris Ranger Crew	OHV
4-908	485	2020 Polaris Crew (Camo)	OHV
4-909	469	2020 Polaris Ranger Crew (Gold)	OHV

4-910	477	2005 Yamaha Rhino 660	OHV
4-912	490	1985 LMC Snow Cat	OHV
4-913	492	1985 Thiokol Snow Cat	OHV
4-903	478	2001 Kawasaki KVF 300	OHV
5-202	527	Milwaukee Cat Core Drill 4094	Equipment
5-205	568	2017 Milwaukee 4270-21 9 Amp	Equipment
5-206	559	2017 Milwaukee 4270 21 9 Amp	Equipment
5-208	532	2006 Dewalt DW505K	Equipment
5-209	530	Milwaukee Cat 5380-21	Equipment
5-301	577	B&S 1150 Engine 3500 Watt Generator	Equipment
5-305	536	Generac GP5500	Equipment
5-306	538	Generac 0059301	Equipment
5-308	523	2012 American Honda Generator	Equipment
5-315	537	2008 Olympian G25G1S	Equipment
5-318	576	Robin RGV 6100 Generator	Equipment
5-320	545	Small Generator PW900806	Equipment
5-413	562	3M Dynatel 2273-U3T3	Equipment
5-421	578	Ditch Witch 950T	Equipment
5-441	579	Subsite 752 Tracker	Equipment
5-505	540	Citation 1000	Equipment
5-601		Big Ledge Pump (Old Pump From Shed 1)	Equipment
5-602	531	Arnco TM362-13	Equipment
5-603	553	STIHL BT121	Equipment
5-604	567	2018 Warren Rupp SPA 1 12V	Equipment
5-701	548	2014 Warren Pump SPA40-E	Equipment
5-707	525	14" Partner K650 Active Demo Saw	Equipment
5-711	535	Milwaukee Cat 6232-21 6232-20	Equipment
5-712	533	Milwaukee Cat 6509	Equipment
5-813	520	Mikasa MVC 77 11	Equipment
5-814	521	Multi Quip MTX70HD	Equipment
5-816	547	Wacker Vibratory	Equipment
5-817	558	2013 Multi Quip MTX70HD	Equipment
5-836	564	2016 Millermatic 141 w/auto set 120 V	Equipment
5-901	534	Arnco	Equipment
5-906	580	Grundomat Underground Boring Tool	Equipment
5-912	550	Genisys Touch Kit	Equipment
5-916	508	Arnco Fiber Jet	Equipment
5-9162	546	Arnco Air Track HD	Equipment
5-920	522	Ben Pearson Lift 12000-4	Equipment
5-928	552	Kasco Landscaper KLS-72	Equipment
5-933	544	Ryan Jr. Sod Cutter 544844-9010	Equipment
5-934	557	2016 Pac-Van 40' Security Container	Equipment
5-010C		Concrete Batch Plant	
5-011C		2022 Skid-Mounted Concrete Mixer	Equipment
5-012C		2022 Skid-Mounted Concrete Mixer	Equipment
5-102	569	Pac Equipment 8 Gal Air Compressor	Equipment
5-103	570	Quincy QT5 Air Compressor	Equipment
5-104	593	2016 Quincy QT-7.5 Air Compressor	Equipment
5-203	583	Milwaukee Core Drill	Equipment
5-204		Utilicor MC450 (10"Bit, 2020 Skid Steer Attachment)	Equipment
5-210		Yellow Rock Hammer (Hitachi)	Equipment
5-211		2021 Ditch Witch Skid Steer Vibratory Drop Plow	Heavy Equipment
5-303	565	Cummins GGFD 35k 1P NG	Equipment
5-309	595	Honda EU3000is Generator	Equipment
5-310		2018 Honda EU 3000is	Equipment

5-311		3500W Honda Generator (Antique)	Equipment
5-312	526	Honda EB3500 Generator	Equipment
5-316	515	Porter Cable GX390	Equipment
5-321		Honda EU2200	Equipment
5-433		DigiTrak Falcon F5 Locator	Equipment
5-434		DigiTrak Falcon F5 Locator	Equipment
5-442	563	Subsite TD Recon 102-1608 /102-1622	Equipment
5-4430		2020 Subsite Commander 7 Display	Equipment
5-4431		2020 Subsite Repeater	Equipment
5-4432		2020 Subsite TK Recon4 Tracker	Equipment
5-451		2020 Arrow Gold GPS Drilling Tracker	Equipment
5-501	500	Hotsy	Equipment
5-502	599	Still American Geyser Pressure Washer	Equipment
5-504	514	Pressure Washer	Equipment
5-702	501	12" Demo Saw	Equipment
5-704	502	14" Demo Saw	Equipment
5-708		14" STIHL TS420 Concrete Saw	Equipment
5-709	511	MK Diamond Products MK 1600	Equipment
5-710	517	Target PAC IV 13H	Equipment
5-716		14" Husqvarna K970 Demo Saw	Equipment
5-717		14" Husqvarna K970 Demo Saw	Equipment
5-718		16" Husqvarna K970 Demo Saw	Equipment
5-719		16" Husqvarna K970 Demo Saw	Equipment
5-720		14" Husqvarna K770 Demo Saw	Equipment
5-721		14" Husqvarna K770 Demo Saw	Equipment
5-801		2019 Mikasa Wacker	Equipment
5-802		2019 Mikasa Wacker	Equipment
5-803		2019 Mikasa Wacker	Equipment
5-804		2019 Mikasa Wacker	Equipment
5-805		2019 Mikasa Wacker	Equipment
5-806		2016 Multiquip MTX70HD	Equipment
5-807	503	Multi Quip MT-54F Mikasa	Equipment
5-808	504	Multi Quip MT-65H	Equipment
5-809	505	Multi Quip MTX-70	Equipment
5-810	510	Multi Quip MTX-70	Equipment
5-811	518	Multi Quip MT-65H	Equipment
5-815	528	1995 Rammax L 40AE-DVR	Equipment
5-818	566	2017 Multi Quip MTX70HD	Equipment
5-821	590	2018 Wacker Neuson Rammer BS60-4As	Equipment
5-822	591	2017 Wacker Neuson Rammer BS60-4As	Equipment
5-823		2021 Multi Quip Vibratory Plate	Equipment
5-833		2019 Bobcat Welder 250	Equipment
5-834	575	2016 Lincoln Electric 140 HD	Equipment
5-837	588	Milleromatic 120 Welder	Equipment
5-838	589	Milleromatic 252 Welder	Equipment
5-839	587	Bobcat 225 Welder	Equipment
5-840		Miller 500 Welder	Equipment
5-842		Miller 280 NT Welder	Equipment
5-903	594	DV-30 Auger	Equipment
5-9040		Drill Beacon 86Bv3	Equipment
5-9041		Drill Beacon 86Bv3	Equipment
5-9042		2020 Subsite 17T4G	Equipment
5-907		CAT Brush Cutter (Skid Steer)	Equipment
5-908		Danuser Mega Mixer R75	Equipment
5-909		2016 Multiquip Concrete Finisher	Equipment

5-911	582	Felco Bedding Conveyor	Equipment
5-913	551	Genisys Touch Kit	Equipment
5-9140	443	McELROY 618 Tracstar Fusion Machine	Equipment
5-915	435	Landa Mobile System Gin Pole	Equipment
5-9163		Ultimaz P2P Pusher	Equipment
5-9164		Pneumatic Minijet	Equipment
5-9190		Allmand Brothers Light Tower	Equipment
5-9191		Allmand Brothers Light Tower	Equipment
5-921	554	2015 Tire Mounting Lift	Equipment
5-923		Kaelus iPA-0707A	Equipment
5-924		Kaelus iPA-1921A	Equipment
5-925		Kaelus iPA-0850A	Equipment
5-927	598	Mechanical Scanner	Equipment
5-929		2019 Teamco Snowblast 8600A	Equipment
5-930		AFL Arc Fusion Splicer	Equipment
5-931		AFL Arc Fusion Splicer	Equipment
5-932		AFL Arc Fusion Splicer	Equipment
5-937		2020 Ditch Witch MT16 Micro Trenching Attachment	Equipment
5-938		2020 Ditch Witch MT12 Micro Trenching Attachment	Equipment
5-940	574	Swisher FCI4566CPKA Trail Mower	Equipment
5-941	581	DR Trimmer/Mower	Equipment
5-942		APT M160 Jackhammer	Equipment
5-945		Teamco Snowblast 8600A	Equipment
2-104		2015 Freightliner Versalift Bucket Truck	Truck
2-408		Freightliner M2 112 Semi	Motor Carrier
2-506		2019 Western Star Vac Truck	Motor Carrier
3-511		2021 Ditch Witch Mud Mix Trailer (4-312)	Trailer
3-612		2021 Ditch Witch HX75 Vac Trailer	Trailer
4-108		2014 Doosan 450 CFM	Heavy Equipment
4-310		2020 Ditch Witch JT 10	Heavy Equipment
4-713		2021 Ditch Witch RT80 Ride-On Trencher	Heavy Equipment
4-817		2021 Cat 259 Skid Steer	Heavy Equipment
5-2031		Milwaukee Core Drill	Equipment
5-322		Honda EU3000 Generator	Equipment
5-4433		2021 Subsite TK Recon1 Tracker	Equipment
5-4434		2021 Subsite TD Recon Display	Equipment
5-841		Miller 325 Welder (Trailblazer)	Equipment

NNEC Construction ^I_C

Utility Contractor/ Directional Drilling/Telecommunications

♦ Richard J. Williams, President ♦ Marc A. Williams, Vice President ♦

State of Nevada License #0069071, #0069072, #0073131

State of Utah License # 7257836-5551

Tax ID #88-0462956

Elko Office

4990 Victory Blvd.

Elko, NV. 89801

Phone 775-738-8745

Fax 775-738-2405

nneelko@frontiernet.net

Fallon Office

122 Quintin Way

Fallon, NV. 89406

Phone 775-423-4854

Fax 775-423-0380

February 20, 2023

CC Communications:

Richard Williams and Heneli Saili are both a "Competent Responsible Supervisor" and are "Competent" people covered under OSHA 1926.650 and .652 Standards, duly acting on behalf of NNE Construction.

Sincerely,



Marc A. Williams

Vice President

NNEC Construction ^I_N_C

Utility Contractor/ Directional Drilling/Telecommunications

♦ Richard J. Williams, President ♦ Marc A. Williams, Vice President ♦

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Fallon Office

122 Quintin Way

Fallon, NV. 89406

Phone 775-423-4854

Fax 775-423-0380

February 20, 2023

CC Communications:

Emily Moss is a "Competent Construction Site Inspector" and is a "Competent" person covered under OSHA 1926.650 and .652 Standards, duly acting on behalf of NNE Construction.

Sincerely,



Marc A. Williams

Vice President

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

N N E CONSTRUCTION INC

Licensed since July 27 2007

License No. **0069071**

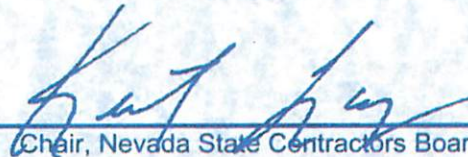
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

RICHARD WILLIAMS, President, QI
REBECCA WILLIAMS, Secretary
IDA CRANER, Treasurer
SAM BALLARD, Director
MARC WILLIAMS, Vice President, QI
DESSA WILLIAMS, QI
RAYMOND WILLIAMS, QI

A General Engineering

LIMIT: Unlimited
EXPIRES: 07/31/2023


Chair, Nevada State Contractors Board



Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

N N E CONSTRUCTION INC

Licensed since May 01, 2009

License No. **0073131**

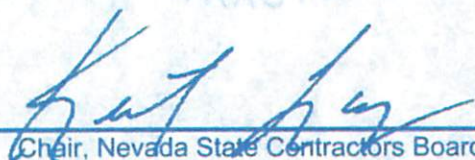
Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

RICHARD WILLIAMS, President
REBECCA WILLIAMS, Secretary
IDA CRANER, Treasurer
SAM BALLARD, Director
MARC WILLIAMS, Vice President
CALVIN ALLEN, QI
RAYMOND BURNETT, QI
DESSA WILLIAMS, QI

C-2 Electrical

LIMIT: Unlimited
EXPIRES: 05/31/2023



Chair, Nevada State Contractors Board

