

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: <i>For possible Action:</i> To approve Contract No. CRCBC-03 between successful bidder, Virginia Transformer Corporation and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S2820 for two Power Transformers for the City of Boulder City in the amount of \$3,458,640 and authorize a change order contingency in an amount not to exceed \$345,864.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the contract CRCBC-03 with Virginia Transformer Corporation and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background

In 2023, the City of Boulder City requested assistance from the Commission’s Power Delivery Group (PDG) through an Interlocal Agreement, to design and construct improvements for the City’s Utility Division that provides electricity to its community.

As a way of background, an Interlocal Agreement provides that any one or more public agencies may contract to perform any governmental service, activity or undertaking which any of the public agencies entering the contract is authorized by law to perform. See NRS 277.180. The Commission has authority to construct a facility for the generation and transmission of electricity under NRS 538.161.

On April 11, 2023, the Commission approved an Interlocal Agreement for the design and construction of substation improvements for Boulder City. Under the Interlocal Agreement, the Commission proposed to purchase materials, design, and construct facilities for the City of Boulder City as depicted in the Scope of Work attached as Exhibit 1 to the Interlocal Agreement. The Interlocal Agreement allows for the cost of the project up to \$4.5 million.

B. Purchase of Transformers for Boulder City Project

The CRC performed numerous Request for Proposals for Boulder City to seek the appropriate substation transformers to meet their needs.

On April 29, 2024, Bid Solicitation No. 69CRC-S2820 was posted in NVEPro. Bid solicitations were sent to 33 vendors registered with NVEPro. The deadline for bid proposals closed at 2:00 p.m. on June 28, 2024. Ten quotes were received through NVEPro. The evaluation team, which included a representative from Boulder City, reviewed the bids and selected the proposal from Virginia Transformer Corporation.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
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This Contract is to design, manufacture, assemble, test, ship, and provide all other ancillary services relating to the procurement of two Power Transformers as specified in the contract. The Equipment will be purchased by the Commission pursuant to NRS 538.161 (2) and the Commission's established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

C. Staff's Recommendation

Staff recommend the Commission approve the contract with Virginia Transformer Corporation and authorize the Executive Director to sign it on behalf of the Commission.



Colorado River Commission of Nevada
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065

City of Boulder City Substation #3

Contract No. CRCBC-03
Transformers

Bid Documents and Specifications

For Award
November 12, 3024

CITY OF BOULDER CITY SUBSTATION #3

**Contract No. CRCBC-03
Transformers**

Bid Documents and Specifications

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SECTION 100 REQUEST FOR BIDS

1. Notice.

The Colorado River Commission of Nevada (CRCNV) hereby requests that you submit a bid to supply all or a portion of the material described in the following documents, under the terms of the Contract included herein.

Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions provided on the NevadaEPro website.

Refer to Instructions for Vendors Responding to a Bid in the Important Links section on the front page of NevadaEPro for instructions on how to submit a Quote using NevadaEPro

The Material shall be purchased by the CRCNV pursuant to NRS 538.161(2) and its established procedures for Purchasing Electrical Materials for the Power Delivery Project. The contract shall be awarded and administered in accordance with the laws of the State of Nevada.

All Bids must be in accordance with this Request for Bids, the Bid Form and the Agreement published herein, and the documents referenced or included herein. Complete sets of Bid Documents shall be used in preparing Bids; CRCNV assumes no responsibility for error or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Additional copies of documents may be requested by electronic mail to crcadmins@crc.nv.gov.

At said place and time, and promptly thereafter, all bids that have been duly received will be opened and read aloud. The award of the Contract will be made at a later publicly-noticed meeting of the CRCNV.

2. Equipment.

The Equipment to be purchased under the Contract is generally described as follows:

This specification is for two (2) 60 Hz 3-phase, 2-winding transformers. The top rating of both transformers T1 & T2 is 25 MVA at 65 degrees C rise over the ambient temperature described in section "Service Conditions". Capacity and cooling is as specified below. Voltage is 69D-12.47GY/7.2kV.

Power transformer(s) to be delivered F.O.B. "Assembled and Tested On Pad" to the project site. The anticipated substation site is located in the City of Boulder City, NV, and the site elevation is 2510 feet.

The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract.

3. Questions Regarding Request for Bid.

Questions concerning this Request for Bid should use the Bid Q&A feature in NevadaEPro, <https://NevadaEPro.com>.

4. Pricing and Security.

Bids will be received on a unit price basis as described in the Bid Form. Bid Security will not be required. The selected Bidder(s) is required to post a performance bond in an amount equal to the Contract Price.

5. Multiple Awards.

CRCNV may award this contract in part to multiple Bidders.

6. Bid Acceptance.

All bids remain subject to acceptance by the CRCNV for sixty (60) days.

If the CRCNV elects to accept Bidder's Bid, CRCNV shall give the Bidder notice thereof within the number of days set forth in the Bid Form.

Date: April 29, 2024

By: *Shae Pelkowski* 
Shae Pelkowski (Apr 29, 2024 12:44 PDT)

Shae Pelkowski

Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE:

June 13, 2024 at 2PM.

SECTION 200 BID INSTRUCTIONS

1. Bid Form.

The Bid Form is found in section 300. The Bid Form must be completed in ink. The names of all persons signing must be legibly printed below their signatures.

All blanks in the Bid Form must be filled. If a Bidder elects not to submit a bid for a specific item listed in the Bid Form, indicate such intent with the words "No Bid" in lieu of a proposed price. The bid must contain an acknowledgment of receipt of all Addenda, the numbers and dates of which must be filled in on the Bid Form.

No alteration in bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable.

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

The CRCNV is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chap. 239 of *Nevada Revised Statutes* [NRS]). All of the CRCNV's records are public records (unless otherwise declared by law to be confidential), which are subject to inspection and copying by any person. Bidders are advised that after a bid is received by the CRCNV, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential.

4. Submission of Bids.

Proposals shall be received via <https://NevadaEPro.com> no later than the date and time specified on the General Tab of the Bid Solicitation in NevadaEPro. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in NevadaEPro. In the event that dates, and times specified in this document and dates times specified in NevadaEPro conflict, the dates and time in NevadaEPro shall take precedence.

5. Evaluation of Bids.

The Equipment will be purchased by the CRCNV pursuant to NRS 538.161 (2) and the CRCNV's established Procedures for Purchasing Electrical Materials for the Power Delivery Project. The contract will be awarded and administered in accordance with the laws of the State of Nevada.

6. Rejection of Bids.

The CRCNV reserves the right to reject any or all bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, and to reject the bid of any Bidder if the CRCNV believes that it would not be in the best interest of the CRCNV to make an award to that Bidder. The CRCNV also reserves the right to waive formalities.

7. Signing of Contract.

The CRCNV will issue three (3) copies of the Contract Documents to the successful Bidder. Within the number of days set forth in the Bid Form, the successful Bidder must sign all copies of the Contract, leaving the dates blank, must insert the required Bonds and power of attorney in the appropriate places, and deliver all copies to the CRCNV. The CRCNV will, thereafter, execute all copies of the Contract and return one original copy to the Contractor.

8. Performance Bond.

The successful Bidder will be required to furnish a Procurement Performance Bond as security for the faithful performance of the Contract, which must be at least as protective as those bonds otherwise required pursuant to NRS 339.025.

**SECTION 300
BID FORM**

1. Project Identification:

City of Boulder City Substation #3
Contract No. CRCBC-03
Transformers

2. This Bid is Submitted By:

Name: Virginia Transformer Corporation
Address: 1936 Blue Hill Dr. Roanoke, VA 24012

3. This Bid is Submitted To:

Colorado River Commission of Nevada
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065

4. Bid Terms and Conditions.

4.1 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with the CRCNV in the form included in section 400 of this Request for Bid and to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in the bid and in accordance with the other terms and conditions incorporated by the Contract.

4.2 Bidder accepts all of the terms and conditions of the Bid Instructions. This bid remains subject to acceptance for sixty (60) days after the day the bids are due. Bidder will sign and submit the documents required by the Contract Documents within fifteen (15) days after the date of CRCNV's Notice of Award.

4.3 In submitting this bid, Bidder represents that:

4.3.1 Bidder has examined copies of the Request for Bids and all the documents contained therein, and copies of the following Addenda (receipt of which is hereby acknowledged):

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

- 4.3.2. Bidder has become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Equipment.
- 4.3.3 Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect the cost, progress, performance, and furnishing of the Equipment.
- 4.3.4 Bidder is aware of the general nature of the work to be performed by the CRCNV or others, including the off-loading or installation of Equipment for which this Bid is submitted.
- 4.3.5 Bidder has given CRCNV written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by CRCNV is acceptable to Bidder. The Contract Documents are sufficient to indicate and convey understanding to Bidder of all its terms and conditions for performing and furnishing the Equipment for which this Bid is submitted.
- 4.3.6 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CRCNV.

5. Bid Price.

Bidder will design, manufacture, assemble, test, ship and provide ancillary services relating to the Equipment in accordance with the Contract Documents and in the amounts stated for unit prices. Conditions may arise which will necessitate changes in the quantities identified herein. The prices quoted per unit must be firm and not dependent on the final quantity of items. The Bidder agrees that increases or decreases in the estimated quantities will not justify unit price revisions.

Unit prices must be stated as firm. Escalation or adjustment factors will not be accepted by the CRCNV.

Unit prices must include labor, equipment, tools, vehicles, materials, supplies, permits, markups, supervision and all related costs.

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery Weeks After N-T-P*
401	1000	two (2) 60 Hz 3-phase, 2-winding transformers. The top rating of both transformers T1 & T2 is 25 MVA at 65 degrees C rise over the ambient temperature described in section "Service Conditions". Capacity and cooling is as specified below. Voltage is 69D-12.47GY/7.2kV. Power transformer(s) to be delivered F.O.B. "Assembled and Tested On Pad" to the project site. The anticipated substation site is located City of Boulder City, NV, and the site elevation is 2510 feet.	Each	\$ 1,646,000	2	\$ 3,292,000**	VTC	72-78 Weeks from Order Acknowledgment.
				\$12,000	2	\$24,000	Freight	
				\$ 45,000	2	\$ 90,000	FS - A&T	
				\$ 5,000	2	\$ 10,000	FS - SFRA	
				\$ 21,320	2	\$ 42,640	FS - Offload	
CONTRACT PRICE			Total	\$ 1,729,320		\$ 3,458,640		


*Notice-to-Proceed.

6. Delivery Schedule.

Bidder agrees that the Equipment will be delivered on or before the above stated delivery dates, which dates comply with the times specified in the Contract Documents.

SIGNATURE OF BIDDER

By: Virginia Transformer Corporation
(Corporation Name)

By: 
(Signature of Authorized Person)

Joshua Yun Senior Vice President of Sales and Marketing
(Printed Name and Title)

Business Address:
1936 Blue Hill Dr.

Roanoke, Va 24012

Phone No. 540-676-4599

Fax No. _____

Email: _____

Khalil_shafiee@vatransformer.com

(Khalil Shafiee is the Sales Engineer)

This Bid is Submitted On: .06/25/2024

**SECTION 320
BID ADDENDUM**

(Bid Addenda, if any, to be included here when conformed Contract issued for signature).

**SECTION 340
BID CLARIFICATIONS AND SUBSTITUTIONS**

(Bidder Clarifications and Substitutions proposed by the Bidder and accepted by the CRCNV, if any, to be included here when conformed Contract issued for signature).

SECTION 400
CONTRACT NO. CRCBC-03
CITY OF BOULDER CITY SUBSTATION #3

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and, hereinafter referred to as the "Contractor." The CRCNV and the Contractor are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

IN CONSIDERATION of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Agreement to Provide Equipment

CRCNV agrees to purchase and Contractor agrees to design, manufacture, assemble, test, ship, and provide all other ancillary services related to the delivery of the following electrical equipment and materials pursuant to the terms and conditions established in these Contract Documents:

Bid Item	Description
401	two (2) 60 Hz 3-phase, 2-winding transformers. The top rating of both transformers T1 & T2 is 25 MVA at 65 degrees Crise over the ambient temperature described in section "Service Conditions". Capacity and cooling is as specified below. Voltage is 69D-12.47GY/7.2kV. Power transformer(s) to be delivered F.O.B. "Assembled and Tested On Pad" to the project site. The anticipated substation site is located City of Boulder City, NV, and the site elevation is 2510 feet.

2. Definitions

2.1 "Acceptance" or "Final Acceptance" means the formal action by the CRCNV accepting the Equipment, or any portion thereof, as complete and satisfactory, subject to Contractor's warranties.

2.2 "Acceptance Testing" means any testing required by the CRCNV prior to, and as a prerequisite of, CRCNV's Acceptance.

2.3 "Bid Form" means the approved form on which the CRCNV requested that the Contractor prepare and submit a Bid to the CRCNV as an offer to provide the Equipment, which has now been accepted by the CRCNV pursuant to this Contract and is therefore incorporated herein as a part of this Contract.

2.4 "Change Order" means the CRCNV's signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section

400, Contract No. CRCBC-03, Transformers; section 500, Performance Bond; and the Specifications contained in section 600 through section 1000. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

2.6 "Contract Price" means the total compensation payable to the Contractor for the Contractor's performance of this Contract, as proposed by Contractor in Contractor's Bid, and as may be amended by any Change Order pursuant to section 8.

2.7 "Executive Director" means the executive director of the Colorado River Commission of Nevada.

2.8 "Equipment" means the electrical equipment and materials, or any portion thereof, described in the Specifications.

2.9 "Notice to Proceed" means the written notice given by the CRCNV to the Contractor fixing the date on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

2.10 "Performance Milestones" means those dates by which particular portions of the Equipment or work related thereto must be complete, as set forth in section 600.

2.11 "Project" means the City of Boulder City Substation #3.

2.12 "Request for Bids" means the CRCNV's request that the Contractor and others make a Bid to contract with the CRCNV.

2.13 "Specifications" means the technical descriptions of the Equipment and services to be furnished by the Contractor, which are included as part of the CRCNV's Request for Bids, Contractor's Bid, and all modifying addenda and Change Orders thereto.

2.14 "Submittals" includes shop drawings, catalog cuts, samples, operating and maintenance instructions, progress payments, requests, and other documents and items specified to be delivered to the CRCNV.

2.15 "Work" means everything required or reasonably inferred to be furnished and done by the Contractor pursuant to the Contract Documents.

3. CRCNV's Representative

3.1 The CRCNV's Representative shall be Mr. Shae Pelkowski, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

Colorado River Commission of Nevada
555 E. Washington Avenue, Suite 3100
Las Vegas, NV 89101-1065

3.3 The CRCNV's Representative may designate any other employee of the CRCNV to perform his responsibilities under this Contract.

4. Contractor's Representative

Within ten (10) days following execution of this Contract by the Contractor, the Contractor must identify in writing the Contractor's Representative. The Contractor's Representative is authorized to act fully on behalf of the Contractor. The Contractor may change or designate another individual as its Contractor's Representative by written notice to the CRCNV.

5. Contract Price

The CRCNV shall pay the Contract Price to the Contractor in current U.S. funds in the amount described in the Contractor's Bid and in accordance with the payment procedures provided in section 7, unless changed in accordance with section 8, for the total cost of the Equipment and for the performance of all the Work described in the Contract Document.

Freight cost is prepaid as shown in Section 300. Contractor shall provide freight quotes ahead of transformer shipment for evaluation by CRCNV. CRCNV shall have ten (10) business days to review freight quotes and provide selection. Once Freight vendor is selected, Contractor shall provide a finalized freight cost including the 15% administrative markup. After delivery, freight costs beyond the prepaid amount, if any, shall be invoiced at the shipment progress payment milestone. In the event that after delivery, freight costs are beneath the prepaid amount, Contractor shall issue a contract change order deduct for the balance of the prepaid freight cost.

6. Commencement and Completion of Performance

Upon receipt of a written notice to proceed from the CRCNV's Representative, the Contractor shall proceed with the performance of this Contract, pursuing the Work diligently, to the end that the Equipment be manufactured and delivered in accordance with the Performance Milestones.

7. Payment Procedures

7.1 Progress Payments. The Contractor shall submit an application for payment to the CRCNV as follows: 30% shall be due at Purchase Order, 30% shall be due at drawing submission (not to exceed 30 days from the date of submission, and 30% shall be due at shipment (not to exceed 30 days from the date of shipment). 10% shall be due 60 days after the date of delivery or placement into Buyer requested storage.

7.2 Procedure for Progress Payments. CRCNV shall pay Contractor within

thirty (30) days after receipt of a correct, itemized invoice.

7.3 Application for Final Payment. The Contractor shall submit an application for final payment, based upon agreed upon payment milestones, upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

7.4 Procedure for Final Payment. The CRCNV shall pay the Contractor within thirty (30) days of receipt of a correct, itemized invoice for the final payment. The CRCNV's payment of the final payment shall constitute a full waiver of all claims by the CRCNV against the Contractor, other than those arising from unsettled liens, from defective work appearing after final inspection, or from the Contractor's failure to comply with the requirements of this Contract. The Contractor's receipt of final payment shall constitute the Contractor's waiver of all claims by the Contractor against the CRCNV, other than those previously made in writing and remaining unresolved at the time of final payment.

8. Changes in the Work, Contract Price or Performance Milestones

8.1 Without invalidating this Contract, the CRCNV may, at any time or from time to time, issue a Change Order requiring additions to, deletions from, or revisions to the Equipment or quantities stated herein. Upon receipt of a Change Order, the Contractor shall proceed with the performance of the Contract Documents as altered by the Change Order. If Contractor's compliance with any Change Order would cause an increase in the Contract Price, the Contractor shall, within fifteen (15) business days, notify the CRCNV and submit a signed, written claim therefore including information regarding the events and circumstances and supporting data giving rise to the Contractor's claim. The CRCNV shall approve or disapprove the Contractor's claim within twenty (20) business days after receipt of the Contractor's claim and, if approved, issue a Change Order amending the Contract Price.

8.2 If the Contractor's compliance with any Change Order would interfere with the Contractor's ability to complete the performance of this Contract within the Performance Milestones, including final performance of this Contract, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Performance Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) business days and, if approved, issue a Change Order amending the Performance Milestones.

8.3 The CRCNV shall not compensate Contractor for additional work performed by the Contractor without authorization or Change Order. The Contractor shall notify its surety of any changes in the general scope of the work to be performed under this Contract.

8.4 This Contract may be amended, modified, or supplemented only by Change Order as provided herein or otherwise by amendment executed in writing by the CRCNV and the Contractor.

9. "Like", "Equivalent" And "Or Equal" Items

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like, "equivalent" and "or equal" items may be substituted only if, in the CRCNV's sole discretion, although not qualifying as an "or equal" item, is an item essentially equivalent to that named and a substitute therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the CRCNV from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for

evaluation thereof to the CRCNV, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor's completion of performance of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the CRCNV for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the CRCNV in evaluating the proposed substitute. The CRCNV may require the Contractor to furnish any additional data about the proposed substitute.

9.2 No "like", "equivalent", "or equal" or other substitutes shall be ordered, installed, or utilized until the CRCNV's review is complete. The CRCNV must be allowed a reasonable time within which to evaluate each of Contractor's proposals for such substitutions. The CRCNV's determination regarding such substitutions must be evidenced either by acceptance of the Contractor's Bid in which the substitution was identified, a written Change Order, or completion of the submittal review procedure.

9.3 The CRCNV may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any "like," "equivalent," "or equal" or other substitutes. Regardless of the CRCNV's decision regarding the Contractor's proposal to substitute an item, the Contractor is liable for the cost of the charges of the CRCNV, including the costs of all data offered in support of any proposed "like" "equivalent," "or equal" or other substitute item, and shall reimburse the CRCNV for those costs. The CRCNV shall record the time required by the CRCNV in such evaluations and in making changes in the Equipment, Project, this Contract (or in the provisions of any other direct contract with CRCNV for work related to the Project) occasioned thereby.

10. Warranty and Guarantee; Tests and Inspections; Correction or Acceptance of Defective Work

10.1 The Contractor warrants and guarantees to the CRCNV that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the CRCNV's Request for Bids and of any inspections, tests, or approvals referred to herein. The CRCNV is entitled to reject all unsatisfactory, faulty, or defective work and all work not conforming to the CRCNV's Request for Bids at the time of the CRCNV's Acceptance thereof or of such inspections, tests, or approvals.

10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Equipment, wherever it may be or become

located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the CRCNV with any certificate of inspection, testing or approval resulting therefrom.

10.3 If the Contractor does not have the necessary test facilities or personnel to perform all required inspections, tests or approvals, the Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents, which the Contractor cannot perform.

10.4 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for all inspections or tests requiring observation by the CRCNV. The CRCNV's observation of inspections or tests, or inspections or tests performed by persons other than the Contractor, with the exception of Acceptance Testing, does not relieve the Contractor's obligation to perform this Contract as specifically required herein. Compliance is the responsibility of the Contractor. No act or omission on the part of the CRCNV may be construed as relieving the Contractor of this responsibility. Inspection of Equipment later determined to be nonconforming is not cause or excuse for acceptance of the nonconforming Equipment.

10.5 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for Acceptance Testing. The Contractor shall provide the CRCNV reasonable access to the Contractor's premises and provide proper and safe facilities for the CRCNV's observation or conduct of Acceptance Testing.

10.6 For the period set forth below in this section, Contractor warrants that the Equipment and such portion of the Equipment as has been repaired or replaced by Contractor under this warranty, shall be free from defects in material, workmanship, or title at the time of delivery and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to Contractor's attention during the warranty period and be substantiated by examination at Contractor's factory or by authorized field personnel, then (i) Contractor shall correct such failure by repair or replacement of the nonconforming item or portion thereof with CRCNV promptly making product available to be worked by Contractor's personnel or agents without interference with no additional cost to the Contractor; or (ii) Contractor shall ship the Equipment needing repair to Contractor's plant at Contractor's exclusive option, for repair or replacement of the nonconforming item or portion thereof. The Contractor is responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The CRCNV, at CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor. CRCNV will be responsible for all costs associated with isolating the Equipment from energized sources to allow for safe clearances for removal. CRCNV will make Equipment ready for shipment in the condition it was originally received per the Outline Drawing with clear and free access by carrier.

10.7 CRCNV agrees that this remedy shall be its sole and exclusive remedy against the Contractor and that no other remedy shall be available or pursued by CRCNV against Contractor for performancea breach of the warranty identified in this section. In

no event shall Contractor be liable for any costs or expenses in excess of those described in this section and expressly excluding any liability or damages arising outfor special, incidental, or consequential damages.

10.8 The warranty period for newly manufactured items shall extend 60 months from the date of first energization or 60 months from the date of delivery whichever occurs first or unless a different warranty period is agreed to by Contractor. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by Contractor is found to have been subject to:

- a) mishandling, misuse, negligence, or accident.
- b) storage, installation, operation, testing, or maintenance that either was not in accordance with Seller's specifications, instructions, manuals, or otherwise improper, or contrary to industry standards.
- c) tampering as evidenced for example by broken seals, damaged packaging containers, etc.
- d) testing of equipment above normally accepted field tests.
- e) repair or alteration by anyone other than Seller without Seller's express advance written approval.
- f) payment(s) not received per terms of sale.

10.9 Failure to promptly notify Contractor in writing upon discovery of any non-conforming items during the warranty period shall void the warranty as to such items. CRCNV shall describe any such non-conformity in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Contractor. Where a failure cannot be corrected by Contractor's reasonable efforts, the parties shall mutually agree upon an equitable adjustment to the Contract Price which shall be the cost to CRCNV to replace the defective or non-conforming Equipment or portion thereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CONTRACTOR DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.10 Contractor warrants that all work hereunder shall be performed in accordance with the standards employed by Contractor in performing the same or similar services for itself. Contractor disclaims any and all other representations or warranties expressed or implied including without limitation any representation or warranty that any unauthorized entry, burglary, theft, embezzlement, or any other crimes will be prevented by the equipment and/or installation. Except as otherwise required by the Contract Documents, Contractor's installation services and installation warranty does not include or imply any assistance for system field troubleshooting and no back charges for such services shall be accepted without the prior written consent of Contractor's authorized representative.

11. Data, Reports, and Drawings

11.1 All data, reports, drawings and specifications provided to the Contractor by the CRCNV pursuant to this Contract or the CRCNV's Request for Bids remains the

property of the CRCNV and must be delivered to the CRCNV upon completion of performance of this Contract. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. Such documents are not intended or represented by CRCNV to be suitable for reuse by the CRCNV or others, either for extension of the Project or for other projects. Any reuse of such documents by the Contractor without the prior written consent of the CRCNV is at the Contractor's risk and the Contractor shall hold the CRCNV harmless with respect to any liability arising out of such reuse.

11.2 The books, records, documents and accounting procedures and practices of the Contractor relative to direct costs and expenditures under this Contract are subject to inspection, examination and audit by the State, the Commission, the attorney general of Nevada and the Nevada state legislative auditor.

11.3 Subject to applicable state law, the Contractor shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify the CRCNV of the demand for information before the Contractor responds to such demand.

11.4 The Contractor shall retain its rights in its standard drawing details, designs specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services remain the property of the Contractor.

12. Liquidated Damages

12.1 The CRCNV and the Contractor recognize that time is of material importance in this Contract and that the CRCNV will suffer financial loss if the Equipment is not manufactured or delivered within the times specified as Performance Milestones, plus any extensions thereof allowed by Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CRCNV if the Equipment is not manufactured or delivered on time or is not acceptable to CRCNV. Accordingly, instead of requiring any such proof, the CRCNV and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall, at the CRCNV's election in lieu of termination of this Contract, pay the CRCNV the following sums for each day that expires after the Performance Milestones in the Contractor's Proposal:

Bid Item	Description	Liquidated Damages, Per Day
401	Two (2) 60 Hz 3-phase, 2-winding transformers. The top rating of both transformers T1 & T2 is 25 MVA at 65 degrees C rise over the ambient temperature described in section "Service Conditions". Capacity and cooling is as specified below. Voltage is 69D-12.47GY/7.2kV. Power transformer(s) to be delivered F.O.B. "Assembled and Tested On Pad" to the project site. The anticipated substation site is located City of Boulder City, NV, and the site elevation is 2510 feet.	\$500 each offending unit of the Bid Item

12.2 The total of all liquidated damages assessed by Contractor must not exceed 5% of the offending unit Contract Price. The CRCNV is entitled to deduct the liquidated damages from any money in its hands, otherwise due on the last milestone, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

13. Insurance, Bonds, and Indemnification

13.1 **General.** The Contractor must not commence any Work under this Contract until it obtains, at its own expense, all insurance and surety bonds as required in this article. The types of insurance and surety bonds to be obtained are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, Transportation, and Performance Bonds, as outlined in the following portions of this article. The Workers' Compensation, Employers' Liability, and Automobile Liability insurance must be maintained in force for the full period of this Contract. The Commercial General Liability insurance must be maintained in force for the full period of this Contract and for one year thereafter.

13.2 **Generally Accepted Professional Practices.** The services provided or procured by the Contractor pursuant to this Contract must be in accordance with generally accepted applicable professional practices and principles. The insurance, bond, and indemnification required by this Contract must be in addition to the Contractor's duty to perform this Contract and are cumulative to any other right of indemnification or contribution, which the CRCNV may have in law, equity or otherwise and must survive the completion of the Contractor's performance of the Work.

13.3 **Contractor's Responsibility.** Nothing contained in these insurance requirements may be construed as limiting the extent of the Contractor's total responsibility for payment if claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the Contractor's operations under this Contract.

13.4 Minimum Scope and Limits of Insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability, and XCU coverage.

Minimum Requirements:

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Builders' Risk Insurance or Installation Floater

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The Colorado River Commission of Nevada, shall be Insureds on the policy.
- b. Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for soft costs, flood, and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off-site.
- f. Policy shall contain a waiver of subrogation against the State of Nevada.
- g. Contractor is responsible for the payment of all policy deductibles.

5. Transportation (Cargo) Insurance

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.
- b. Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.
- c. The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must

state that thirty (30) days' written notice must be given to the Owner before the policy is changed or canceled.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Colorado River Commission of Nevada, is named as an additional insured, the CRCNV shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Shae Pelkowski, Colorado River Commission of Nevada, 100 N. City Parkway, Las Vegas, NV 89106**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

13.5 **Endorsements.** All endorsements must be dated, reflect the name of the insurance company, the type of insurance and policy number, be executed by a duly authorized representative of the insurance company and be attached to the certificate. The additional insureds must be included by endorsement.

13.6 **Waiver of Subrogation.** By endorsement (ISO Form #CG 24 04 11 85 or its equivalent), the Contractor's insurance carriers (except Nevada Workers' Compensation) shall waive their rights of recovery against the Colorado River Commission of Nevada, and its successors or assigns including its commissioners, officers and employees individually and collectively.

13.7 **Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor must be primary insurance with respect to any of the CRCNV's insurance whose insurance must stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.

13.8 **Cost of Claims.** The Contractor is responsible for the cost of any claims

under any policy with deductibles or self-insured retention.

13.9 CRCNV's Right to Obtain Insurance. If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

13.10 Deductibles. With respect to any and all insurance required under this article, the deductible must not exceed \$2,500.00, without the prior written approval of the CRCNV.

13.11 Evidence of Insurance Required. Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.

13.12 Indemnification; Limited Liability.

13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein. Contractor's liability under this section shall be only to the proportionate extent of Contractor's fault, negligence, or responsibility and not for any portion of any claim under this section that is the fault, negligence or responsibility of other parties including the Indemnified Parties.

13.12.2 The CRCNV, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contractor's tort liability is not limited. Neither party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages for contract liability. regardless of whether liability would arise under contract or tort (including negligence and strict liability), warranty, indemnity, or otherwise. Neither party's liability on any claim for loss or damage arising out of this Contract or from the performance or breach thereof shall exceed the price of the item giving rise to the claims for loss or damage in the event more than one item is included in the Contract Documents with distinct pricing being allocated to each item in arriving at the total contract/order price.

13.13 **Performance Bond.** The Contractor must furnish with the executed Contract, a performance bond in the amount of the Contract Price as security for faithful performance of all Contractors' obligations under this Contract. The Contractor must maintain that performance bond in effect during the term of this Contract and for one year thereafter. The performance bond must be executed by a surety or sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". A certified copy of the agent's authority to act must accompany a bond signed by an agent. Only surety companies authorized to do business in, and having an agent for services of process in the state of Nevada will be acceptable. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Nevada, or it ceases to meet the requirements of the preceding sub-article, the Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the CRCNV.

14. Risk Of Delay

14.1 The Contractor shall accept the risk of any delays caused by the CRCNV. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the CRCNV for damages or contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay. Any extended delays requested by the CRCNV beyond 20 days which result in the loss of the scheduled production slot will be subject to a re-scheduling fee of 30% of the specific order value.

14.2 If the Contractor is delayed due to circumstances beyond the Contractor's control, including, but not limited to, actions or failures of any of the CRCNV's other contractors, fires, floods, labor disputes, pandemics, epidemics, quarantines, national strikes, abnormal weather conditions, or acts of God, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Project Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) business days and, if approved, issue a Change Order amending the Project Milestones.

15. Effect and Termination

15.1 This Contract shall become effective as of the date of its execution and

shall remain in effect, unless terminated earlier by the CRCNV as provided for herein, until one year after the CRCNV's Final Acceptance of the Equipment and Final Payment of the Contractor.

15.2 Failure to meet Performance Milestones. The CRCNV reserves the right to cancel any portion of the Contractor's performance of this Contract which is not performed within the Performance Milestones when the Contractor fails to provide a reasonable plan to cure. In the event of such cancellation, the CRCNV shall pay the Contractor in full for any portion of the Equipment which has been accepted by the CRCNV.

15.3 Stop Work. If at any time the CRCNV should determine the Contractor's work or the Equipment to be defective, or if the Contractor fails to supply materials, equipment or supplies per agreed upon specifications, the CRCNV may order Contractor to stop work, or any portion thereof, until the cause of such defect has been eliminated.

15.4 CRCNV's Right to Take Possession and Terminate. If the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a trustee files a petition against the Contractor to take advantage of any debtor's act or to reorganize the Contractor under bankruptcy or similar laws; if Contractor repeatedly fails to supply suitable materials or equipment in the performance of this Contract; if Contractor fails to make prompt payments for labor, materials, or equipment; if Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Equipment or the Contractor's performance of this Contract; or, if the Contractor disregards the CRCNV's orders or Change Orders under this Contract, then the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, and after giving the Contractor and his surety at least fourteen business days' written notice, terminate this Contract and take possession of all Equipment then delivered, and obtain all additional Equipment required by this Contract from third party sources by whatever method the CRCNV may choose. In such case, the Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor, not to exceed the Contract Price. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.

15.5 Contractor's Right to Terminate: Contractor, in addition to all other rights and remedies under the Contract Documents, shall have the right to cancel and terminate CRCNV's order if CRCNV fails to make payment as due, after reasonable notice to cure, or if CRCNV is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or if action under any law for the relief of debtors is taken. In the event of cancellation and termination of CRCNV's order under this section, Contractor shall have no further liability to CRCNV and Contractor shall not be liable for any costs of cancellation, special, incidental or consequential damages (including punitive or exemplary damages) for any cause or of any nature whatsoever. All cancellations or terminations by Contractor under this section shall be subject to the following cancellation or termination charges:

- a) 30 % of order amount after order entry by Contractor.
- b) Additional 15 % of order amount after outline drawing completion / submission.

- c) If manufacturing has begun, charges will be based upon commitments for materials and percent completion in addition to the 45% for engineering and order entry.

16. Taxes.

The Contractor must promptly pay all taxes that are lawfully assessed against the Contractor in connection with the Work. The CRCNV is exempt from sales tax pursuant to a ruling and determination of the attorney general of the State of Nevada.

17. Unemployment Compensation.

The Contractor must at all times comply with the requirements of Nevada Revised Statutes ("NRS") chapter 612 (Unemployment Compensation).

18. Discrimination.

The Contractor shall not, during its performance of this Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the subcontractor constitutes a material breach of this Contract.

19. Disputes.

Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada.

20. Waiver of Claims.

The CRCNV's making and the Contractor's acceptance of final payment constitute a waiver of all claims by the CRCNV against the Contractor and the Contractor against the CRCNV, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract or the terms of any special guarantees specified therein. The CRCNV's making and the Contractor's acceptance of final payment does not constitute a waiver by the CRCNV of any rights in respect of the Contractor's continuing obligations under the Contract, nor a waiver of those claims previously made in writing and still unsettled.

21. Notices.

21.1 Any notice, demand, or request required or authorized by this Contract to be served, given, or made shall be deemed properly served, given or made if delivered in person or sent by electronic mail and certified mail, postage prepaid, to the persons specified below:

Colorado River Commission of Nevada
c/o Executive Director
100 N. City Parkway, Suite 1100
Las Vegas, NV 89106
Email: CRCAdmins@crc.nv.gov

21.2 Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands, or requests hereunder.

22. Submission of Claims.

Should the CRCNV or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other Party or of any of the other Party's employees or agents or others for whose acts the other Party is legally liable, claim must be made in writing to the other Party within a reasonable time of the first observance of such injury or damage. The provisions of this article shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

23. Assignment of Contract.

Neither party shall assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the other party. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

24. Severability.

Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Contract had been executed without the invalid portion. In the event any provision of this Contract is declared invalid, the Parties shall promptly renegotiate to restore this Contract as near as possible to its original intent and effect.

25. Survival.

Any provision of this Contract that expressly or by implication comes into or remains in force following the termination or expiration of this Contract survives the termination or expiration of this Contract.

26. Applicable Law; Venue.

This Contract and the rights of the Parties hereto must be interpreted, governed, and construed in accordance with the laws of the State of Nevada. The Parties consent to the venue and jurisdiction of the state of and federal courts within Clark County, Nevada.

27. Article Headings; Business Day.

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract. The term business day means Monday through Friday, except state holidays specified in NRS 236.015 or any day with respect to which state offices in Clark County, Nevada are closed.

28. Waiver.

Either of the Parties shall have the right to excuse or waive performance by the other Party of any obligation under this Contract by a written notice signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either party of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

29. Entire Agreement; Contractor Certification.

This Contract, together with the other Contract Documents, comprises the entire agreement between the CRCNV and the Contractor for the performance of the Work. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. The Contractor is bound and must comply with each and every term, condition, and covenant set forth in the Contract Documents.

30. Authority to Execute.

Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

31. Storage

Contractor does not provide post manufacturing completion storage. If CRCNV requires storage post manufacturing completion storage delivery address must be provided within 5 business days or ready to ship notification. CRCNV will be provided

with manual to maintain manufacturer's warranty during storage upon placement into storage. All outstanding balances will become due within 30 days of placement into storage. Any liquidated damages on the face of the purchase order will be deemed as waived if the Equipment is placed into storage. Risk of loss and title transfer to CRCNV upon placement into storage.

32. Intellectual Property

Upon receipt of full payment for the Equipment and conditioned upon CRCNV not defaulting on its obligations under this Agreement, Contractor hereby grants to CRCNV a perpetual, royalty-free license to use the Intellectual Property Rights of Contractor which are incorporated in the Equipment. Such license is limited solely to the use of the Equipment by CRCNV for the purposes and at the location described in your Proposal. CRCNV may only transfer this license to a third party upon first providing Contractor with a written acknowledgment by such transferee of Contractor's ownership of its Intellectual Property Rights contained in the Equipment.

IN WITNESS WHEREOF, the Contractor and the CRCNV have executed three duplicate originals of this Contract this _____ day of _____, 2024. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

CONTRACTOR

By: _____

Its: _____

ATTEST

COLORADO RIVER COMMISSION OF NEVADA

By: _____

Puoy K. Premsrirut
Chairwoman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CRCNV (Name and Address):

Colorado River Commission of Nevada
555 E. Washington Avenue
Suite 3100
Las Vegas, Nevada 89101-1065

CONTRACT

Date:

Amount:

\$

Description: Contract No. CRCBC-03,
City of Boulder City Substation #3
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date):

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL (Seal below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

SURETY (Seal below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CRCNV for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no CRCNV Default, the Surety's obligation under this Bond arises after:
 - 3.1 The CRCNV has notified the Contractor and the Surety at its address described in subsection 9 below, that the CRCNV is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and Surety, to be held not later than fifteen (15) days after receipt of such notice, to discuss methods of performing the Contract. If the CRCNV, the Contractor, and the Surety agree, the Contractor must be allowed a reasonable time to perform the Contract, but such an agreement does not waive the CRCNV's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The CRCNV has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default must not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3 The CRCNV has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the Contract with the CRCNV.
4. When the CRCNV has satisfied the conditions of subsection 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with the consent of the CRCNV, to perform and complete the Contract; or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the CRCNV for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the CRCNV and the contractor selected with the CRCNV's concurrence, to be secured with a performance bond executed by a qualified Surety equivalent to the bond issued on the Contract, and paid to the CRCNV the amount of damages as described in subsection 6 of the Balance of the Contract Price incurred by the CRCNV resulting from the Contractor's Default; or

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the CRCNV and, as soon as practicable after the amount is determined, tender payment therefore to the CRCNV; or
 - 4.4.2 Deny liability in whole or in part and notify the CRCNV citing the reasons therefore. If the Surety does not proceed as provided in subsection 4, with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the CRCNV to the Surety demanding that the Surety perform its obligations under this Bond, and the CRCNV is entitled to enforce any remedy available to the CRCNV. If the Surety proceeds as provided in paragraph 4.4, and the CRCNV returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the CRCNV is entitled to enforce any remedy available to the CRCNV.
5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraphs 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the CRCNV must not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety must not be greater than those of the CRCNV under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRCNV of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety is not liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the CRCNV or its heirs, executors, administrators, or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and must be initiated within two years after the Contractor's Default, or within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this subsection are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court is applicable.
9. Notice to the Surety, the CRCNV, or the Contractor must be mailed or delivered to the address shown on the signature page of this performance bond.
10. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work is performed any provision of this bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
 - 11.1 "Balance of the Contract Price" means the total amount payable by the CRCNV to the Contractor under the Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the CRCNV in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 11.2 "Contract" means the agreement between the CRCNV and the Contractor identified on the signature page, including all the Contract documents and changes thereto.
 - 11.3 "Contractor Default" means a failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 "CRCNV Default" means a failure of the CRCNV, which has neither been remedied nor waived, to pay the Contractor or to perform in complete or comply with the other terms of this Contract.

SECTION 600
SUMMARY OF THE WORK

1. Project Description.

1.1 The City of Boulder City Substation #3 is a 69 kV facility that will be constructed in Southern Nevada.

2. Work Under This Contract.

2.1 This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Transformers as specified herein.

2.2 It is anticipated that no one single supplier can provide a bid for all items, thus the Contract may be awarded in parts.

3. Delivery.

3.1 Bid Item 401 shall be shipped F.O.B. by the Contractor to the anticipated substation site located in City of Boulder City, NV.

3.2 The Contractor shall notify the following designated point of contact at least one (1) week in advance of any delivery date, and shall not make any shipments without prior approval.

Mr. Shae Pelkowski
Colorado River Commission of Nevada
Telephone: (702) 856-3611
Cell Phone: (702) 376-9997
Email: spelkowski@crc.nv.gov

3.3 No delivery will be approved until proper Submittals pertaining to storage and installation have been received and accepted.

3.4 Any items shipped without prior notification and approval may be returned to the point of origin, or unloaded and stored at a place and in a manner determined by the CRCNV, and the Contractor will be charged with any additional expense resulting therefrom.

3.5 Contractor reserves the right to deliver up to three months early with advanced notice.

4. Work by the CRCNV.

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBC-03.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBC-03, and shall perform energization and startup of the new facilities.

5. Work Schedule.

5.1 In order to satisfy the engineering information requirements for design and to allow the construction contractor sufficient time for installation, this Contract shall adhere to the following Performance Milestones.

5.1.1 Work Schedule:

5.1.1.1 Compliance Submittals within forty-five (45) days after notice to proceed (see section 1000 for requirements).

5.1.1.2 Maintenance and installation instructions within sixty (60) days after notice to proceed.

5.1.1.3 Delivery dates to be proposed by Contractor based on current equipment lead time.

5.2 The anticipated Final Acceptance Date for all Equipment is 11/1/2025.

6. Measurement and Payment.

All Equipment indicated in the Contract Documents must be included in the unit prices for the applicable Item(s). Equipment will be paid on a per unit basis. Change orders will be paid as stated in the change order.

7. Copies Of Documents.

7.1 After execution of the Contract, the Contractor will be provided at no cost one (1) set of fully executed Contract Documents.

7.2 Additional copies of above documents will be supplied upon request at the cost of printing and delivery.

SECTION 700 SUBMITTALS

1. General Information.

1.1 Submittals to be provided by the Contractor for the Equipment to be furnished are identified in this section 700 of the Contract Documents.

1.2 Submittal Types:

1.2.1 Compliance Submittals are shop drawings, product data, and samples that are prepared by the Contractor and submitted by the Contractor to the CRCNV as a basis for approval. The Contractor must not proceed with the Work affected by or related to a Compliance Submittal until the CRCNV has approved such submittal.

1.2.1.1 Shop drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, installation and maintenance instructions, and similar information applicable to the Equipment.

1.2.1.2 Product data includes standard printed information on materials, products and systems; not custom-prepared for this Project, other than the designation of selections from available choices.

1.2.1.3 Samples include both fabricated and unfabricated physical examples of materials, and products; both as complete units and as smaller portions of units of testing and analysis.

1.2.2 Procedure Submittals are narrative descriptions and/or drawings provided by the Contractor describing the methods, techniques, Equipment and processes to be used to complete all or some portion of the work. The CRCNV must review Procedure Submittals, but such review does not relieve the Contractor of its responsibility to determine its own means and methods for the Work.

1.3 Submittals must be of the quality for legibility and reproduction purposes. Every line, character and letter must be clearly legible. Drawings such as reproducible's must be useable for further reproduction to yield legible hard copies.

1.4 All words and dimensional units must be in the English language.

1.5 Submittals must be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable the CRCNV to review the information effectively.

1.6 The CRCNV may copy and use for internal operations and staff training purposes any and all submittals required by this Contract and approved for final distribution, whether or not such documents are copyrighted, at no additional cost to the CRCNV. If permission to copy any such submittal for the purposes stated is unreasonably withheld from the CRCNV by the Contractor or any Subcontractor, manufacturer, or Supplier, the Contractor shall provide fifty (50) copies plus the number of copies required in the following subsection to be submitted for approval.

2. Compliance Submittals.

2.1 When Compliance Submittals are required for a Bid Item they shall include but not be limited to, the following:

2.1.1 Manufacturer's specifications.

2.1.2 Catalog cut sheets, or parts thereof, of manufactured Equipment.

2.1.3 Shop fabrication and erection drawings.

2.1.4 General outline drawings of Equipment showing overall dimensions, location of major components, weights, and center of gravity, and location of required building openings and floor plates.

2.1.5 Detailed Equipment installation drawings, showing foundation details, anchor bolt sizes and locations, base plate sizes, location of CRCNV's connections, and all clearances required for erection, operation, and disassembly for maintenance.

2.1.6 Schematic diagrams for electrical items, showing external connections, terminal block numbers, internal wiring diagrams, and one-line diagrams.

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

2.1.12 All drawings, catalogs, or parts thereof, manufacturer's specifications and data, samples, instructions, and other information specified or necessary:

2.1.12.1 For CRCNV to determine that the Equipment conforms to the design concept and comply with the intent of the Contract Documents.

2.1.12.2 For the proper erection, installation, operation and maintenance of the Equipment which CRCNV will review for general content but not for substance.

2.1.12.3 For CRCNV to determine what supports, anchorages, structural details, connections, and services are required for the Equipment, and the effects on contiguous or related structures, equipment, and materials.

2.2 At the time of each Compliance Submittal submission, call to the attention of CRCNV in the letter of transmittal any deviations from the requirements of the Contract Documents.

2.3 Make all modifications noted or indicated by CRCNV and return revised prints, copies, or samples until accepted. Direct specific attention in writing on revised Submittals, to changes other than the modifications called for by CRCNV on previous Submittals. After Submittals have been accepted, submit copies thereof for final distribution. Prints of accepted drawings transmitted for final distribution will not be further reviewed and are not to be revised. If errors are discovered during manufacture or fabrication, correct the Submittal and resubmit for review.

2.4 Equipment requiring a Compliance Submittal shall not be shipped until the Submittal has been stamped "Submittal Accepted" by CRCNV.

2.5 Except as otherwise specified, transmit all Compliance Submittals in the quantity as follows:

2.5.1 Initial Submittal - Four (4) copies to the CRCNV. One (1) copy will be returned to the Contractor.

2.5.2 Resubmittals - Four (4) copies to CRCNV. One (1) copy will be returned to the Contractor.

2.5.3 Samples must be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and its full range of color, texture, and pattern.

2.6 The CRCNV will review and return Compliance Submittals with appropriate notations. The CRCNV's review action stamp will appear on all Compliance Submittals of the Contractor when returned by the CRCNV. The CRCNV's acceptance of Compliance Submittals will not relieve the Contractor from his responsibility as stated in the Contract.

2.7 Compliance Submittal Action Stamp. CRCNV's review action stamp, will appear on all Compliance Submittals of Contractor when returned by CRCNV. Review status designations listed on CRCNV's action stamp are defined as follows:

2.7.1 SUBMITTAL ACCEPTED Signifies Equipment represented by the submittal conforms to the design concept and complies with the intent of the Contract Documents. Copies of the Submittal are to be transmitted to CRCNV for final distribution.

2.7.2 SUBMITTAL ACCEPTABLE AS NOTED (REVISE & RESUBMIT) Signifies Equipment represented by the Submittal as noted conforms to the design concept and complies with the intent of the Contract Documents. Contractor is to proceed with fabrication or procurement of the items and with related work in accordance with CRCNV's notations and is to submit a revised Submittal responsive to notations marked on the returned Submittal or written in the letter of transmittal.

2.7.3 SUBMITTAL NOT ACCEPTED AS NOTED (REVISE & RESUBMIT) Signifies Equipment represented by the Submittal appears to conform with the design concept and comply with the intent of the Contract Documents but information is either insufficient in detail or contains discrepancies which prevent CRCNV from completing his review. Contractor is to resubmit revised information responsive to CRCNV's annotations on the returned Submittal or written in the letter of transmittal. Fabrication or procurement of items represented by the Submittal and related Work is not to proceed until the Submittal is acceptable.

2.7.4 SUBMITTAL NOT ACCEPTABLE (SUBMIT ANEW) Signifies Equipment represented by the Submittal does not conform to the design concept or comply with the intent of the Contract Documents and is disapproved. Contractor is to submit Compliance Submittals responsive to the Contract Documents.

3. Procedure Submittals.

3.1 When required, transmit all Procedure Submittals in the quantity as follows:

3.2.1 Initial Submittal: Four (4) copies to the CRCNV. One (1) copy will be returned to the Contractor.

3.2.2 Resubmittals: Four (4) copies to the CRCNV. One (1) copy will be returned to the Contractor.

SECTION 800 EQUIPMENT

1. Quality Assurance.

1.1 Conform to applicable specifications, codes, standards, and requirements of regulatory agencies.

1.2 Provide equipment or material that comply with the requirements of the Contract Documents, undamaged, and, unless otherwise indicated, new and unused at the time of installation. Provide equipment or material that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.

1.2.1 Where they are available and if they comply with the Contract Documents, provide Equipment of types that have been produced and used successfully in similar situations on other projects.

1.2.2 Where, because of the nature of its application, CRCNV is likely to need replacement parts or additional amounts of the Equipment at a later date, either for maintenance and repair or replacement, provide standard products for which the manufacturer has published assurances that the Equipment and its parts are likely to be available to the CRCNV at a later date.

1.3 Comply with size, make, type, and quality specified, or as specifically approved in writing by the CRCNV.

1.4 If the Equipment is manufactured or fabricated:

1.4.1 Design, fabricate and assemble in accordance with the best engineering and shop practices.

1.4.2 Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

1.4.3 Two or more items of the same kind and by the same manufacturer must be identical.

1.4.4 Equipment must be suitable for the service conditions intended.

1.4.5 Capacities, sizes and dimensions shown or specified must be adhered to unless variations are specifically approved in writing.

2. Transportation and Handling.

2.1 The Contractor shall prepare Equipment for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage. Provisions for protection must include the following:

2.1.1 Crates or other suitable packaging materials.

2.1.2 Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.

2.1.3 Suitable rust-preventative compound on exposed machined surfaces and unpainted iron and steel.

2.1.4 Grease packing or oil lubrication in all bearings and similar items.

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

2.2 Tag or mark each item of Equipment with the Contract Number and Bid Item number as identified in the Contract Documents or on Compliance Submittals. Include complete packing lists and bills of material with each shipment. Each piece of every item need not be marked separately provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

2.3 The Contractor shall mail bills of material to the CRCNV prior to delivery of each shipment and shall include bills of material with each shipment.

2.4 Furnish the CRCNV with all requirements for unloading and handling of Equipment upon delivery sufficiently in advance to allow the CRCNV sufficient preparation time. Include type and capacity of unloading equipment required as applicable.

2.5 Deliver all Equipment by truck.

2.6 Deliver Equipment in an undamaged condition, in original containers or packaging, with identifying labels intact and legible.

2.7 Mark partial deliveries of component parts to identify the Equipment, to permit easy accumulation of parts, and to facilitate assembly.

2.8 The CRCNV shall receive, check, unload, inventory, accept and store all Equipment delivered to the specified location in accordance with proper notice.

3. Storage and Protection.

3.1 Furnish the CRCNV with all requirements for storage and protection of all Equipment sufficiently in advance of delivery to allow sufficient preparation time.

3.2 The CRCNV will furnish all facilities needed for storage of Equipment at the project site.

3.3 After delivery and acceptance, the CRCNV will assume responsibility for and protect all Equipment in accordance with the Contractor's recommendations.

SECTION 900 MANUFACTURER'S FIELD SERVICE

1. Services Required.

1.1 The requirement to provide a manufacturer's representative on-site during installation and startup of the Equipment is identified in those sections of this Contract providing the specifications for the Equipment. If the requirement to provide a manufacturer's representative is not identified, such service is optional by the Contractor.

1.2 If a manufacturer's representative is specified and required for the Equipment furnished:

1.2.1 Furnish the services of qualified, competent field representative and necessary assistants for the Equipment. The field representative must be certified by the manufacturer of the specified product or system as having the necessary knowledge and experience to perform the required functions.

1.2.2 The manufacturer's field personnel shall perform the following:

1.2.2.1 Observe the erection, installation, start-up, and testing of Equipment.

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

1.2.2.3 Supervise the initial start-up, operational check, and any required adjustments of the Equipment.

1.2.2.4 Instruct CRCNV's designated personnel in proper operation and maintenance of all Equipment.

1.2.3 The field representative shall report to the site at times designated by CRCNV.

1.2.4 The field representative must be acceptable to the CRCNV and must not be changed during the installation operations without the CRCNV's consent unless the field representative proves unsatisfactory to the Contractor.

SECTION 1000
TECHNICAL SPECIFICATION
FOR
69D-12.47GY/7.2kV
XFMR T1 & T2: 13.5/18/22.5 MVA, 55°C-rise; 15/20/25 MVA, 65°C-rise
POWER TRANSFORMER
WITH LV LTC

CRCBC-03

Final Audit Report

2024-04-29

Created:	2024-04-29
By:	Gina Lee Goodman (ggoodman@crc.nv.gov)
Status:	Signed
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EXHIBIT 1

STATE OF NEVADA

COLORADO RIVER COMMISSION OF NEVADA



INTERLOCAL AGREEMENT
CONTRACT NO. CRCPDP-500

BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CITY OF BOULDER CITY
FOR THE
CONSTRUCTION OF ELECTRIC FACILITIES

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EXHIBIT 1—SCOPE OF WORK

Exhibit A to Scope of Work- Schedule

**INTERLOCAL AGREEMENT
CONTRACT NO. CRCPDP-500
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
CITY OF BOULDER CITY
FOR THE
CONSTRUCTION OF ELECTRIC FACILITIES**

1. PARTIES

This INTERLOCAL AGREEMENT is made pursuant to Nevada Revised Statutes (“NRS”) Chapter 277, between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“Commission” or “CRC”), acting both as a principal on its own behalf and as an agent on behalf of the state, and the CITY OF BOULDER CITY (“Boulder City”), a Nevada municipal corporation.

2. EXPLANATORY RECITALS

- 2.1. NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.
- 2.2. Boulder City requests the CRC purchase materials, design, and construct facilities, and remove existing facilities (all included as “Facilities” as further defined below) for Boulder City as provided for in the Scope of Work attached hereto as Exhibit 1, which is incorporated herein in its entirety, and Boulder City is willing to fund the cost of such services.
- 2.3. NRS 538.166 authorizes the CRC to construct a facility for the generation and transmission of electricity.
- 2.4. The Parties agree that CRC’s performance of the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

3. DEFINITIONS

- 3.1. As used in this Contract, except as expressly provided or unless the context otherwise requires, the words and terms defined in subsections 3.2 to 3.16, inclusive, when initially capitalized and whether in singular or plural, have the meanings ascribed to them in those subsections.
- 3.2. **“City Engineer”** means the City Engineer for the City of Boulder City or his or her designee.
- 3.3. **“Commission”** means the Colorado River Commission of Nevada (“CRC”) or the executive director of the Commission, acting on behalf of the Commission.
- 3.4. **“Construction Budget”** means the budget for all costs of purchasing materials and designing, bidding and constructing the Facilities, and removing existing facilities, which is approved by Boulder City and described in section 7 of this Contract.
- 3.5. **“Construction Schedule”** means the Construction Schedule developed and updated

- by the CRC for the purchasing of materials and design and construction of the Facilities.
- 3.6. **“Contract”** means this Interlocal Agreement, Contract No. CRCPDP-500 between the CRC and Boulder City and all exhibits and incorporated documents.
 - 3.7. **“Emergency”** is an abnormal system condition, which requires immediate manual or automatic action to protect the health and safety of the Parties’ personnel or the public; to prevent loss of firm load, or equipment damage; or to prevent tripping of the system elements that could adversely affect the reliability of the electric facilities.
 - 3.8. **“Executive Director”** means the executive director of the CRC, or his or her designee.
 - 3.9. **“Facilities”** means the rebuild of Boulder City’s Substation #3, including purchase and installation of two transformers, demolition and removal of existing electrical facilities, and accompanying distribution systems to be designed and constructed by the CRC for Boulder City, that are depicted in Exhibit 1 Scope of Work.
 - 3.10. **“Operational”** means having been constructed, installed, and placed in service in accordance with the designs and specifications applicable thereto and being capable of continuous use for the delivery of energy, subject to de-energization for short periods of time to complete design modifications, warranty repairs, or correction of minor items discovered during testing and checkout.
 - 3.11. **“Party” or “Parties”** means the CRC or Boulder City, or both, as the case may be.
 - 3.12. **“Project Cost”** means all costs incurred by the CRC for the performance of Project Work as described in paragraph 3.13 of this Contract, including the CRC’s reasonable administrative costs in connection therewith.
 - 3.13. **“Project Work”** means all work performed by the CRC to purchase materials and design, permit, construct, and to place in full operational service the Facilities requested herein, and the removal of the existing electrical facilities, as described in Exhibit 1 Scope of Work.
 - 3.14. **“Prudent Utility Practices”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. The term is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to the acceptable practices, methods, or acts generally accepted in the Western Electric Coordinating Council region.
 - 3.15. **“Uncontrollable Force”** means any cause beyond the reasonable control of the Party affected, including but not limited to failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, pandemic, war, riot, civil disturbance, labor disturbance, sabotage, accident, unlawful actions or omission by others, restraint by court or public authority, which, by exercise of due diligence and foresight, the Party could not reasonably have been expected to avoid. Uncontrollable Force is expressly understood to include the inability to acquire for any particular Component of the Facilities the necessary environmental permits, land use or other required authorizations from the United States, or other permits or authorizations.
 - 3.16. **“Utilities Director”** means the Utilities Director of the City of Boulder City or his or her designee.

4. EFFECTIVE DATE

The Effective Date of this Contract shall be the date when it is fully executed by the Parties. By signing this Contract, each Party represents that this Contract is approved by appropriate official action of the governing body for such Party.

5. FACILITIES

The CRC shall purchase materials, design, and construct the Facilities depicted in Exhibit 1 Scope of Work, and remove existing facilities.

6. DEVELOPMENT OF THE FACILITIES

- 6.1. Design and Construction. The CRC shall purchase materials, design and construct the Facilities, and remove existing facilities, in accordance with Prudent Utility Practice, the latest edition of the National Electric Safety Code, and the latest edition of the National Electrical Code; and in accordance with plans and specifications approved in writing by Boulder City, which approval shall not be unreasonably withheld. Boulder City's approval of CRC's proposed purchase, design, and construction activities shall create no responsibility or liability on the part of Boulder City for their completeness, design, sufficiency, or compliance with any applicable law. The Parties shall meet as requested by either Party to coordinate design efforts.
- 6.2. Not-to-Exceed-Amount. CRC shall purchase materials, design, and construct the Facilities and remove the existing electrical facilities as detailed in the Scope of Work, for a not-to-exceed amount of four million five hundred thousand dollars (\$4,500,000.00) subject to the approved Construction Budget.
- 6.3. Completion Date. The CRC shall use its best efforts to ensure that the Facilities are operational by June 30, 2025. The foregoing date may be re-negotiated by the Parties (1) as the CRC and Boulder City may agree as evidenced by amendment of this Contract, or (2) by the CRC, if, and to the extent, the CRC is prevented from meeting such date by reason of (i) an Uncontrollable Force, or (ii) any failure of Boulder City to give approvals, obtain permits or provide funding to the CRC pursuant to this Contract.
- 6.4. Designs and Specifications. The CRC shall develop designs and specifications for the Facilities. The CRC shall provide designs and specifications to Boulder City for review, on a schedule agreed upon by Boulder City's Utilities Director, City Engineer and the CRC Assistant Director of Engineering and Operations, which shall allow at least fourteen (14) days for the Utilities Director and City Engineer to review and comment on both the initial designs and specifications and any subsequent version of them. CRC shall obtain the approval of Boulder City's Utilities Director and City Engineer as evidenced by their signature on the designs and specifications prior to dates on which the CRC first issues a request for proposals or enters into a contract for the procurement of materials or construction services.

Upon written approval by Boulder City's Utilities Director, the designs and specifications submitted by the CRC shall be deemed acceptable to Boulder City. Any modifications to designs or specifications similarly shall be subject to approval of Boulder City, other than field modifications made after award of the relevant contract that do not increase the cost of the Project Work by more than one percent (1%) when considered individually, or ten percent (10%) when considered collectively with all other field modifications ("Field Modifications"). CRC shall provide promptly to Boulder City records of such Field Modifications documenting the justification for the modification, its cost, and a description of factors which required it.

- 6.5. Construction Schedule. The CRC shall develop and regularly update a construction schedule using Microsoft Project® that shall serve as the design and construction schedule for the Facilities. The CRC shall provide to Boulder City the construction schedule, and all revisions thereto, on at least a monthly basis, and shall inform Boulder City within one (1) business day of any Field Modification. Upon written approval by Boulder City's Utilities Director, the construction schedule, and all revisions thereto, shall be deemed acceptable to Boulder City.
- 6.6. Required Land for the Facilities. Boulder City owns all interest in real property

- necessary for the construction of the Facilities.
- 6.7. Grant of Access. Boulder City grants to the CRC, all access rights to enter upon real property in which Boulder City has an interest or upon which Boulder City is entitled to enter, to the extent necessary for the CRC to complete the Project Work.
 - 6.8. Compliance and Permitting. Boulder City shall prepare, or cause to be prepared, any environmental impact statement, environmental assessment, or other document required by any applicable law such as the National Environmental Policy Act, the Endangered Species Act, the National Historic Preservation Act, section 404 of the Clean Water Act, or similar local, state and federal environmental law to the extent such documents are not prepared by a local, state or federal agency. Boulder City shall have the responsibility to use its best efforts to obtain all environmental permits for the Facilities under local, state or federal law, including but not limited to any permits required from the Corps of Engineers, the U.S. Fish and Wildlife Service, and the Nevada Division of Environmental Protection.
 - 6.9. Cooperation. The CRC shall support Boulder City's efforts to comply with all applicable requirements of law listed above and obtain all necessary permits. This support shall include, and is not limited to, assisting Boulder City with evaluating federal requirements, obtaining and providing information required to comply with such requirements, and, at the request of Boulder City, participating in proceedings which may determine whether, and when Boulder City is in compliance with all applicable requirements. And, in general, the Parties shall assist each other by providing documentation and providing other forms of support as needed for obtaining right of way, permitting, and other authorizing processes.
 - 6.10. Design and Construction Authorized Representatives. After approval of this Contract the CRC and Boulder City shall each identify in writing a designated representative, and at any time a Party may identify in writing a designated alternate to that representative, for design and construction matters ("D&C Authorized Representative"). The D&C Authorized Representative shall serve as the point of contact and coordination of design, material procurement and construction matters. Either Party may change the designation of its D&C Authorized Representative and its alternate, upon written notice given to the other and confirmed promptly by written notice.
 - 6.11. Meetings. The D&C Authorized Representatives of the Parties shall meet at least monthly, at such time(s) as may be mutually agreed upon, to review design and construction issues or other matters relating to the Facilities.
 - 6.12. Start of Construction. Nothing in this Contract obligates the CRC to initiate construction of the Facilities until all required permits and authorizations have been obtained.
 - 6.13. Operational Status. The CRC shall provide written notice to Boulder City when the Facilities become Operational.
 - 6.14. Right to Enforce. CRC shall ensure that its contracts with contractors providing materials and services under this Contract name Boulder City as a third-party beneficiary with rights to enforce contract terms including but not limited to warranties.

7. PROJECT COSTS, BUDGETS AND PAYMENTS

- 7.1. Project Costs. Project Costs shall include the following:
 - 7.1.1. All costs of labor, services, and studies provided or performed for the design or development of the Facilities and completion of Project Work.
 - 7.1.2. All direct, indirect and overhead costs of construction of the Facilities.
 - 7.1.3. All costs, including any rental charges, of materials, supplies, tools, machinery, equipment and apparatus used in connection with the Facilities.

- 7.1.4. All premiums, deductibles, and other costs of project insurance, which shall include, but not be limited to insurance for builders' risk, arising out of or resulting from this Contract or developing the Facilities.
- 7.1.5. All federal, state or local taxes of any character imposed upon the Facilities, if applicable.
- 7.1.6. Payroll of the CRC's staff who perform work relating to the Facilities, including customary labor loading charges applicable thereto, such as Social Security tax, federal or state unemployment taxes, time-off allowances; and other expenses the CRC incurs in development of the Facilities.
- 7.1.7. CRC's allocated administrative and general expenses to cover the costs of services rendered by it in development of the Facilities.
- 7.2. Fee for Service. The CRC shall not be entitled to a fee, price, percentage, or any other compensation over and above the costs of services rendered by them in the performance of the Project Work.
- 7.3. Construction Budget. The CRC shall prepare and submit to Boulder City on or before June 30, 2023, or at such later time as Boulder City's Utilities Director and the CRC Assistant Director of Engineering and Operations may agree in writing, a proposed Construction Budget for all Project Costs for Project Work. The proposed Construction Budget must reflect expected expenditures by calendar year month and inflationary increases, if any. The proposed Construction Budget shall include those costs incurred by the CRC for Project Work prior to the submission of the Construction Budget to Boulder City. Such costs incurred prior to the submission of the Construction Budget shall be included in the amount shown in the Construction Budget for the first month following the date of approval of the Construction Budget. Once the Construction Budget has been approved, Boulder City's Utilities Director shall provide an approved budget (in writing) to CRC and such budget shall constitute the Construction Budget.
- 7.4. Adherence to Construction Budgets. The CRC shall expend or authorize the expenditure of funds for Project Work only in conformity with the then-effective Construction Budget. Boulder City shall compensate the CRC for Project Costs as agreed upon by the Parties in the Construction Budget.
- 7.5. Funding Advances and Billing Process. Funding advances and billing shall be processed in accordance with Section E of Exhibit 1 Scope of Work.
- 7.6. Tracking Expenditures. The CRC shall record, track and monitor expenditures for work performed pursuant to this Contract, and monthly provide Boulder City with records of invoices and payroll. If at any time the CRC becomes aware that the monthly amounts or the total Construction Budget amount shall be exceeded by the CRC, then the CRC shall submit to Boulder City a proposed revision to the Construction Budget.
- 7.7. Revisions to the Construction Budget. Should it become necessary, the CRC may propose revisions to the Construction Budget after the Construction Budget has been approved by Boulder City. Proposed revisions to the Construction Budget, along with a written explanation of the basis for the change, shall be submitted to Boulder City for consideration. Once approved in writing by Boulder City's Utilities Director, the revised budget shall constitute the Construction Budget.
- 7.8. Failure to Agree on Construction Budgets or Provide Advance Funding. If (1) Boulder City and the CRC fail to agree upon the Construction Budget or any revision thereto, or (2) Boulder City fails to advance funds to the CRC pursuant to this Contract, then the Authorized D&C Representatives shall meet within fourteen (14) days to attempt to develop an alternative design to meet Boulder City's budget constraints. In the event that the Authorized D&C Representatives cannot resolve the issues and finalize the Construction Budget or funding issue, they shall provide Boulder City's Utilities Director and the CRC Executive Director a written document identifying the issues

under dispute and presenting each Party's proposed resolution of each issue. Boulder City's Utilities Director and the CRC's Executive Director shall meet within seven (7) days of receipt of this document and attempt to resolve the issues set forth therein. In the event that Boulder City's Utilities Director and the CRC's Executive Director cannot resolve the issues and finalize the Construction Budget or funding issue, this Contract shall be deemed terminated, and the CRC shall be under no obligation to continue to develop the Facilities, or to continue to implement the terms of this Contract. Such termination shall not affect the Parties' legal rights, if any, including the CRC's right to collect all amounts owed to the CRC by Boulder City, if any. Such amounts may include, without limitation, unpaid Project Costs. It is the intention of the Parties that the CRC shall not be required to ever advance any funds or provide any construction services unless it has received funds in advance from Boulder City.

- 7.9. Final Accounting. Within one hundred and twenty calendar (120) days after the completion of construction and development, the CRC shall determine the actual Project Costs for the Facilities and shall forward such information to Boulder City.
- 7.10. Refunds. If the actual cost is less than the amount advanced by Boulder City as determined by the final accounting, and the construction of the facilities is either completed or terminated, the CRC shall refund the difference to Boulder City within thirty (30) days following completion or termination of the work. Neither Party shall pay interest on refunds.

8. OWNERSHIP OF PROPERTY

It is understood and agreed by the Parties that Facilities constructed or caused to be constructed by the CRC pursuant to this Contract are and shall remain the exclusive property of Boulder City.

9. INDEMNITY.

Neither Party waives any right or defense to indemnification that may exist in law or equity.

10. INSURANCE

The Project Work and Facilities shall be covered by insurance paid for by Boulder City as provided for in section 7.1.4. The CRC and Boulder City shall jointly determine and agree on the type and amount of insurance coverage for the Facilities no later than the Effective Date. Insurance shall only be procured from insurance companies authorized to do business in Nevada under a then subsisting certificate of insurance issued by the Nevada Commissioner of Insurance, and A Best Key Rating of B++ or better, and both CRC and Boulder City shall be named as insureds on the insurance certificate, copies of which shall be provided to both Parties.

11. TERMINATION

- 11.1. Termination. This Contract may be terminated upon any one of the following conditions:
- 11.1.1. By mutual written consent of the Parties.
 - 11.1.2. By the CRC if Boulder City fails to advance or otherwise provide funds required by this Contract in accordance with Section 7.5.
 - 11.1.3. By the CRC if Boulder City fails to meet its obligations under this Contract.
 - 11.1.4. By Boulder City if the CRC fails to meet its obligations under this Contract.
- 11.2. Financial Obligations. Termination of this Contract shall not terminate any Party's financial or performance obligation to any Party hereunder for funds expended or owing under contracts for which payment has been authorized prior to the date of such termination, and such termination shall not impair or be construed to limit a Party's legal right to collect amounts owed, if any, or to compel performance for tasks previously paid

for.

- 11.3. Obligation to Construct. Termination of this Contract shall cease the obligation of the CRC to construct the Facilities, except as required to complete work that Boulder City is paying for under section 11.2.

12. LIMITED LIABILITY

The parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any breach by the CRC shall never exceed the amount of funds which have been appropriated for payment under this Contract.

13. NOTICES

- 13.1. Any notice, demand or request required or authorized by this Contract must in writing, signed on behalf of the Party by an authorized representative, and delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

To the CRC:

Eric Witkoski, Executive Director
 Colorado River Commission of Nevada
 555 East Washington Avenue, Suite 3100
 Las Vegas, Nevada 89101-1065
 Phone No.: (702) 486-2686
 Fax No.: (702) 486-2695
 E-mail: ewitkoski@crc.nv.gov

To Boulder City:

Utilities Director
 401 California Avenue
 Boulder City, Nevada 89005
 Phone No.: (702) 293-9233
 E-mail: jstubit@bcnv.org

- 13.2. Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands or request hereunder.
- 13.3. In addition to the methods of communication described in subsection 13.1, either Party may use telecopy or facsimile transmission. Communications related to scheduling provided from and to the operating personnel of either Party may be accomplished by electronic mail. Where telecopy, facsimile, or electronic mail is utilized, the sending Party must keep a contemporaneous record of the communication.
- 13.4. This section does not apply to notices, demands or requests of a routine nature, such as a demand for money due. These communications must be given in a manner prescribed by the Authorized Representative.

14. ASSIGNMENT OF CONTRACT

This Contract shall be binding on, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns. However, neither Party may assign or otherwise transfer its rights under this Contract without the prior written approval of the other Party, which approval must not be unreasonably withheld. Any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

15. AUDIT

Boulder City shall have the right to audit, cost records for Project Work for a given fiscal year for five (5) years following the end of the CRC fiscal year for the year the cost was incurred. Thereafter Boulder City shall not have any right to audit such cost records. Fiscal year shall be the period beginning July 1st and ending June 30th of the following year.

16. ACCESS TO BOOKS AND RECORDS

Each Party is entitled to free access at all reasonable times to the books and records of the other Party relating to activities under this Contract, with the right at any time during regular business hours to make copies of those books and records.

17. OWNERSHIP OF PROPRIETARY INFORMATION

Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blueprints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both Parties.

18. BREACH - REMEDIES.

Failure of either Party to perform any obligation of this Contract shall be deemed a breach. However, failure to declare a breach or the actual waiver of any particular breach of this Contract by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed \$150.00 per hour.

19. ADDITIONAL FACILITIES

The Parties may enter into one or more additional agreements for the design and construction of additional Facilities.

20. GENERAL CONTRACT PROVISIONS

- 20.1. Documents. Each Party agrees, upon request by the other Party, to make, execute, and deliver any and all documents reasonably required to implement the terms, covenants, and conditions of this Contract.
- 20.2. Exhibits. Exhibit 1 Scope of Work is attached hereto and all future exhibits by this reference are incorporated herein and made a part hereof and shall remain in effect in accordance with its terms unless superseded by an amended version of the exhibit approved by the Parties.
- 20.3. No Third-Party Beneficiaries. This Contract is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right, as a third-party beneficiary or otherwise, by virtue of this Contract.
- 20.4. Waiver. By mutual written consent of all the Parties, performance by one or more of the Parties of any obligation under this Contract may be excused or waived. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

- 20.5. Amendment. None of the terms and conditions of this Contract may be changed in any manner by any action or inaction of either Party unless in writing executed by the Parties.
- 20.6. Specific Enforcement. The Parties agree that the provisions of this Contract, other than provisions requiring the payment of money, shall be specifically enforceable,
- 20.7. Independent Terms, Covenants, Conditions. Each term, covenant and condition set forth and contained in this Contract is deemed to be an independent term, covenant or condition, and the obligation of any Party to perform any or all of the terms, covenants, and conditions to be kept and performed by it is not conditioned on the performance by any or all of the other Parties of any or all of the terms, covenants or conditions to be kept and performed by them.
- 20.8. Severability. If any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition to any person or circumstance, is held invalid by any court having jurisdiction in the premises, the remainder of this Contract, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any provision of this Contract be declared invalid or prohibited, the Parties shall in good faith negotiate a new provision to replace the provision declared invalid or prohibited and amend this Contract to include such provision.
- 20.9. Headings. The section headings in this Contract are intended for convenience only and shall not be construed as interpretations of the text of the Contract.
- 20.10. Entire Agreement. This Contract, including all exhibits hereto, constitutes the entire agreement between the Parties pertaining to all matters hereunder. There are no oral promises, conditions, representations, understandings, interpretations or term of any kind as conditions or inducements to the execution hereof or in effect between the Parties. No change, addition, or deletion may be made to this Contract except by a written amendment executed by the Parties.
- 20.11. Governing Law. This Contract is governed by the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of and venue in a state court of competent jurisdiction in Clark County, Nevada, for enforcement of this Contract.
- 20.12. Authority to Contract. Each Party represents to the other that it has full power and authority to execute this Contract and to perform its obligations under this Contract, and that it has taken all requisite action to authorize such execution and performance.
- 20.13. Counterparts. This Contract may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if both the Parties to the aggregated counterparts had signed the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this Contract.

**State of Nevada, acting by and through its
COLORADO RIVER COMMISSION OF
NEVADA**



**Eric Witkoski
Executive Director**

April 12, 2023

Date

CITY OF BOULDER CITY



City Manager

April 12, 2023

Date



**Tom McKay
City Clerk**

April 12, 2023

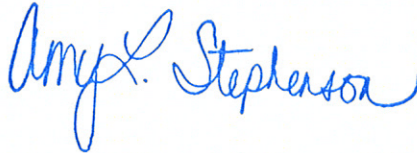
Approved as to from:

E-SIGNED by Brittany Walker
on 2023-04-12 19:11:07 GMT

City Attorney

April 12, 2023

Date



APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

JUN 13 2023

Date

Approved as to form:

Office of the Attorney General



Michelle Briggs (Apr 13, 2023 11:29 PDT)

**Michelle Briggs
Special Counsel**

Apr 13, 2023

Date

demarcation points, schedules and costs contained within this Scope of Work.

E. FUNDING

Boulder City will provide advance monthly payment to the CRC for design, purchase of materials and construction of the Substation #3 modification and additions, and removal of existing facilities. As discussed in this Scope of Work, the CRC has prepared an initial project cost estimate. This estimate will be used to develop a cash flow statement that will serve as the basis for payments. As project work progresses, the CRC will prepare updates of the project cost estimate and cash flow statement and once approved by Boulder City, these will serve as the basis for future payments. The CRC will provide Boulder City with monthly updates of invoices and payroll expenses.

F. SUBSTATION DESIGN AND CONSTRUCTION SCOPE OF WORK

The CRC will prepare complete and detailed calculations, designs, estimates, material specifications and construction specifications and provide related services for the design and construction of the Substation #3 modifications, additions and removal of existing facilities. Such designs and specifications will include at a minimum, bills of materials, equipment sizes and ratings, material requirements, performance parameters, layout details, construction details and all other information required to procure, install, erect and construct the substation modification and additions. In completion of its responsibilities, the CRC may perform the following activities.

- Prepare periodic updates of the initial conceptual substation cost estimate and cash flow statement.
- Prepare periodic updates of the initial substation construction schedule.
- Prepare engineering studies necessary to size equipment, select fuses and determine relay settings.
- Conduct detailed subsurface explorations in order to prepare foundation and grounding system designs. If Boulder City has geotechnical data that can be provided, this task will not be required.
- Conduct site surveys of the substation sites and prepare grading plans, drainage plans and layout drawings.
- Prepare documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the procurement of materials for the substations. The CRC will issue purchase contracts to selected vendors for material procurement.
- Review and approve submittals from vendors for material.
- Conduct factory inspections of materials as deemed appropriate and necessary.
- Prepare design and bid documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the substation construction contract.
- Locate and stake baseline and reference points for the substations.
- Evaluate bids received for the substation construction contract and award contract to the bidder providing the best bid based upon the selection procedures established by the CRC.
- Obtain a dust control permit for substation construction activities.
- Review contractor submittals for compliance with the substation construction contract.

- Provide construction management services during construction of the modification and additions within the substation, including for removal of existing facilities.
- Conduct or oversee field testing and inspection of substation equipment and facilities, as well as complete functional testing of affected circuits and equipment.
- Prepare as-built drawings for the substations.

G. PERMITTING

As part of Boulder City's overall addition and modification of Substation #3, Boulder City will obtain any necessary right of way, conditional use permit and grading permits for the substation. CRC will provide support for Boulder City's right of way and permitting efforts, as provided for in the Agreement. The CRC will obtain dust control permits at the time of construction.

H. SCHEDULE

On-site construction is expected to commence in June of 2023. Energization of Substation #3 is expected by June 30, 2025.

The schedule shown in Exhibit A has been prepared based on the assumption that the CRC and Boulder City enter into an interlocal contract for design and construction of the electric facilities by June 30, 2023.

I. ESTIMATED COST

For planning purposes, the CRC has estimated the costs for the services as outlined in this Scope of Work and these costs are summarized in the following table. All costs listed below are in 2023 dollars.

Substation #3	Costs
Design, Material Procurement, Construction Management	\$4,500,000.00
Total	\$4,500,000.00

The above costs do not include any amounts for project permitting and right-of-way acquisition, other than the supply of technical data and related support to Boulder City. The above costs include 20% for contingency given the preliminary level of estimating.

The costs quoted are for planning purposes only. The costs are based upon conceptual planning and historical costs for similar facilities. The costs are not based on detailed designs or unit pricing. Actual costs will vary from those quoted. Additional estimates will be prepared by the CRC and provided to Boulder City during the planning, design and construction stages of the project.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: <i>For possible Action:</i> Public Comment and Adoption of Language Access Plan pursuant to NRS 232.0081.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend adoption of the proposed Language Access Plan with directions to modify as necessary in the future to meet the requirements of NRS 232.0081.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background

The Language Access Policy codified in NRS 232.0081 was passed to improve access to government services for individuals with limited English proficiency. The policy aims to promote inclusivity by ensuring that residents who do not speak English as their first language, can access essential public services without language barriers. Nevada’s diverse population, particularly in regions like Las Vegas, prompted the need for a more structured approach to language accessibility.

Under NRS 232.0081, state agencies are to develop and implement Language Access Plans. These plans must detail how agencies will provide language services to individuals with limited English proficiency, including translation of vital documents and interpretation services. Additionally, an agency is to post for its Language Access Policy publicly for comments.

B. Application to Commission

The Commission’s proposed Language Access Policy is attached and is similar to agencies such as the Commission that do not serve the public directly on a daily basis. The Commission does have information available on its website that provides updates on the Commission’s activities regarding the Colorado River and Hydropower. The Commission has on its website a feature that can instantly provide translation of the information to any language requested. Further, upon request for information in alternative languages, the Commission has the capability to translate using an electronic system.

C. Conclusion:

Under NRS 232.0081, the Commission is required to seek comments on its Language Access Policy that is attached and is listed as an agenda item. Staff request the Commission approve its proposed Language Access Policy and with the direction to the Director to further refine in the future, if necessary, to meet the requirements and spirit of NRS 232.0081.

**STATE OF NEVADA
COLORADO RIVER COMMISSION OF NEVADA
LANGUAGE ACCESS POLICY**

09/05/2024

PURPOSE

The purpose of this policy is to define the Language Access Policy of the Colorado River Commission of Nevada (the “Commission”) and the guidelines and rules under which it will operate. The Commission’s primary missions are to responsibly manage Colorado River water resources, deliver reliable, clean, and affordable hydropower energy for the long-term benefit of southern Nevada, and to provide accessible public information about Nevada’s Colorado River water and hydropower resources, while protecting and safeguarding these resources for the greatest benefit to all Nevadans.

AUTHORITY & REFERENCES

The legal basis for this policy is NRS 232.0081.

SCOPE

This policy applies to all printed and digital products prepared for public release by the Commission.

POLICY

It is the policy of the Commission to ensure the printed and digital products prepared for public release by the Commission are accessible by the members of the public.

PROFILE OF AGENCY LIMITED ENGLISH PROFICIENCY (LEP)

The Commission’s LEP clients include the state’s population. The Commission will provide documents in English, and can provide the same documents in Spanish, and other languages, upon request.

LANGAUGE ACCESS SERVICES AND PROCEDURES

The Commission will provide documents in English and can provide the same documents in other languages upon request. Documents will be prepared so they are compatible with accessibility software to be available to visually impaired people.

IMPLEMENTING AGENCY LANGUAGE ACCESS SERVICES

This policy will be implemented by producing digital documents in English and can provide the same documents in other languages upon request. Digital documents will be compatible with accessibility software.

EVALUATION OF AND RECOMMENDATIONS FOR AGENCY ACCESS PLAN

The effectiveness of the policy will be reviewed by the staff annually and the staff will provide recommendations for updates or changes based on responses and information gathered over the previous year.

This policy is not a substitute for relevant law or regulation, nor does it establish additional rights beyond those provided in law and regulation. This policy is intended to be used in conjunction with State law and the Nevada State Administrative Manual (SAM).

Eric Witkoski
Executive Director

Issue Date

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: *For Possible Action:* Consideration of and possible action to appoint Shae Pelkowski as a Board Member from the Colorado River Commission of Nevada to serve on the Silver State Energy Association (SSEA) Board of Directors and approve Shae Pelkowski to serve, if selected by the SSEA board, as its chairman or vice chairman; or alternatively appoint another person to fulfill the role.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve Shae Pelkowski as a Board Member from the Commission to serve on the Silver State Energy Association Board of Directors and to serve as chairman or vice chairman if designated.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background

In June of 2007, the Colorado River Commission of Nevada (Commission) authorized the Commission's participation in the Silver State Energy Association (SSEA) and executed the SSEA Cooperative Agreement with the City of Boulder City, Lincoln Power District No. 1, Overton Power District No. 5 and Southern Nevada Water Authority (SNWA).

The members of the SSEA are all public agencies that share a common goal to jointly plan, develop and own and operate power resources to meet their own needs and those of their customers.

Pursuant to Section 8.2 of the Cooperative Agreement, the governing body of each Member shall appoint one Director and one alternate Director to represent it on the SSEA Board. In the past, Robert Reese served on the SSEA Board and Doug Beatty served as the alternate. With Mr. Reese's recent retirement, the Commission needs to appoint a new person to the board.

B. Recommendation:

Following discussions with SNWA, Staff is recommending that the Commission appoint Shae Pelkowski, the Commission's Assistant Director of Engineering and Operations, as the Commission's representative to the SSEA board and to allow Mr. Pelkowski to serve as the SSEA chairman or vice chair, if selected by the SSEA board.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: <i>For Information Only:</i> Update on budget submitted for the FY 2026 and FY 2027 and related matters and upcoming 2025 Legislative session.
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RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:
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FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update at the Commission meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission, Public Utilities Commission of Nevada filings and Federal Legislation.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:
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None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: For Information Only: Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada’s consumptive use of Colorado River water, basin negotiations, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comments until the matter itself has been specifically included on the agenda as an item for possible action.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: Comments and questions from the Commission members
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM M
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: Selection of the next possible meeting date.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, December 10, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM N
FOR MEETING OF NOVEMBER 12, 2024**

SUBJECT: Adjournment.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION:
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND: