

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF JULY 11, 2023**

SUBJECT:

For Possible Action: Consideration of and possible action to approve a four-year Contract, SA-23-01, in the total amount of \$379,456, for Substation Insulator Cleaning Services, between the Colorado River Commission of Nevada and Energized Substation Maintenance, Inc.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends the Commission award Contract No. SA-23-01 to Energized Substation Maintenance, Inc., and authorize the Executive Director to sign it on behalf of the Commission.

FISCAL IMPACT:

Approval of the contract as recommended will result in expenditures not-to-exceed \$379,456 over the term of the contract.

STAFF COMMENTS AND BACKGROUND:

The Commission owns, operates and maintains three 230-kV to 14.4-kV substations comprising the Basic Substation Project. The Commission utilizes these substations to provide electric services to the Commission's customers located at the Basic Industrial Complex: Basic Water Company, Borman Specialty (formerly Tronx), Lhoist North America, Olin Chlor Alkali Products, and Titanium Metals Corporation (TIMET).

These substations are exposed to various air-borne emissions because they are located in close proximity to the various chemical and metallurgical processing plants at the Basic Industrial Complex. They were designed with recognition of the environmental conditions, including the use of copper components in lieu of aluminum to prevent interaction with on-site chlorine gas. However, the presence of local contaminants presents a condition that must be mitigated through effective preventative maintenance.

Effective preventative maintenance is accomplished through the periodic cleaning of the substation insulators. Substation insulators are used to support energized bus, conductor and equipment and are designed to prevent water from flowing over the surface of the insulator in a continuous path during a rainstorm. If contaminants are allowed to build up on an insulator, electricity will travel from the energized bus, conductor or equipment over the surface of the insulator to the underlying steel support structure resulting in a "flashover" which will produce an unscheduled interruption in electric service.

Standard industry practice requires the insulators to be cleaned twice each year to prevent a flashover. Because of the hazard involved and the unique nature of the work, cleaning of substation insulators is only performed by a handful of contractors nationwide.

On March 27, 2023, Contract No. SA-23-01 for Substation Insulator Cleaning Services was released for bid. By bid closing on May 5, 2023, the Commission had received one bid. The bid amount is shown below.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF JULY 11, 2023**

| Bidder Name | Bid Amount |
|--|-------------------|
| Energized Substation Maintenance, Inc. | \$344,960 |

AGENDA ITEM D (CONTINUED) STAFF COMMENTS AND BACKGROUND:

The Commission's staff and engineers have evaluated the bids based on price, proposed products, schedules, bidder exceptions, safety records and other related factors.

The evaluation also included compliance with Nevada Revised Statutes (NRS) 338.147 under which bidder preference is given to a bidder who is a Nevada licensed contractor, who provides proof of payment of taxes to the State of Nevada and a certificate of eligibility from the State Contractors' Board.

Staff's evaluation confirmed that the bid from Energized Substation Maintenance, Inc., was the lowest responsive bid. No Nevada companies submitted bids. Staff therefore recommends award of Contract No. SA-23-01 to Energized Substation Maintenance, Inc.

Staff is requesting contract authority of \$379,456 which includes a 10 percent contingency for quantity adjustments and change orders.

A copy of the contract is attached for review.



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

REQUEST FOR PROPOSALS

SUBSTATION INSULATOR CLEANING SERVICES

Contract No. SA-23-01

Issued For Bid
March 27, 2023

CONTRACT SA-23-01
SUBSTATION INSULATOR CLEANING SERVICES

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SECTION 100
REQUEST FOR PROPOSALS (“RFP”)

1. NOTICE

The Colorado River Commission of Nevada (the “CRCNV”) is seeking proposals for substation insulator cleaning services. Proposals are sought from qualified Proponents that have an established record of cleaning insulators in energized substations. Documentation supporting the experience of each Proponent will be required.

2. QUESTIONS REGARDING REQUEST FOR PROPOSAL

Questions concerning this Request for Proposal should be directed to:

Mr. Robert Reese
Colorado River Commission of Nevada
555 East Washington Ave, Suite 3100
Las Vegas, Nevada 89101-1065
Telephone: (702) 856-3611
Cell Phone: (702) 682-6972
Email: breeser@crc.nv.gov

3. SITE VISIT

The weeks of April 10, 2023 through April 24, 2023 has been reserved by the CRCNV to conduct onsite tours of the substation facilities for potential Proponents. An onsite tour is mandatory for Proponents intending to respond to this Request for Proposals. Tours will be conducted individually and arranged on a first-come, first-served basis. Tours may be arranged by contacting Mr. Reese at the telephone number indicated above.

4. PRICING AND SECURITY

Proposals will be received on a unit price basis as described in the Contract Documents. The selected Contractor will be required to post a performance bond in an amount equal to the contract price.

5. DUE DATE

Proposals submitted in response to this Request for Proposal must be received by **2:00 p.m., Pacific Standard Time, May 5, 2023**, at the location designated in Section 200.

SECTION 200 PROPOSAL INSTRUCTIONS

1. QUALIFICATIONS

The CRCNV will consider the qualifications of Proponents when evaluating proposals. Proponents must complete the Qualification Statement provided in Section 310.

2. NEVADA LICENSE REQUIREMENTS

Work under the Contract involves numerous disciplines and is performed in energized substations in close proximity to high voltages. CRCNV has determined that Proponent must be a licensed contractor with the State of Nevada as follows: possessing a full A license, or at a minimum an A-17 license; a full c-2 license, or at a minimum a C-2(e) license; a full C-4 license, or at a minimum a C-4(d) license; or a full C-15 license or at a minimum a C-15(d) license. Bidder's license limits must equal or exceed the value of the work being bid.

Although bids will be accepted from bidders that may be licensed in a variety of classifications, only those bidders who have experience working in energized, high-voltage substations shall be considered for this work. At a minimum, bidders must be qualified pursuant to Occupational Safety and Health Standards (OSHA), 29 CFR Part 1910, and all employees working within CRCNV's substations must be deemed qualified employees pursuant to 29 CFR 1910.332.

In the event of joint ventures, each venture must be licensed, and the joint venture must have an additional license for acting in the capacity of such joint venture unless the joint venture has an unlimited license. Further, the State of Nevada makes no distinction regarding subcontractors, who must also be licensed in Nevada. The Proponent must provide evidence of licensure with the proposal.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting a proposal, it is the responsibility of each Proponent to (a) thoroughly examine the Contractor documents and all requirements therein; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local laws and regulation that may affect cost, progress, performance, or furnishing of the work; (d) study and carefully correlate the Proponent's observations with the Contract Documents; and (e) promptly notify the CRCNV of all conflicts, errors, or discrepancies discovered by the Proponent in the Contract Documents. Submission of a proposal must be conclusive evidence that the Proponent has complied with the requirements of the preceding sentence.

4. PROPOSAL FORM

The Proposal Form is found in Section 300.

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the corporation). Proposals by partnerships must be executed in the partnership name and signed by

a partner. Proposals by joint ventures must be signed by each participant in the joint venture of by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

The proposal must contain an acknowledgment of receipt of all Addenda, the numbers and dates of which must be filled in on the Proposal Form.

5. SUBCONTRACTORS

Subcontractors must not be used for any portion of the work other than for transportation and hauling of equipment and materials.

6. BID SECURITY

Bid security is not required.

7. PROPOSALS AS PUBLIC RECORDS

The CRCNV is a public agency and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). After a proposal is received by the CRCNV, its contents will become public record, and nothing contained in the proposal will be deemed confidential.

8. SUBMISSION OF PROPOSALS

Proposals must be submitted by **2:00 p.m., Pacific Standard Time, May 5, 2023**, or as modified by Addendum. Proponents must submit one original and two copies in a sealed envelope clearly marked **"CONFIDENTIAL: REQUEST FOR PROPOSAL—CONTRACT NO. SA-23-01"** with the name and address of Proponent.

Proposals should be mailed, or hand delivered to:

Colorado River Commission of Nevada
Attention: Mr. Robert D. Reese
555 E. Washington Avenue, Suite 3100
Las Vegas, NV 89101-1065

All proposals remain subjects to acceptance by the CRCNV for sixty (60) days.

9. AWARD OF CONTRACT

The CRCNV reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional proposals, and to reject the proposal of any Proponent if the CRCNV believes that it would not be in the best interest of the State of Nevada to make an award to that Proponent. The CRCNV also reserved the right to waive formalities.

10. SIGNING OF AGREEMENT

After approval by the CRCNV's governing board, it will issue to the successful Proponent a Notice of Award along with three copies of the Contract Documents. The successful Proponent must sign all copies of the Contract within the number of days set forth in the Section 300, Proposal Form, leaving the dates blank; insert the required bonds and power of attorney in the appropriate places, and deliver all copies to the CRCNV. The CRCNV will execute all copies of the Contract and return one original to the Proponent.

11. TAXES

All taxes that are lawfully assessed against the CRCNV or the Proponent in connection with the work must be paid by the Contractor. The Contract Price must include all such taxes.

12. PREVAILING WAGE RATES

The prevailing wage rates established by the Nevada Labor Commissioner or an hourly wage greater than the prevailing wage rates must be paid to all skilled or unskilled workmen engaged in the performance of the work under the Contract. Prevailing wage rates are as issued by the State of Nevada, Office of the Labor Commissioner.

Prevailing wage rates are subject to change, and it is the Proponent's responsibility to ensure that it is aware of and will pay the prevailing wage rates in effect at the time of the proposal due date.

**SECTION 300
PROPOSAL FORM**

CONTRACT IDENTIFICATION:

Colorado River Commission of Nevada
Substation Insulator Cleaning Services
Contract No. SA-23-01

THIS PROPOSAL IS SUBMITTED BY:

Energized Substation Maintenance, Inc. (Proponent)

THIS PROPOSAL IS SUBMITTED AS FOLLOWS:

ONE (1) MASTER AND TWO (2) COPIES TO CRCNV AT:

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

1. Proposal envelope should be clearly marked, "CONFIDENTIAL; REQUEST FOR PROPOSAL—CONTRACT NO. SA-23-01".
2. The undersigned Proponent proposes and agrees to enter into the Agreement with CRCNV for Substation Insulator Cleaning Services, which is set forth in Section 400.
3. Proponent accepts all of the terms and conditions contained in this Agreement, including without limitation those dealing with the disposition of security. This Proposal shall remain subject to acceptance by the CRCNV for ninety (90) days after the day it is received by the CRCNV. CRCNV shall, within ninety (90) days after the date of opening Proposals, notify the successful Proponent by a notice of award in writing. Proponent shall sign and submit the Agreement with the Bond and other documents required by the Agreement within fifteen (15) days after the date of CRCNV's notice of award.
4. In submitting this Proposal, Proponent represents that:
 - (a) Proponent has visited the substation sites and become familiar with and satisfied itself as to the general, local, site, labor and working conditions that may affect cost, progress, performance, and completion of the services.
 - (b) Proponent has examined copies of the Request for Proposals and all the documents contained therein, and copies of the following Addenda (receipt of which is hereby acknowledged):

| | |
|-----|--------|
| No. | Dated: |
|-----|--------|

- (c) Proponent 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 services. If awarded the Agreement, Proponent agrees to comply with all federal, state, municipal laws, codes or regulations applicable to the performance of work under the Agreement.
 - (d) The Agreement is sufficient to inform Proponent of all its terms and conditions for performing services for which this Proposal is submitted.
 - (e) Proponent is familiar with and will comply with the licensing requirements and Proponent licensing limits required by the laws and regulations of the State of Nevada.
 - (f) Proponent is aware that the Proponent is responsible for the safety of its employees and must provide the CRCNV with a copy of the Proponent's safety program. The safety program must include a "tailgate" meeting prior to beginning any work. This meeting will cover general safety rules and limits of any "Clearance," if applicable. Proponent also agrees to abide by safety programs developed by the CRCNV that are applicable to the Work including lock and tag programs, clearance programs, and the APPA safety program.
- 4. Proponent agrees to coordinate the performance of services with the CRCNV, to the CRCNV's satisfaction.
 - 7. The CRCNV reserves the right to reject all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any Proponent if the CRCNV believes that it would not be in the best interest of the CRCNV to make an award to that Proponent.
 - 8. The Proponent will complete the Work in accordance with the Contract Documents and in the amounts stated for unit price Work. 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 Proponent agrees that increases or decreases in the estimated quantities will not justify unit price revisions.
 - (a) Unit prices must include labor, equipment, tools, vehicles, materials, supplies, permits, markups, supervision and all related costs. This work is payable upon completion of the authorized task.


(b) Work Scope:

| Substation | Item | Year of Work | Est. Quantity | Unit Price | Extended Price |
|----------------------------------|------------------------------|--------------|-----------------------|--------------|----------------|
| CRCNV No. 1 | Insulator Cleaning | 2023 | 2 | \$12,990.00 | \$25,980.00 |
| CRCNV No. 2 | Insulator Cleaning | 2023 | 2 | \$12,590.00 | \$25,180.00 |
| CRCNV No. 3 | Insulator Cleaning | 2023 | 2 | \$12,990.00 | \$25,980.00 |
| CRCNV No. 1 | Insulator Cleaning | 2024 | 2 | \$13,390.00 | \$26,780.00 |
| CRCNV No. 2 | Insulator Cleaning | 2024 | 2 | \$12,990.00 | \$25,980.00 |
| CRCNV No. 3 | Insulator Cleaning | 2024 | 2 | \$13,390.00 | \$26,780.00 |
| CRCNV No. 1 | Insulator Cleaning | 2025 | 2 | \$13,790.00 | \$27,580.00 |
| CRCNV No. 2 | Insulator Cleaning | 2025 | 2 | \$13,390.00 | \$26,780.00 |
| CRCNV No. 3 | Insulator Cleaning | 2025 | 2 | \$13,790.00 | \$27,580.00 |
| CRCNV No. 1 | Insulator Cleaning | 2026 | 2 | \$14,490.00 | \$28,980.00 |
| CRCNV No. 2 | Insulator Cleaning | 2026 | 2 | \$14,190.00 | \$28,380.00 |
| CRCNV No. 3 | Insulator Cleaning | 2026 | 2 | \$14,490.00 | \$28,980.00 |
| TOTAL CONTRACT PRICE | | | | \$162,480.00 | \$324,960.00 |
| *Professional Insurance Coverage | As required by CRC of Nevada | 2023-2026 | 4 (price per year) | \$5,500.00 | \$22,000.00 |

Proponent agrees that the Work will be substantially completed within the times specified in the Contract.

10. The terms used in this Proposal are defined in the Agreement and have the meanings assigned to them therein.

SIGNATURE OF PROPONENT

| | |
|---|--|
| Business Name: | Energized Substation Maintenance, Inc. |
| Signature of Authorized Representative: |  |
| Printed Name and Title: | Ronald R. Goss |
| Nevada Contractor's License Number: | 0038981 |
| License Limit and Expiration Date | \$300,000 3/31/2024 |
| Business Address: | P.O. Box 2345, Apple Valley, CA 92307 |
| Phone: | (800) 959-5589 |
| Fax: | (760) 247-2915 |
| Email: | esm1@aol.com |
| Date: | May 4, 2023 |

**SECTION 310
QUALIFICATION STATEMENT**

1. PROPONENT IDENTIFICATION:

Company Name: Energized Substation Maintenance, Inc.
Company Address: P.O. Box 2345, Apple Valley, CA 92307

2. COMPANY BACKGROUND:

Main Office Location: 13467 Nomwaket Road, Apple Valley, CA 92308
Location from where crews will be dispatched: Apple Valley, CA
Years in this business: 38
Years under present ownership and control: 38
Type of Organization: Corporation
If the proposal is not submitted as a sole Proponent, identify any joint venture partner(s).

3. PENDING LEGAL ACTION:

Identify any pending legal action that could affect the financial stability of the Company (provide case details, including names of plaintiffs and/or defendants, claim summary, state of jurisdiction, docket numbers and related information, attach additional sheets as necessary):
N/A

4. SIMILAR WORK EXPERIENCE:

Enclose a list of projects completed by your organization for other owners with similar work, magnitude, costs, time period and complexity.

5. SAFETY:

Enclose a copy of your company's safety program and provide details regarding the company's safety training and meeting practices. Safety Program is attached. ESM Safety Training – Annual MSHA Training, Monthly Safety Meetings, Daily Safety Tailgate Meetings.

6. SUPERVISION AND PERSONNEL QUALIFICATIONS:

Name of Proponent's assigned principal (enclose résumé): Rebecca A.Goss

Name of the Proponent's assigned onsite superintendent or general foreman (enclose résumé): Ronald R. Goss

7. EQUIPMENT:

Enclose a list of major equipment, including pressure wash units, spray units, air compressors, manlifts, boom trucks and other items, that you propose to use on this project. ***Boom Trucks, Air Compressors, Blasting Tanks - 1 each to be on site.***

Does your company own or lease this equipment? ☒ Yes ☐ No

Identify general locale and present use of the equipment and availability of such equipment to the project site: ***Apple Valley, CA – equipment is available for each job.***

8. REFERENCES:

Provide three independent references that can attest to your satisfactory performance of completed work as listed in item 5.

| | |
|----------------------------|-------------------------------------|
| Reference's Name: | Daryle Dupree |
| Reference's Company: | Southern California Edison Company |
| Phone Number: | (310) 965-1422 |
| Project Name/Description: | Various Substations |
| Responsibility on Project: | Cleaning and Coating of Substations |

| | |
|----------------------------|-------------------------|
| Reference's Name: | Gerardo Castenda |
| Reference's Company: | Aera Energy |
| Phone Number: | (661) 768-8223 |
| Project Name/Description: | Various Substations |
| Responsibility on Project: | Cleaning of Substations |

| | |
|----------------------------|-------------------------|
| Reference's Name: | Don Garland |
| Reference's Company: | CRC Elk Hills Power |
| Phone Number: | (661) 763-6508 |
| Project Name/Description: | Various Substations |
| Responsibility on Project: | Cleaning of Substations |

SECTION 320
BID ADDENDUM

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

SECTION 330
BID CLARIFICATION

(Bidder Clarifications proposed by the Proponent and accepted by the CRCNV, if any, shall be included here when conformed Contract is issued for signature)

SECTION 340
CONTRACTOR'S BID DATA

(Bidder Data submitted with the Proponent's Bid, if any, to be included here when conformed
Contract is issued for signature)

SECTION 350
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

(Disclosure Form shall be filled out and submitted with Bid)

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or may be perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Name (include d.b.a. if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a CRCNV employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

| | |
|---|--|
| Corporate/Business Entity Name: Energized Substation Maintenance, Inc. | |
| "Doing Business As" (if applicable): | |
| Street Address: 13467 Nomwaket Road / POB 2345 | Website: www.esminc.info |
| City, State and Zip Code: Apple Valley, CA 92307 | POC Name and Email: Ronald R. Goss / esm1@aol.com |
| Telephone Number: (800) 959-5589 | Fax Number: (760) 247-2915 |
| Local Street Address: 13467 Nomwaket Road | Website: www.esminc.info |
| City, State and Zip Code: Apple Valley, CA 92308 | Local Fax Number: (760) 247-2915 |
| Local Telephone Number: (800) 959-5589 | Local POC Name & Email: Ronald R. Goss/esm1@ol.com |

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the CRCNV.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

| Full Name | Title | % Owned (Not required for Publicly Traded Corporations/Non-profit organizations) |
|------------------------|-----------------------|---|
| <u>Rebecca A. Goss</u> | <u>President</u> | <u>58%</u> |
| <u>Ronald R. Goss</u> | <u>Vice-President</u> | <u>41%</u> |
| — | — | — |

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the CRCNV will not take action on items agendized without the completed disclosure form.

| | |
|---|---|
| <u>Signature</u> <u>Vice President</u> <u>Title</u> | <u>Ronald R. Goss</u> <u>Print Name</u> <u>May 3, 2023</u> <u>Date</u> |
|---|---|

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

| NAME OF BUSINESS OWNER/PRINCIPAL | NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE | RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL |
|----------------------------------|---|---|
| N/A | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

DISCLOSURE OF RELATIONSHIP

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

SECTION 400
CONTRACT NO. SA-23-01
FOR
SUBSTATION INSULATOR CLEANING SERVICES

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV" and Energized Substation Maintenance, Inc., a Corporation, located in Apple Valley, CA, hereinafter referred to as the "Contractor", to carry out the CRCNV's responsibilities under Nevada Revised Statutes (NRS) 538.161, and approved pursuant to paragraph 0326 (2) of the Nevada State Administrative Manual. The CRCNV and the Contractor are sometimes individually referred to as "Party" and collectively referred to as the "Parties" herein.

ARTICLE 1 PERFORMANCE OF THE WORK. For and in consideration of the terms and conditions stated herein, the Contractor agrees to perform substation insulator cleaning, described hereinafter as the "Work". The Contractor further agrees to complete all the Work in a good and workmanlike manner, and to furnish all materials, equipment, tools and labor necessary to properly perform and complete the Work.

ARTICLE 2 CONTRACT DOCUMENTS. The "Contract Documents" shall include this Contract and all documents set forth in the Request for Proposals, the completed Proposal and any addenda thereto. All such documents are hereby incorporated by reference as though fully set forth herein. This Contract, including but not limited to the Contract Price, may only be changed by written amendment executed by both the CRCNV and the Contractor.

ARTICLE 3 CONSIDERATION. For and in consideration of the Contractor's performance of the Work and for furnishing all equipment, tools, materials and labor necessary thereto, CRCNV shall pay Contractor for completed items of Work based on the unit prices proposed in Section 300 in the manner and under the conditions set forth therein. Payments will be net sixty (60) days after receipt of a properly itemized invoice.

§3.1 The Contract Price to be paid the Contractor under this Contract shall not exceed Three Hundred Twenty Four Thousand Nine Hundred Sixty Dollars (\$324,960.00), unless such amount is increased by amendment of this Contract by the CRCNV and the Contractor. The Contract Price shall include an additional \$ 9,950.00 per year as the cost of the Performance Bond required pursuant to ARTICLE 14. Within sixty (60) days after notice of the contract award, the Contractor shall submit an invoice to the CRCNV for the cost of the Performance Bond required hereunder.

§3.2 Fees charged by the Contractor for Work performed on the unit price shall include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

§3.3 Fees charged by the Contractor for Work performed at the unit price shall include the Contractor's cost of obtaining and paying for all permits and licenses specified in Section

800, all charges assessed by governmental or regulatory agencies, and all other fees and charges assessed the Contractor by third parties for performance of the Work.

ARTICLE 4 CRCNV'S REPRESENTATIVE. The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's Representative shall be authorized to act fully on behalf of the CRCNV and, is specifically authorized to request that the Contractor perform services under this Agreement, and to implement those provisions of the Contract Documents not requiring specific authorization of the CRCNV's statutory Commission. The CRCNV's Representative may designate any other employee of the CRCNV to perform his responsibilities under this Contract. The CRCNV's Representative's contact information is found in ARTICLE 20.

ARTICLE 5 CONTRACTOR'S REPRESENTATIVE. Within ten (10) days following execution of this Contract by the Contractor, the Contractor shall identify in writing the Contractor's Representative. The Contractor's Representative shall be authorized to act fully on behalf of the Contractor. The Contractor may designate a different individual as its Contractor's Representative by written notice to the CRCNV. The Contractor's Representative's contact information will be included in ARTICLE 20.

ARTICLE 6 CONTRACTOR'S LICENSE. Contractor must be licensed with the State of Nevada as follows: possess a full A license, or at a minimum an A-17 license; a full c-2 license, or at a minimum a C-2(e) license; a full C-4 license, or at a minimum a C-4(d) license; or a full C-15 license or at a minimum a C-15(d) license. Bidder's license limits must equal or exceed the value of the work being bid. The Contractor's subcontractors providing services under these Contract Documents shall also, at all times during their employment by the Contractor, be licensed contractors in the State of Nevada. The Contractor, and the Contractor's subcontractors, shall provide copies of their licenses to the CRCNV prior to beginning Work, and upon CRCNV request thereafter.

ARTICLE 7 SUPERVISION AND PERSONNEL. The Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in a safe manner and in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures used by the Contractor to perform the Work. The Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

§7.1 The Contractor shall provide at all times during the Work a competent resident Superintendent, Project Manager, or General Foreman (On-Site Manager). All communications given to and by the On-Site Manager shall be binding on the Contractor. Whenever the On-Site Manager is not present at any particular Work site, he shall designate a person in charge (Acting On-Site Manager). Any information given to and by the Acting On-Site Manager shall be as binding as if given to the On-Site Manager.

§7.2 The Contractor shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site.

ARTICLE 8 DRAWINGS AND DOCUMENTS. The CRCNV shall provide the Contractor with access to the necessary drawings associated with the facilities or equipment to be cleaned hereunder. Copies of documents obtained by the Contractor pursuant to this Contract shall be considered confidential and shall not be used for other than their intended purpose. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

ARTICLE 9 INSPECTION. All Work performed by the Contractor shall be inspected by the CRCNV, and nonconforming or defective Work and any safety hazards in the work area shall be noted and promptly corrected by the Contractor. The CRCNV shall be permitted access to all parts of the Work. The presence of the CRCNV, however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance, including correction, is the responsibility of the Contractor. No act or omission on the part of the CRCNV shall be construed as relieving the Contractor of this responsibility. Inspection of Work later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming Work.

ARTICLE 10 DEFECTIVE WORK. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract, or not meeting the requirements of any inspection, test, approval, or acceptance required by law or the Contract Documents.

§ 10.1 If required by the CRCNV, the Contractor shall promptly correct all defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals, made necessary thereby.

ARTICLE 11 SUBCONTRACTORS. The Contractor shall not subcontract any portion of the Work under this Contract without the prior written consent of the CRCNV.

ARTICLE 12 TAXES. The Contractor shall 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 Nevada Revised Statutes (NRS) 372.325

ARTICLE 13 UNEMPLOYMENT COMPENSATION. The Contractor shall at all times comply with the requirements of NRS 612 (Unemployment Compensation).

ARTICLE 14 INSURANCE, BONDS AND INDEMNIFICATION.

§ 14.1 General. The Contractor shall obtain, at its own expense, all insurance and surety bonds as required in this section. The types of insurance and surety bonds to be obtained are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial

General Liability, and Performance Bonds, as outlined in the following portions of this section. The Workers' Compensation, Employers' Liability and Automobile Liability insurance shall be maintained in force for the full period of this Contract. The Commercial General Liability insurance shall be maintained in force for the full period of this Contract and for one year thereafter.

§ 14.2 Generally Accepted Professional Practices. The services provided and/or procured by the Contractor pursuant to this Contract shall be in accordance with generally accepted applicable professional practices and principles. The insurance, bond and indemnification required by this Contract shall be in addition to 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 shall survive the completion of Contractor's performance of the Work.

§ 14.3 Insurance Requirements. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, and Contractor's agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

§ 14.4 Review and Approval. Insurance documents must be submitted for review and approval by the State prior to the commencement of Work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Any modification or variation from the insurance requirements in this Contract shall be made by the State Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

§ 14.5 Indemnification Clause. Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such

contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

§14.6 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.

§14.6.1 Commercial General Liability – Occurrence Form

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

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

The policy shall be endorsed to include the following additional insured language: “The State 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”.

§14.6.2 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 |
|-----------------------------|-------------|

The policy shall be endorsed to include the following additional insured language: “The State 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”.

§14.6.3 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 |

- Policy shall contain a waiver of subrogation against the State of Nevada.
- 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.

§14.6.4 Professional Liability (Errors and Omissions Liability). The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

§14.6.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

§14.7 Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

§14.7.1 On insurance policies where the State of Nevada, Colorado River Commission of Nevada is named as an additional insured, the State of Nevada 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.

§14.7.2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

§14.8 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has 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 **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.**

§14.9 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Nevada 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.

§14.10 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.

- §14.10.1** All certificates and any required endorsements are to be received and approved by the State before Work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of Work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- §14.10.2** All certificates required by this Contract shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- §14.11 Subcontractors.** Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the State separate certificates and endorsements for each subcontractor prior to the subcontractor commencing work under this Agreement. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- §14.12 Industrial Insurance.** The Contractor, and the Contractor's subcontractors, shall also shall procure, and maintain in force during the term of this Contract, industrial insurance as required under Nevada Industrial Insurance Act, NRS 616 and NRS 617, for all of their employees providing services pursuant to this Contract. In the event any class of employees engaged in any Work pursuant to this Contract is not protected under the Nevada Industrial Insurance Act, then the Contractor shall provide to the CRCNV, adequate insurance coverage in a form and by an insurance carrier satisfactory to the CRCNV for the protection of such employees.
- §14.13 Waiver of Subrogation.** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune Contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Contractor.
- §14.14 Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor shall be primary insurance as respects any of the CRCNV's insurance whose insurance shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.
- §14.15 Deductibles and Self-Insured Retentions.** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

§14.16 CRCNV's Right to Obtain Insurance. If the Contractor fails to procure and/or maintain insurance as required herein, the CRCNV shall have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure and/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 shall furnish all necessary information to make effective and/or maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV shall have the right to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

§14.17 Performance Bond. The Contractor shall furnish with the executed Contract, a Performance Bond in the amount of the Contract Price as security for full performance of all Contractor's obligations under this Contract. The Contractor shall maintain that Performance Bond in effect during the term of this Contract and for one year thereafter. The Performance Bond shall 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 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 ceases to meet the requirements of the preceding paragraph, the Contractor shall within ten (10) days thereafter substitute another Bond and Surety, both of which must be acceptable to the CRCNV.

ARTICLE 15 REMEDIES. Except as otherwise provided for by law or this Contract, 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and twenty-five dollars (\$125.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

ARTICLE 16 LIMITED LIABILITY. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

ARTICLE 17 GENERAL WARRANTY. Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry, shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

ARTICLE 18 NOTIFICATION OF UTILIZATION OF CURRENT OR FORMER STATE EMPLOYEES. Pursuant to the requirements of NRS 333.705, Contractor represents that he/she is not, and has not been within the past two (2) years, an employee of the State of Nevada, and that no person employed by Contractor who will be performing services under this Contract is or has been within the past two (2) years, an employee of the State of Nevada.

ARTICLE 19 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 Contractor shall constitute a material breach of this Contract.

ARTICLE 20 DISPUTES. Controversies arising out of this Contract shall be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties' consent to the exclusive jurisdiction of and venue in State Courts of competent jurisdiction located in Las Vegas, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court or courts for any action or proceeding arising out of this Contract.

ARTICLE 21 FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

ARTICLE 22 CONTRACT TERMINATION.

§22.1 Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause. Also, the State may terminate this contract unilaterally without cause by giving not less than thirty (30) days notice.

§22.2 State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the CRCNV's customers, the state Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

§22.3 Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

§22.3.1 If Contractor fails to provide or satisfactorily perform any of the conditions, Work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

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

§22.3.3 If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

§22.3.4 If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

§22.3.5 If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

§22.3.6 If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

Termination for default or breach shall be effective thirty (30) days from the date of notice of default or breach, or at such later time as may specified in the notice.

§22.4 Time to Correct. Termination upon declared default or breach may be exercised only after service of formal written notice as specified in ARTICLE 20, and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

§22.5 Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

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

§22.5.2 Contractor shall satisfactorily complete Work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

§22.5.3 Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

ARTICLE 23 WAIVER OF CLAIMS. The CRCNV's making and the Contractor's acceptance of final payment shall 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, 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 shall 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.

ARTICLE 24 NOTICES. 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, by electronic mail or sent by certified mail, postage prepaid, to the persons specified below:

If to the Colorado River Commission:

Robert Reese
Assistant Director of Engineering and Operations
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101
Phone: (702) 856-3611
Fax: (702) 486-2695
Email: breese@crc.nv.gov

If to Energized Substation Maintenance, Inc. :

Name Ronald R. Goss
Title Vice President
Address P.O. Bos 2345, Apple Valley, CA 92307
Phone: (800) 959-5589
Fax: (760) 247-2915
Email: esml1@AOL.com

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.

ARTICLE 25 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 will 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 paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

ARTICLE 26 ASSIGNMENT OF CONTRACT. The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRCNV. 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 shall not relieve the Parties of any obligation hereunder.

ARTICLE 27 NEVADA PREVAILING WAGE. The Contractor agrees to abide by the State of Nevada prevailing wage and agrees that this shall be the minimum wage paid to each employee. The Contractor may pay a higher rate of pay at his/her discretion. Zone rates may not be applicable as the Contractor's employees may be reporting to work at the Contractor's location, which may be within the Zone radius. Contractor also agrees that any and all subcontractor(s) shall conform to this requirement. Because prevailing wage rates are subject to change, it is the Contractor's responsibility to ensure that it is aware of and uses the most current published prevailing wage rate.

ARTICLE 28 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.

ARTICLE 29 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 shall survive the termination or expiration of this Contract.

ARTICLE 30 PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor shall be open to public inspection and copying. The State has a legal obligation to disclose such information in response to a request made pursuant to NRS 239.010, unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

ARTICLE 31 INSPECTION & AUDIT

§31.1 Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

§31.2 Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General’s Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

§31.3 Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 32 ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney

General and the State Board of Examiners, as required. This Contract, and any amendments, may be executed in counterparts.

ARTICLE 33 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**ENERGIZED SUBSTATION
MAINTENANCE, INC**

 5/4/23

Ronald R. Goss
Vice President

Date

**COLORADO RIVER COMMISSION
OF NEVADA**

Eric Witkoski
Executive Director

Date

Approved as to form:

David Newton
Special Counsel to the
Colorado River Commission of Nevada

Date

**SECTION 500
PERFORMANCE BOND**

Any regular reference to Contractor, Surety, CRCNV or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Energized Substation Maintenance, Inc.
P.O. Box 2345
Apple Valley, CA 92307

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

CONTRACT

Date:

Amount: \$ _____
Description: Contract SA-23-01, Substation
Insulator Cleaning Services, Clark County,
Nevada

CONTRACTOR AS PRINCIPAL (Seal
below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

BOND

Date (Not earlier than Contract Date):

Modifications to this Bond Form:

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 shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no CRCNV Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The CRCNV has notified the Contractor and the Surety at its address described in Paragraph 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 shall be allowed a reasonable time to perform the Contract, but such an agreement shall 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 shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 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 Paragraph 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 Proponents; or
 - 4.3 Obtain bids or negotiated proposals from qualified Proponents 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 Paragraph 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 Paragraph 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 shall be entitled to enforce any remedy available to the CRCNV. If the Surety proceeds as provided in Subparagraph 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 shall be 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 Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRCNV shall not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety shall 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 paragraph 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 shall not be liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue 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 shall be initiated within two years after 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 paragraph are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court shall be applicable.
9. Notice to the Surety, the CRCNV or the Contractor shall be mailed or delivered to the address shown on the signature page.

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: 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: 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: 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: 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 thereof.

SECTION 600

SUMMARY OF THE WORK

1. Project Description

- 1.1 The Colorado River Commission of Nevada (CRCNV) owns, operates and maintains three 230/14.4 kV substations at the Basic Industrial Complex in Henderson, Nevada. These substations are located in close proximity to industrial plants that produce various airborne particulates and in an area subject to blowing dust and sand.
- 1.2 Semi-annually or at such other intervals as may be scheduled by the CRCNV, the external insulators, including but not limited to bus and switch supports, lightning arrestors, capacitor-voltage transformer bushings, breaker bushings, transformer bushings and switchgear bushings are to be cleaned by approved methods. Cleaning of the insulators will require techniques for both energized and de-energized applications.

2. Work Under This Contract

- 2.1 The Contract is to provide all permits, equipment, materials, and labor necessary to clean the identified substation insulators. Work will be performed in close proximity to energized equipment. The Contractor will provide a qualified journeyman lineman or substation electrician on each crew working within the CRCNV's substations.
- 2.2 It is anticipated that Work will be performed twice annually as scheduled by the CRCNV, or at such other frequency deemed necessary by the CRCNV. Work at all substation sites must be completed within three calendar weeks after the onsite start date for the Work is scheduled by the CRCNV with the Contractor.
- 2.3 There is no guarantee by the CRCNV regarding the amount of Work that the Contractor will be requested to perform during the term of this Contract

3. Work by the CRCNV

- 3.1 The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.
- 3.2 The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Friday during periods which work has been scheduled.
- 3.3 The CRCNV may provide 120/240 volt station service power.

- 3.4 The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials.
- 3.5 The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work.

4. Work Schedule

- 4.1 The Contractor must perform cleaning of the identified substation insulators as follows:

Biannually in 2023
Biannually in 2024
Biannually in 2025

- 4.2 The cleaning will be scheduled by the CRCNV to reflect site-specific requirements. The CRCNV reserves the right to adjust the schedule, including but not limited to increasing or decreasing the frequency of substation insulator cleaning.

5. Work by the CRCNV

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

SECTION 700 SUBMITTALS

1. General Information

- 1.1. Submittals, if any, to be provided by the Contractor for the Work to be performed shall be identified in this section 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 shall 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, instructions, and similar information applicable to this Project.
 - 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 un-fabricated physical examples of materials, products, and Work; 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 shall review Procedure Submittals, but such review shall not relieve the Contractor of its responsibility to determine its own means and methods for the Work.
- 1.3. Submittals shall be of the quality for legibility and reproduction purposes. Every line, character and letter shall be clearly legible. Drawings such as reproducibles must be useable for further reproduction to yield legible hard copies.
- 1.4. All words and dimensional units shall be in the English language.
- 1.5. Submittals shall 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 5 copies to be submitted for approval.

2. Compliance Submittals

- 2.1 The Contractor shall submit a Compliance Submittal for the following items:
 - 2.1.1 Qualifications of each Designated Safety Watch.
 - 2.1.2 Insulator Dry Cleaning (blasting) Media.
 - 2.1.3 Insulator Cleaning Solvents or Agents, including Material Safety Data Sheets.
- 2.2 Except as otherwise specified, transmit all Compliance Submittals in the quantity as follows:
 - 2.2.1 Initial Submittal – Two (2) copies to the CRCNV. One (1) copy will be returned to the Contractor.
 - 2.2.2 Resubmittals – Two (2) copies to CRCNV. One (1) copy will be returned to the Contractor.
 - 2.2.3 Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and its full range of color, texture, and pattern.
- 2.3 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.

3. Procedure Submittals

- 3.1 The Contractor shall submit a Procedure Submittal for the following item:
 - 3.1.1 The method to be used to clean substation insulators including a description of the cleaning equipment to be used, grounding methods and procedures, and qualifications of workmen.
- 3.2 Except as otherwise specified, transmit all Procedure Submittals in the quantity as follows:
 - 3.2.1 Initial Submittal – Two (2) copies to the CRCNV. One (1) copy will be returned to the Contractor.
 - 3.2.2 Resubmittals – Two (2) copies to CRCNV. One (1) copy will be returned to the Contractor.

SECTION 800 ENVIRONMENTAL COMPLIANCE

1. CRCNV Furnished Permits

The CRCNV maintains a Stormwater Discharge Permit from the Nevada Division of Environmental Protection for the facilities in question. The Contractor must abide by the terms of this permit during the performance of the Work.

2. Contractor Furnished Permits

The Contractor is required to obtain all other necessary permits and approvals for the Work including but not limited to a dust control permit from the Clark County Health District, any required permits of the Nevada Division of Environmental Protection, any necessary fuel storage permits, and all required permits for equipment and material transport.

3. Environmental Compliance

- 3.1 The Contractor shall perform and complete the Work in compliance with all U.S. Environmental Protection Agency, U.S. Department of Transportation, U.S. Occupational Safety and Health Administration, Federal Energy Regulatory Commission regulations and any other federal, state, or local statutes, laws and regulations governing the handling, use, storage, conveyance or disposal of hazardous materials, petroleum products, and solid or hazardous wastes.
- 3.2 The CRCNV is not responsible for any asbestos, PCBs, petroleum, hazardous waste or radioactive material brought to the CRCNV's property by the Contractor, its subcontractors, suppliers or anyone else for whom the Contractor is responsible.

4. Chemicals

- 4.1 All chemicals used in the Work whether cleaner, solvent, soil sterilant, pesticide, disinfectant, polymer, or reactant, or of other classification, must show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. The Contractor's use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.
- 4.2 The Contractor shall provide the CRCNV with copies of Material Safety Data Sheets (MSDS) for all chemicals utilized by the Contractor in performance of the Work.

5. Waste and Spilled Materials

- 5.1 During the course of the Work, the Contractor shall keep CRCNV's premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Contractor shall place all litter, trash, and garbage in scavenger-proof, resealable containers. Containers shall be promptly emptied when full.
- 5.2 The Contractor shall clean up and properly dispose of any oil, fuel, and other equipment leaks at the time of their occurrence. Service and maintenance vehicles shall carry bucket and absorbent pads to absorb leaks and spills.
- 5.3 The Contractor shall notify the CRCNV of any spills, leaks, waste accumulation, or hazardous material problems at the time of their occurrence and shall stop all Work in connection with any such spill, leak, waste accumulation or hazardous condition (except in an emergency) until the Contractor and the CRCNV agree that the Work should recommence.
- 5.4 The Contractor shall clean up, dispose, verify, and provide certificates of destruction of any spilled, regulated waste that is a result of Contractor's activity, and shall be completely financially responsible therefore. The Contractor shall be deemed to be the generator of any regulated waste. Regulated waste shall be that waste regulated under the Toxic Substances Control Act, Resources Conservation and Recovery Act or other environmental law of the United States, the State of Nevada or any other governmental entity. Regulated waste shall also include all petroleum products or other chemicals used during activities related to this Contract. The Contractor shall supply a written work plan prior to cleanup activities.

6. Spill Prevention Control & Countermeasure Plans

If it is necessary to process or transfer any oil from the CRCNV's equipment, the Contractor shall supply a written Spill Prevention Control & Countermeasures (SPCC) plan prior to commencement of this activity.

7. Final Cleanup

At the completion of the Work, the Contractor shall promptly remove all waste materials, rubbish and debris generated by the Contractor from and about the premises as well as all of the Contractor's tools, appliances, construction equipment and machinery, and surplus materials.

SECTION 900 SITE CONDITIONS AND REQUIREMENTS

1. Substation Site Control

Control of the transmission and distribution facilities and all decisions related thereto remains with the CRCNV during performance of the Work by the Contractor. The Contractor shall comply with oral instructions of any switchmen or operator of the CRCNV while working on the CRCNV's facilities.

2. Utilities

- 2.1 Water is not available at the site of the Work. The Contractor shall be required to make arrangements with third parties for water, if any, necessary to complete the Work.
- 2.2 The CRCNV may make available electric power at substation sites. Power is generally limited to 120 volts AC, protected by a 20-amp breaker and 240 volts AC, protected by a 30-amp breaker.
- 2.3 Telephones are not available for Contractor use at the substations. The Contractor shall equip its on-site general foreman, foremen and those individuals designated as a Safety Watch with cellular telephones.

3. Temporary Sanitation Facilities

- 3.1 Permanent sanitation facilities are not available at the site of the Work. The Contractor shall furnish, install and maintain temporary sanitation facilities at each site of the Work during all periods during which the Contractor is performing the Work. The CRCNV shall approve the location of each sanitation facility.
- 3.2 Sanitation facilities shall be of the chemical-aerated recirculation or combustion type, properly vented, fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material and conforming to Part 1926 of the OSHA standards. The Contractor shall establish a regular collection of all sanitary and organic wastes.

4. Site Security

- 4.1 The substation sites and transmission line right-of-way should not be considered secure areas for storage of material, tools, or equipment.

- 4.2 The Contractor retains responsibility and shall make all arrangements to provide site security if deemed necessary by the Contractor for protection of its material, tools and equipment.

5. Facility Access by Established Routes

- 5.1 The CRCNV will grant access to the sites of the Work at the time of authorization. Access to CRCNV Substation No. 1 is by a privately owned and maintained paved road. Access to CRCNV Substation No. 2 and CRCNV Substation No. 3 is by dirt road, extended from privately owned and maintained paved roads. The Contractor shall repair all roads, walkways, and other traffic areas damaged by the Contractor's activities. Access, other than by the designated roadways, will not be allowed.
- 5.2 Heavy equipment transit routes shall be approved in advance by the CRCNV and shall conform to any federal, state, city and/or local ordinances.
- 5.3 Contractor shall ensure compliance with all easements and rights-of-way.
- 5.4 Unless directed otherwise, the Contractor shall not enter a substation site without the presence of the CRCNV's representative. The Contractor shall close all gates and doors and return all keys to the CRCNV upon completion of the Work.

6. On-Site Parking

- 6.1 There is limited space available at each substation site for parking and overnight storage of Contractor materials, tools and equipment.
- 6.2 Vehicles and rubber tire mounted equipment stored onsite overnight shall be connected to the substation ground grid by a 4/0 copper ground clamped directly to the frame of the vehicle or equipment.
- 6.3 Personnel vehicles of the Contractor's employees shall not be allowed within a substation fence at any time.
- 6.4 The Contractor is responsible to determine the need for and to obtain any additional area needed for storage of materials, tools, and equipment and for parking of Contractor employee vehicles.

7. Hours of Work

- 7.1 Unless otherwise approved by the CRCNV, hours of work shall be limited to 7:00 a.m. through 5:00 p.m., Monday through Friday. After-hour work may be required during scheduled or unscheduled outages.

- 7.2 Work must not be performed on holidays observed by the State of Nevada, unless approved in advance by the CRCNV.

SECTION 1000 SAFETY AND PROTECTION

1. Energized Facilities

- 1.1 Work by the Contractor shall be performed in, on or near energized, high-voltage substations and transmission lines.
- 1.2 The Contractor shall provide a designated individual to serve as a “Safety Watch” on each crew working within an energized substation. The individual serving as the Safety Watch shall be present at all times a crew is within an energized substation and shall be a journeyman lineman or substation electrician. This individual may be the crew foreman if the foreman’s trade experience was as a journeyman lineman or substation electrician. This individual shall act on behalf of the Contractor to ensure the Contractor’s work practices and methods are carried out in a safe manner in full compliance with the requirements of this Contract and all applicable federal, state and local laws and regulations. The qualifications of the journeyman lineman or substation electrician shall be submitted to the CRCNV for approval before commencement of any work within a substation.
- 1.3 In addition to other applicable federal, state and local requirements, the Work in energized substations and on transmission lines shall be carried out in strict conformance with the latest edition of the “APPA Safety Manual.” The Contractor shall provide each crew working within an energized substation or on a transmission line a copy of the “APPA Safety Manual” which shall be retained for ready access during prosecution of the Work.

2. Overhead Electrical Lines

- 2.1 The Contractor shall comply with all legal requirements in NRS 455.200 through NRS 455.250 pertaining to activities to be performed near overhead electrical lines.
- 2.2 Any liability or penalty incurred for violating the above referenced laws shall be borne strictly by the Contractor and the Contractor shall indemnify, defend and hold the CRCNV harmless from any such liability or penalty.

3. Clearances

- 3.1 The CRCNV shall perform switching operations to isolate portions of the substation facilities and transmission lines from energized bus and conductors where possible.

- 3.2 Clearances must be issued on a daily basis to the Contractor's crew foreman who shall be required to lock-over the CRCNV's locks and tags. The Contractor's crew foreman must remain on site until the clearance is released at the end of each workday.

4. Grounding

- 4.1 All wash equipment and aerial lift-type equipment, including manlifts and boom trucks, used within an energized substation must be grounded to the substation ground grid by a 4/0 copper ground clamped directly to the frame of the vehicle or equipment.
- 4.2 All aerial lift-type equipment, including manlifts and boom trucks, used for work on an energized or de-energized transmission line must be grounded by attachment to the tower ground or using a temporary ground rod driven at least twelve inches into the ground.
- 4.3 The Contractor shall submit to the CRCNV for review a detailed grounding plan for the Contractor's specific equipment and techniques to be used taking into account such factors as the use of insulated work platforms, buckets, wash hoses and other Contractor specific equipment that may affect the method of grounding.

5. Safety and Protection

- 5.1 The Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 5.2 The Contractor shall give notices, erect and maintain all safeguards and comply with all laws, ordinances, regulations, codes and lawful orders of any public agency.
- 5.3 The Contractor shall comply with all applicable provisions of NRS 618.375 pertaining to Occupational Safety and Health.

6. Protection

- 6.1 The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection and training to prevent damage, injury or loss to:
- 6.1.1 all persons on the substation and transmission line sites or anyone who may be affected by the Contractor's Work;
- 6.1.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the substation sites or transmission line right-of-way;

- 6.1.3 other property at the substations and transmission lines or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the Work; and
- 6.1.4 other property and people at the site or in proximity thereto which or who foreseeably may be injured by the Contractor's activities at the substations.
- 6.2 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

7. Safety Representative

- 7.1 The Contractor shall designate a qualified and experienced safety representative, meeting the definition of OSHA competent person, at the substations whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 7.2 The Safety Representative must have the ability to recognize hazards and the authority to take corrective action.

8. Safety Program

Within thirty (30) days of the CRCNV's Notice to Proceed, the Contractor shall demonstrate compliance action with the requirements of Nevada Occupational Safety and Health Administration and all other applicable local, state and federal requirements by submitting a copy of all safety plans, programs and permits to the CRCNV. Such plans and permits shall include but is not limited to:

- 8.1 Safe Work Plan (job task analysis)
- 8.2 Emergency Plan
- 8.3 Rigging and Hoisting Plan
- 8.4 Fall Protection Plan.
- 8.5 Fire Protection Plan
- 8.6 Hazard Communication Program.
- 8.7 Designated Safety Watch

9. Safety Equipment

- 9.1 All of the Contractor's personnel shall wear hard hats meeting the requirements of ANSI Standard Z99.1 when performing work on the CRCNV's property.

- 9.2 Noise levels at some work sites exceed 100 db. The Contractor shall equip personnel performing work with hearing protection that achieves a minimum 22 db noise reduction.
- 9.3 When working within the CRCNV's manholes, the requirements of the Occupational Safety and Health Administration (OSHA) associated with confined space entry and work are applicable. The Contractor shall provide all air quality testing equipment, ventilation equipment, body harnesses, ladders, and related items. If respirators are needed, the employees shall be tested and monitored according to OSHA rules and regulations. While the work is being performed in manholes, a qualified employee of the Contractor trained in first aid and CPR shall be present. These are minimum guidelines and the Contractor shall ensure that all aspects of the confined space entry comply with OSHA rules and regulations.
- 9.4 The Contractor shall provide all required safety equipment, training and supervision for its employees to ensure the Work is performed in a safe manner.

10. Special Training

- 10.1 The Contractor's personnel performing work at the CRCNV's Basic Substations shall be trained in the use of air purifying respirators.
- 10.2 The Contractor shall provide each employee working at the substation sites with an air-purifying respirator for protection against hazardous vapors, gases and /or particulate matter. Respirators shall be approved by the National Institute of Occupational Safety and Health Administration (NIOSH) and must be suitable for use in workplaces regulated by the Occupational Safety and Health Administration (OSHA). Each respirator shall be equipped with an unopened, sealed cartridge for protection against chlorine, chlorine dioxide and hydrogen chlorine.

11. Fall Protection

- 11.1 The requirements of the Occupational Safety and Health Administration (OSHA) associated with fall protection and work from elevated platforms and buckets is applicable to the Work.
- 11.2 The Contractor shall provide all body harnesses, lanyards, scaffolding, platforms ladders, and related items.

SECTION 1100 INSULATOR CLEANING

1. Standards

- 1.1 Except where the provisions of this Contract contain more stringent requirements, applicable industry standards apply and have the same force and effect as if specifically included herein.
- 1.2 Applicable industry standards include, but are not limited to, the latest editions of:
 - 1.2.1 ANSI C2, National Electric Safety Code
 - 1.2.2 IEEE Standard 957, Guide for Cleaning Insulators

2. Drawings

Arrangement and layout of the substations to be cleaned are shown on the following drawings included in the Appendix.

| Drawing | Substation | View |
|----------------|-------------|-----------|
| ES-3126, Rev 1 | CRCNV No. 1 | Plan |
| ES-3127, Rev 0 | CRCNV No. 1 | Elevation |
| ES-3128, Rev 0 | CRCNV No. 1 | Elevation |
| ES-3226, Rev 1 | CRCNV No. 2 | Plan |
| ES-3227, Rev 0 | CRCNV No. 2 | Elevation |
| ES-3228, Rev 0 | CRCNV No. 2 | Elevation |
| ES-3326, Rev 1 | CRCNV No. 3 | Plan |
| ES-3327, Rev 0 | CRCNV No. 3 | Elevation |
| ES-3328, Rev 0 | CRCNV No. 3 | Elevation |

3. Work Scope

- 3.1 The Contractor shall clean all externally exposed 230-kV and 15-kV insulators including bus supports, arrestors, bushings and switch supports within each of the substations. The line side 230-kV deadend polymer insulators on the substation takeoff structures must not be cleaned. The Contractor shall not clean bus supports and lightning arrestors internal to the 15-kV switchgear buildings.
- 3.2 The insulators to be cleaned and their characteristics are summarized in the following tables.

| CRCNV SUBSTATION NO. 1 | | |
|----------------------------------|------------------------|-----------------------|
| Insulator | Material/Color | Quantity |
| 230-kV Station Post Bus Supports | Porcelain/ANSI 70 Gray | 17, three unit stacks |

| CRCNV SUBSTATION NO. 1 | | |
|--|------------------------|--------------------------|
| Insulator | Material/Color | Quantity |
| 230-kV Vertical Bus Supports on TOS | Porcelain/ANSI 70 Gray | 3, three unit stacks |
| 230-kV Strain Bus Supports | Porcelain/ANSI 70 Gray | 6, fourteen bell strings |
| 230-kV Switch Supports | Porcelain/ANSI 70 Gray | 18, three unit stacks |
| 230-kV Power Circuit Breaker Bushings | Porcelain/ANSI 70 Gray | 12, bushings |
| 230-kV Capacitor Voltage Transformer Bushing | Porcelain/ANSI 70 Gray | 1, two unit stack |
| 230-kV Lightning Arrestors | Porcelain/ANSI 70 Gray | 6, three unit stacks |
| 230-kV Transformer Bushings | Porcelain/ANSI 70 Gray | 6, bushings |
| 15-kV Transformer Bushings | Porcelain/ANSI 70 Gray | 6, bushings |
| 15-kV Lightning Arrestors | Porcelain/ANSI 70 Gray | 6, single-unit arrestors |
| 15-kV Neutral Ground Resistor Bushings | Porcelain/ANSI 70 Gray | 4, bushings |
| 15-kV Neutral Ground Resistor Bushings | Porcelain/ANSI 70 Gray | 4, bushings |
| 15-kV Switchgear Bushings | Porcelain/ANSI 70 Gray | 6, bushings |

| CRCNV SUBSTATION NO. 2 | | |
|--|------------------------|--------------------------|
| Insulator | Material/Color | Quantity |
| 230-kV Station Post Bus Supports | Porcelain/ANSI 70 Gray | 11, three unit stacks |
| 230-kV Strain Bus Supports | Porcelain/ANSI 70 Gray | 6, fourteen bell strings |
| 230-kV Switch Supports | Porcelain/ANSI 70 Gray | 18, three unit stacks |
| 230-kV Power Circuit Breaker Bushings | Porcelain/ANSI 70 Gray | 12, bushings |
| 230-kV Capacitor Voltage Transformer Bushing | Porcelain/ANSI 70 Gray | 1, two unit stack |
| 230-kV Lightning Arrestors | Porcelain/ANSI 70 Gray | 6, three unit stacks |
| 230-kV Transformer Bushings | Porcelain/ANSI 70 Gray | 6, bushings |
| 15-kV Transformer Bushings | Porcelain/ANSI 70 Gray | 6, bushings |
| 15-kV Lightning Arrestors | Porcelain/ANSI 70 Gray | 6, single-unit arrestors |
| 15-kV Neutral Ground Resistor Bushings | Porcelain/ANSI 70 Gray | 4, bushings |
| 15-kV Neutral Ground Resistor Bushings | Porcelain/ANSI 70 Gray | 4, bushings |
| 15-kV Switchgear Bushings | Porcelain/ANSI 70 Gray | 6, bushings |

| CRCNV SUBSTATION NO. 3 | | |
|----------------------------------|------------------------|-----------------------|
| INSULATOR | MATERIAL/COLOR | QUANTITY |
| 230-kV Station Post Bus Supports | Porcelain/ANSI 70 Gray | 17, three unit stacks |
| 230-kV Vertical Bus Supports on | Porcelain/ANSI 70 Gray | 3, three unit stacks |

| CRCNV SUBSTATION NO. 3 | | |
|--|------------------------|--------------------------|
| INSULATOR | MATERIAL/COLOR | QUANTITY |
| TOS | | |
| 230-kV Strain Bus Supports | Porcelain/ANSI 70 Gray | 6, fourteen bell strings |
| 230-kV Switch Supports | Porcelain/ANSI 70 Gray | 18, three unit stacks |
| 230-kV Power Circuit Breaker Bushings | Porcelain/ANSI 70 Gray | 12, bushings |
| 230-kV Capacitor Voltage Transformer Bushing | Porcelain/ANSI 70 Gray | 1, two unit stack |
| 230-kV Lightning Arrestors | Porcelain/ANSI 70 Gray | 6, three unit stacks |
| 230-kV Transformer Bushings | Porcelain/ANSI 70 Gray | 6, bushings |
| 15-kV Transformer Bushings | Porcelain/ANSI 70 Gray | 6, bushings |
| 15-kV Lightning Arrestors | Porcelain/ANSI 70 Gray | 6, single-unit arrestors |
| 15-kV Neutral Ground Resistor Bushings | Porcelain/ANSI 70 Gray | 4, bushings |
| 15-kV Neutral Ground Resistor Bushings | Porcelain/ANSI 70 Gray | 4, bushings |
| 15-kV Switchgear Bushings | Porcelain/ANSI 70 Gray | 6, bushings |

4. Energized and De-Energized Cleaning

- 4.1 The Contractor must be capable of and plan to clean all insulators which the bus and equipment supported by the insulators is energized at its rated voltage.
- 4.2 Depending upon substation loading and other considerations at the time the Work is performed by the Contractor, the CRCNV may isolate portions of the substation between open, locked and tagged 230-kV disconnect switches and 15-kV draw-out breakers within each substation, thereby allowing certain insulators to be cleaned while supporting de-energized bus and equipment. The ability to isolate portions of each substation and to issue clearances to the Contractor must be reviewed with the Contractor upon mobilization to the substation sites.

5. Approved Cleaning Methods

- 5.1 Energized insulators must be cleaned by compressed air with a dry abrasive.
- 5.2 De-energized insulators must be cleaned by either compressed air with a dry abrasive or by hand cleaning.
- 5.3 If the 15-kV polymer lightning arrestors can be de-energized by the CRCNV, they must be hand cleaned by the Contractor. If the 15-kV polymer lightning arrestors cannot be de-energized by the CRCNV, they must not be cleaned by the Contractor.
- 5.4 Cleaning techniques involving high or low-pressure water are not permitted.

6. Compressed Air with Dry Abrasive

- 6.1 Under this method, the Contractor shall clean the insulators utilizing compressed air and a dry-cleaning compound. Approved dry cleaning compounds are as follows:
 - 6.1.1 Crushed corncobs
 - 6.1.2 Crushed corncobs mixed with pulverized limestone
 - 6.1.3 Crushed corncobs mixed with ground pecan shells
 - 6.1.4 Pulverized limestone
 - 6.1.5 CO₂ pellets
- 6.2 The type of dry-cleaning compound must be selected by the Contractor and approved by the CRCNV based upon the extent of contamination to be removed and the type of insulator to be cleaned.
- 6.3 Crushed walnut shells must not be used in the dry-cleaning compound. Dry abrasive cleaning mixtures must not be used on polymer insulators.
- 6.4 The dry-cleaning compound must be applied utilizing an air compressor capable of supplying up to 110 cubic feet per minute at 125 psi. Under no circumstances may the application pressure exceed 150 psi. Air must be dried by an external dryer to improve dielectric quality before mixing with the dry-cleaning compound.
- 6.5 The applicator system must consist of a non-conductive hose between the blaster and the applicator wand. The wand must be insulated and must have a dielectric strength suitable for the voltage on which it is being used. The exterior surfaces of the nozzle must be ceramic or other non-conductive material.
- 6.6 When cleaning energized insulators, the Contractor must maintain sufficient separation between the applicator system and the energized conductor or equipment to prevent air gap flashover.
- 6.7 The cleaning media must be brought to full nozzle pressure before it is directed onto an insulator to be cleaned. The air blast must not be directed against one area too long in order to avoid damage to the porcelain glaze. Where possible, the cleaning media should be sprayed with the direction of the wind. When wind conditions exceed 20 miles per hour, the Contractor will not be allowed to clean with compressed air and dry abrasive cleaning media.
- 6.8 Oil containment basins around each of the large power transformers must be covered with tarps, plastic sheeting or by other approved methods to prevent accumulation of dry-cleaning media in the basins. Covering must be applied before any cleaning operation commences at the site. Covers must be securely

attached to prevent them from making contact with energized substation components under potential wind conditions.

- 6.9 When cleaning energized insulators, the Contractor shall commence cleaning at the point closest to the energized conductor or equipment and shall work progressively away from the energized component.
- 6.10 Following cleaning, any contaminant or dry-cleaning compound residue remaining on the insulator surfaces must be blown off with dry, clean, compressed air.

7. Hand Cleaning

- 7.1 De-energized insulators may be cleaned by wiping with clean, lint free rags or towels. Solvents and cleaning agents suitable for the material being cleaned may be used to aid cleaning.
- 7.2 The Contractor shall obtain approval for the use of any solvent or cleaning agent from the CRCNV prior to its use.
- 7.3 The Contractor shall follow all manufacturer instructions on the use and disposal of solvents and cleaning agents. Steel wool or non-abrasive nylon pads may be used if wiping with rags and towels proves ineffective.
- 7.4 If a solvent or cleaning agent is used on an insulator, the Contractor shall rinse the insulator with clean water to remove any residue and shall dry the insulator with clean, lint-free rags or with dry, clean compressed air.

**APPENDIX
REFERENCE DRAWINGS**

17

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF JULY 11, 2023**

SUBJECT:

For Possible Action: Consideration of and possible action to approve the Interlocal Contract No. CRCPDP-600, for Solar Facilities Assistance not to exceed \$200,000 per fiscal year, between the Colorado River Commission of Nevada and Las Vegas Valley Water District.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends the Commission approve the Interlocal Contract and direct the Executive Director to sign the contract on behalf of the Commission, provided that Las Vegas Valley Water District Board of Directors approves the Interlocal Agreement in substantially the same form as presented to the Commission.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background

Las Vegas Valley Water District (District) has requested assistance from the Commission's Power Delivery Group (PDG) to provide Operations & Maintenance assistance on their Solar Facilities as required by the District.

By way of background, this Interlocal Contract is entered into pursuant to NRS 277.080 through 277.180 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.

Under the Interlocal Contract, the Commission shall render assistance, including labor, materials and equipment, necessary for the maintenance, repair or replacement of equipment at the Solar Facilities, or for the operation of the Solar Facilities. Scope of Agreement is in Article 3 of the proposed Interlocal Contract.

B. Recommendation:

The District will be voting on this Interlocal Agreement on July 18, 2023. If the Commission votes to approve the agreement, Staff recommends that the Commission make its approval conditioned on the requirement that District's Board of Directors approves the Interlocal Agreement in substantially the same form as presented to the Commission.

STATE OF NEVADA

COLORADO RIVER COMMISSION OF NEVADA



INTERLOCAL CONTRACT

CONTRACT NO. CRCPDP-600

BETWEEN THE

COLORADO RIVER COMMISSION OF NEVADA

AND THE

LAS VEGAS VALLEY WATER DISCRICT

FOR

SOLAR FACILITIES ASSISTANCE

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**INTERLOCAL CONTRACT
FOR SOLAR FACILITIES ASSISTANCE
BETWEEN THE
COLORADO RIVER COMMISSION OF NEVADA
AND THE
LAS VEGAS VALLEY WATER DISTRICT
CONTRACT NO. CRCPDP-600**

1. PARTIES: This Interlocal Contract for Solar Facilities Assistance ("Agreement"), is entered into pursuant to Nevada Revised Statutes 277.080 through 277.180, inclusive, by and between the State of Nevada, acting through its Colorado River Commission, an agency of the State of Nevada ("Commission"), and the Las Vegas Valley Water District, a political subdivision of the State of Nevada ("District"). The Commission and District are sometimes individually referred to as "Party" or collectively as "Parties". The "Effective Date" of this Agreement is the date of the final signature of the Parties below.

2. RECITALS:

2.1 The Commission has certain expertise and resources capable of operating and maintaining solar generating facilities and the Parties agree that the Commission's performance of the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

2.2 The District owns and operates solar generating facilities at various locations throughout the valley, including, without limitation, at its main campus located at 1001 S. Valley View Blvd, Las Vegas, Nevada, 89107 ("Solar Facilities").

2.3 To ensure consistent and safe operation and maintenance ("O&M"), the Parties entered into a Solar Assistance Agreement on January 25, 2017, to have the Commission assist with O&M activities for the Solar Facilities ("2017 Agreement").

2.4 The Parties now desire to make various changes to the 2017 Agreement in order to allow the Commission to expand its role with respect to O&M activities for the Solar Facilities.

2.5 Therefore, as of the Effective Date, the Parties agree that the 2017 Agreement shall terminate and be replaced in its entirety with this Agreement.

3. SCOPE OF AGREEMENT: The Commission agrees to provide O&M assistance to the District on their Solar Facilities pursuant to the terms and conditions set forth herein and in accordance with all applicable laws, regulations, ordinances, or rules of the United States, of the State of Nevada, of any political subdivision thereof, and of any other duly constituted public authority or agency. Commission shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Commission, its subcontractors and their principals, officers, employees and agents under this Agreement. In performing the O&M activities, Commission shall follow practices consistent with generally accepted professional and technical standards.

4. **TERM:** This Agreement shall become effective as of the Effective Date and shall remain in effect until terminated in writing by either the Commission or the District under Section 19.

5. **CONTROL, POSSESSION AND RELATIONSHIP OF THE PARTIES:** Nothing in this Agreement shall be construed to affect or change District's ownership rights in the Solar Facilities, or to imply an employer and employee relationship, a joint venture, or principal and agent relationship between the Parties. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, each Party is and shall be a public agency separate and distinct from the other Party and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement.

6. **DRAWINGS AND DOCUMENTS:** The District will provide to the Commission access to all drawings, schematics, one-line diagrams, instruction manuals, settings and related documents ("Information") necessary to perform under this Agreement. Copies of Information obtained pursuant to this Agreement shall be returned to the respective Party upon termination of this Agreement.

No license under any patents, copyrights, mask works rights, trademarks or other proprietary rights is granted by the disclosure of or access to Information under this Agreement. ALL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

7. **FACILITY OPERATION AND MAINTENANCE ASSISTANCE:** As required by the District, the Commission shall render assistance, including labor, materials and equipment, necessary for the maintenance, repair or replacement of equipment at the Solar Facilities, or for the operation of the Solar Facilities ("O&M Assistance"), provided such labor is available and materials and equipment can be procured. The Commission will notify the District or its agent if there will be a postponement of assistance due to a lack of resources and when work will be resumed.

8. **TIMESHEETS AND RECORDS:** The Commission shall keep detailed records associated with the assistance provided under this Agreement. Such records shall include timesheets for each employee, equipment usage logs for all equipment, and invoices, receipts and expense reports for all materials and subcontracted services. Copies of records shall be made available to the District upon request.

9. **BUDGETS, BILLING AND PAYMENT:**

9.1 Operating Budgets.

9.1.1. Each year, the Parties will develop an Operating Budget for this Agreement. The Parties may revise the Operating Budget, as they agree from time to time. The annual Operating Budget, as initially established or revised, shall not exceed the amount set forth in the paragraph below on "Limitation on Costs."

9.1.2. Adherence to Operating Budgets. The Commission shall incur obligations or expend funds for the Solar Facilities only in conformity with the then-effective Operating Budget.

9.1.3. Notice that actual costs and expenses might exceed estimated amount. If at any time the Commission becomes aware that actual costs and expenses are reasonably likely to exceed the amounts in the Operating Budget, the Commission shall immediately notify the District of such likelihood, and the cause therefor, and the Commission and the District shall meet to determine what action, if any, should be taken.

9.1.4. Limitation on Costs. The total cost of O&M Assistance provided under this Agreement shall not exceed two-hundred thousand dollars (\$200,000.00) per fiscal year, which shall begin July 1st and end June 30th in the following calendar year.

9.2 Invoices. The Commission shall invoice the District by the fifteenth (15th) day of each month, or on such other date as the Parties may agree, for the next month's payments to be made by the District pursuant to the Operating Budget. Invoices shall include the gross amounts due for each item, any credit applied to the amounts due, and the net amounts due. The Commission shall maintain, and provide to the District upon request, reasonable supporting documentation for each item appearing on an invoice.

9.3 Payment Due Date. The District shall pay each invoice issued by the Commission within thirty (30) days of its receipt.

9.4 Year-End "True-up". The Commission shall provide the District, not later than 180 days after the close of the Commission's fiscal year, with a reconciliation of the preceding year's estimated costs and expenses and the actual costs and expenses, less any amounts owed by, or credits due to, the District by the Commission. Within thirty days after the District's receipt of that reconciliation, the District shall pay to the Commission, or the Commission shall refund to the District, as the case may be, those amounts necessary to cause the District's payment for the preceding year to equal the District's actual payment obligation for the preceding year.

9.5 Disputes over Invoices. If the District disputes any aspect of an invoice, the District nonetheless shall pay such invoice in full, noting on the remittance the amount disputed and the reasons therefor. The Parties shall promptly seek to resolve the dispute. If it is determined that the invoice was in error and an overpayment was made, the overpayment shall be refunded to the District.

10. INTERRUPTIONS: The Parties assume no liability, financially or otherwise, including but not limited to consequential damages, to each other for interruptions in electric service that result from actions taken or not taken under this Agreement.

11. SUPERVISION:

11.1 The Commission shall provide adequate direct supervision for the work being performed by its employees and shall retain sole supervisory responsibility for its employees.

11.2 The Commission solely shall be responsible for the safety and well-being of its employees and shall have the right to refuse to perform any work it deems unsafe.

11.3 The District may require the Commission rendering service to remove from the work any employee who is believed by the District to be unfit, unqualified or uncooperative, provided, however, the District notifies the Commission's Director of Engineering and Operations and the Commission's Director agrees the employee should be removed. Notwithstanding the foregoing, the District shall retain sole discretion to permit or refuse any employee, subcontractor or agent of Commission access to the Facilities.

12. CLEARANCES: The Commission shall be responsible to schedule and arrange clearances, as necessary in support of the work.

13. SAFETY AND ENVIRONMENTAL COMPLIANCE: The Commission shall ensure work is performed in compliance with applicable federal, state and local laws and regulations, including but not limited to those associated with safety and environmental compliance.

14. WARRANTY OF WORK:

14.1 All warranties, express or implied, are limited to those set forth herein in this Section 14.

14.2 For assistance rendered involving skilled or unskilled labor performing repairs and restoration work, the Commission warrants the work will be carried out in a professional and workmanlike manner consistent with prudent utility practice.

15. NOTICES. All notices, demands or requests required or permitted to be given under this Agreement, excluding O&M Assistance requests, shall be in writing, signed by a person with authorization to bind the sending Party, and directed to the Parties at the addresses stated below. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; (c) by registered or certified mail, return receipt requested; or (d) via a scanned document sent via email.

Notices to the Commission:

Assistant Director of Engineering and Operations
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
breese@crc.nv.gov
ewitkoski@crc.nv.gov

Notices to the District:

Director of Energy Management
100 N. City Parkway, Suite 700
Las Vegas, Nevada 89106
Scott.krantz@lvvwd.com

With a copy (excluding invoices) to:

Las Vegas Valley Water District
Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
general.counsel@lvvwd.com

When notice is given by mail, it shall be deemed served three (3) business days following deposit, postage prepaid in the United States mail. When notice is given by email transmission, it shall be deemed served upon receipt of confirmation of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following the email transmission. When notice is given by next day courier service, it shall be deemed served the next business day following deposit.

The Parties may designate a new contact person under this provision for notices or invoices or change the addresses or email addresses identified above by notifying the other Party in writing.

16. DISCHARGE OF LIABILITY: To the extent permitted by Nevada law, the Commission and the District agree to indemnify, save and hold each other free and harmless from any and all liability, loss, damage, cost, or expense, including reasonable attorney's fees, arising out of, connected with, or related to any claim by any third party, which arises in any manner from any provision of this Agreement, provided, however, that neither Party shall be responsible for any liability, loss, damage, cost or expense caused by the other Party's gross negligence or intentional misconduct. The Commission and the District expressly understand and agree that neither Party shall be liable for any indirect, incidental, special, punitive or consequential damages hereunder, and that nothing in this paragraph or elsewhere in this Agreement shall be construed as a waiver of available immunities and statutory limitations including, without limitation, those set forth in Nevada Revised Statutes Chapter 41.

17. WAIVER OF COMPLIANCE: The failure of either Party to enforce or insist upon strict performance of any obligation or condition herein shall not constitute a release of the obligation expressed and agreed to herein by the Parties hereto. Such failure to enforce or insist upon strict compliance with such obligation or condition shall not be construed or operate as a waiver with respect to any subsequent or other failure.

18. AUTHORITY: Each Party hereto warrants and covenants to the other Party that it has the full power, authority and legal right to execute, deliver, perform and observe the provisions of this Agreement, and has obtained all approvals and consents, and has completed all proceedings necessary to carry out its obligations contemplated herein.

19. TERMINATION: This Agreement may be terminated by either Party without cause upon thirty (30) days written notice.

20. ELECTRONIC SIGNATURES: Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures.

21. APPLICABLE LAW: Nevada law shall govern the interpretation of this Agreement, without reference to its choice of law provisions.

22. VENUE: The Parties agree that venue for any dispute arising from the terms of this Agreement shall be Clark County, Nevada.

23. **ATTORNEY'S FEES:** Except as otherwise set forth in this Agreement, the Parties shall bear their own attorneys' fees and costs incurred in resolving claims, as well as on preparation of this Agreement. In the event that any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover its reasonable and necessary attorneys' fees and costs incurred. The Parties agree that reasonable attorneys' fees shall not exceed \$250.00 per hour.
24. **NO THIRD PARTY RIGHTS:** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the Commission and the District. This Agreement does not create any third-party beneficiary rights or causes of action.
25. **CAPTIONS:** The captions contained in this Agreement are for reference only and in no way should be construed as part of this Agreement.
26. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.
27. **INTEGRATION:** This Agreement contains the entire understanding between the Parties relating to the transactions contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, between the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, regarding the subject matter of this Agreement are merged in this Agreement and shall be of no further force or effect.
28. **RECORDS:** The Parties shall retain financial and other records related to this Agreement for a minimum of six years. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue. The Parties shall make available to the other Party for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
29. **ASSIGNMENT:** Commission shall not assign or transfer its interest in this Agreement without the prior written consent of District. If Commission assigns or transfers without prior written approval, the assignment or transfer shall be void, and not merely voidable.
30. **SEVERABILITY:** If any term of this Agreement is to any extent illegal, invalid, or unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms of this Agreement shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

31. **FEDERAL FUNDING:** In the event, federal funds are used for payment of all or part of this Agreement, the Parties agree to comply with all applicable federal laws, regulations and executive orders.
32. **AMENDMENT:** This Agreement may only be amended or modified in a writing stating specifically that it amends this Agreement and is signed by an authorized representative of each party.
33. **AUDITS:** Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), financial statements and supporting documentation, and documentation related to the work product shall be subject, upon reasonable notice, to inspection, examination, review, audit, and copying at any office or location where such records may be found.
34. **SURVIVAL:** Subject to the limitations and other provisions of this Agreement, the obligations contained in the Paragraph entitled “Audits” of this Agreement will survive the expiration or earlier termination of this Agreement for a period of 12 months after such expiration or termination; and, the Paragraphs entitled “Indemnification”, “Applicable Law”, “Venue”, and “Attorney’s Fees” of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, will survive the expiration or earlier termination of this Agreement indefinitely.
35. **EXECUTION:** By their signatures below, the Parties hereby enter into this Agreement as of the Effective Date.

COLORADO RIVER COMMISSION OF
NEVADA

LAS VEGAS VALLEY WATER DISTRICT

Eric P. Witkoski, Executive Director

John J. Entsminger, General Manager

Approved as to form:
Office of the Attorney General

Approved as to form:

Michelle Briggs, Special Counsel

Laura Ellen Browning, Esq.

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF JULY 11, 2023**

SUBJECT:

For Possible Action: Consideration and possible action to approve an Amendment No. 2 for Contract No. LS-20-02 between the Colorado River Commission of Nevada and PAR Western Line Contractors, LLC (PAR Western) and replace PAR Western with Summit Line Construction, Inc. due to a name change.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends the Commission approve Amendment No. 2, an assignment to Summit Line Construction of the Contract No. LS-20-02, between the Colorado River Commission of Nevada and PAR Western Line Contractors, LLC.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background of Contract:

In December of 2020, the Commission approved a four-year contract with PAR Electrical Contractors, Inc. (PAR) for labor services related to Transmission and Distribution System Support Services to provide services to the Commission's customers when requested. Those customers include Southern Nevada Water Authority, Clark County Water Reclamation and Basic Substation Project.

B. Contract Amendment for Consideration:

The proposed amendment to the contract is a name change of the contracting party from PAR Western Contractors to Summit Line Construction. The services and operations under the contract remain as originally approved.

| | |
|------------------------|-----------------|
| CETS #: | |
| Solicitation #: | LS-20-02 |

ASSIGNMENT OF CONTRACT

AMENDMENT NO. 2

Between the State of Nevada
Acting By and Through Its

| | |
|------------------------|--|
| Agency Name: | Colorado River Commission of Nevada |
| Address: | 555 E. Washington Ave., Suite 3100 |
| City, State, Zip Code: | Las Vegas, NV 89101 |
| Contact: | Robert Reese |
| Phone: | 702-682-6972 |
| Fax: | 702-856-3617 |
| Email: | breese@crc.nv.gov |

| | |
|-----------------------------|--|
| Contractor Name (Assignor): | PAR Western Line Contractors, LLC |
| Address: | 4415 Andrews St. |
| City, State, Zip Code: | North Las Vegas, NV 89081 |
| Contact: | Andrejs Kukainis |
| Phone: | 702-644-8141 |
| Fax: | 702-644-8148 |
| Email: | akukainis@parelectric.com |

| | |
|-----------------------------|--|
| Contractor Name (Assignee): | Summit Line Construction, Inc. |
| Address: | 4415 Andrews St. |
| City, State, Zip Code: | North Las Vegas, NV 89081 |
| Contact: | Andrejs Kukainis |
| Phone: | 702-644-8141 |
| Fax: | 702-644-8148 |
| Email: | akukainis@parelectric.com |

1. **AMENDMENTS.** All provisions of the original contract dated 12/01/2020 remain in full force and effect with the exception of the following:
 - A. **Assignment.** Assignor assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

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| CETS #: | |
| Solicitation #: | LS-20-02 |

- B. State Assent. The State hereby ratifies and assents to Assignor's transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
- C. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- D. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
- 1) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
 - 2) The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Assignee shall provide policies of insurance in amounts set forth in the original contract.

2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract and Amendment No. 1), is attached hereto, incorporated by reference herein and made a part of this assignment. Exhibit B (Notification of Restructuring) is attached hereto, incorporated by reference herein and made a part of this assignment.

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| CETS #: | |
| Solicitation #: | LS-20-02 |

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract and Amendment to the original Contract to be signed and intend to be legally bound thereby.

| | | |
|-----------------------------------|------|-------|
| PAR Western Line Contractors, LLC | Date | Title |
|-----------------------------------|------|-------|

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| Summit Line Construction, Inc. | Date | Title |
|--------------------------------|------|-------|

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|--|------|-------|
| Eric Witkoski Colorado River Commission of Nevada | Date | Title |
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Approved as to form by:

| | | |
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| Michelle Briggs Special Counsel for Attorney General | On: | Date |
|---|-----|------|

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| CETS #: | |
| Solicitation #: | LS-20-02 |

ASSIGNMENT OF CONTRACT

AMENDMENT NO. 1

Between the State of Nevada
Acting By and Through Its

| | |
|------------------------|--|
| Agency Name: | Colorado River Commission of Nevada |
| Address: | 555 E. Washington Ave., Suite 3100 |
| City, State, Zip Code: | Las Vegas, NV 89101 |
| Contact: | Robert Reese |
| Phone: | 702-682-6972 |
| Fax: | 702-856-3617 |
| Email: | breese@crc.nv.gov |

| | |
|-----------------------------|--|
| Contractor Name (Assignor): | PAR Electrical Contractors, Inc. (PAR) |
| Address: | 4415 Andrews St. |
| City, State, Zip Code: | North Las Vegas, NV 89081 |
| Contact: | Andresj Kukainis |
| Phone: | 702-644-8141 |
| Fax: | 702-644-8148 |
| Email: | akukainis@parelectric.com |

| | |
|-----------------------------|--|
| Contractor Name (Assignee): | PAR Western Line Contractors, LLC |
| Address: | 4415 Andrews St. |
| City, State, Zip Code: | North Las Vegas, NV 89081 |
| Contact: | Andrejs Kukainis |
| Phone: | 702-644-8141 |
| Fax: | 702-644-8148 |
| Email: | akukainis@parelectric.com |

1. **AMENDMENTS.** All provisions of the original contract dated 12/01/2020 remain in full force and effect with the exception of the following:
 - A. Assignment. Assignor assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

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| CETS #: | |
| Solicitation #: | LS-20-02 |

- B. State Assent. The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
- C. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- D. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
- 1) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
 - 2) The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Assignee shall provide evidence of policies of insurance in amounts set forth in the original contract.

2. **INCORPORATED DOCUMENTS**. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment. Exhibit B (Notification of Merger) is attached hereto, incorporated by reference herein and made a part of this assignment.

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| CETS #: | |
| Solicitation #: | LS-20-02 |

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract and Amendment to the original Contract to be signed and intend to be legally bound thereby.

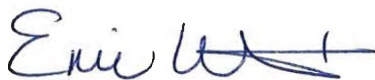


2/18/2022

James Stapp

Date

President



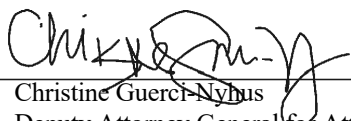
3/9/2022

Eric Witkoski

Date

Executive Director

Approved as to form by:



Christine Guerci-Nylhus

Deputy Attorney General for Attorney General

On: 03/15/2022

Date

ORIGINAL

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| CETS# |
| RFP#LS-20-02 |

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

| | |
|------------------------|--|
| Agency Name: | Colorado River Commission of Nevada (CRCNV) |
| Address: | 555 E. Washington Avenue, Suite 3100 |
| City, State, Zip Code: | Las Vegas, NV 89101 |
| Contact: | Robert Reese |
| Phone: | 702-682-6972 |
| Fax: | 702-856-3617 |
| Email: | breese@crc.nv.gov |

| | |
|------------------------|--|
| Contractor Name: | PAR Electrical Contractors, Inc. (PAR) |
| Address: | 4415 Andrews St. |
| City, State, Zip Code: | North Las Vegas, NV 89081 |
| Contact: | Andrejs Kukainis |
| Phone: | 702-644-8141 |
| Fax: | 702-644-8148 |
| Email: | akukainis@parelectric.com |

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS#

RFP#LS-20-02

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*.

| | | | |
|-----------------|------------|-----|------------|
| Effective from: | 12/01/2020 | To: | 12/01/2024 |
|-----------------|------------|-----|------------|

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

| | |
|---------------|--|
| ATTACHMENT A: | STATE SOLICITATION OR RFP #LS-20-02 and AMENDMENTS # |
| ATTACHMENT D: | INSURANCE SCHEDULE |
| ATTACHMENT C: | CONTRACTOR'S RESPONSE |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

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|-----------|-----|--------------------|
| \$ Agreed | per | Task Authorization |
|-----------|-----|--------------------|

| | |
|--|--|
| Total Contract or installments payable at: | |
|--|--|

| | |
|-------------------------------|----------------|
| Total Contract Not to Exceed: | \$1,200,000.00 |
|-------------------------------|----------------|

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section. Notwithstanding anything to the contrary in this Contract, CRCNV shall not have the right to inspect or audit the makeup of any fixed, lump sum, unit price percentage markup, multiplier or any other fixed form of compensation.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided. If CRCNV terminates this Contract without cause, CRCNV shall pay Contractor for Work completed prior to the termination.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** 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, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, pandemic, epidemic, quarantine, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor shall be entitled to an equitable adjustment in schedule and

compensation for any such events. Given the existence of the COVID-19 / coronavirus pandemic, Contractor will use its best efforts to staff and supply this project. However, anything to the contrary notwithstanding, Contractor shall have the right to seek an excusable extension of time if Contractor or its subcontractors and suppliers are unable to maintain planned crew sizes or work force due to the illness, supply shortages or governmental restraints on business, travel and/or assembly.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of the Work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree but in each instance, only to the extent caused by the negligent act or omission of Contractor. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment D*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the limits as specified in *Attachment D*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance within ten (10) the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds to the full limits of liability required by this Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall be borne by the Contractor.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

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

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 04 13 or CG 20 37 04 13), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with required limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance endorsement, as appropriate to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible

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to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of therecords.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **LIMITATION OF LIABILITY.** Notwithstanding anything else to the contrary, Contractor's liability hereunder, from any cause and based on any theory whatsoever, shall not in the aggregate exceed fifteen million dollars (\$15,000,000), hereunder, except to the extent of Contractor's (including parties under its control) willful misconduct, and/or breach of confidentiality provisions, and Contractor's indemnity obligations hereunder for third party claims.
32. **LATENT SITE CONDITIONS:** Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract sum and time for performance shall be equitably adjusted by Change Order.

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33. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

PAR ELECTRICAL CONTRACTORS, INC.

Andrejs Kukainis

Digitally signed by Andrejs
Kukainis
Date: 2020.11.09 16:22:13 -08'00'

Andrejs Kukainis
Division Manager

Date

**COLORADO RIVER COMMISSION
OF NEVADA**



12-8-2020

Eric Witkoski
Executive Director

Date

Approved as to form:

Christine Guerri-Nyhus

12-9-2020

Christine Guerri-Nyhus
Special Counsel to the
Colorado River Commission of Nevada

Date



4414 Powerline Rd.
Heber City, UT 84032

PHONE 435.657.0721
WEB quantawestllc.com
NYSE-PW

May 24, 2023

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

Attn: Robert Reese

Re: PAR Western Line Contractors, LLC and Summit Line Construction, Inc. Join Forces in Nevada

Dear Mr. Reese,

PAR Western Line Contractors, LLC ("PWLC") and its sister Quanta Services, Inc. companies have partnered for decades to provide contiguous, best-in-class service to Colorado River Commission (CRC), utilizing local leadership and Union workforce to perform work professionally, safely, and with quality.

To better serve the needs of our clients in a high-quality and cost-competitive manner, Quanta West, LLC ("Quanta West") was formed. Quanta West leadership has sought out to steadily expand and improve our regional management talent and to align various Operating Company capabilities to provide seamless and holistic energy solutions in the West. To further support this, Quanta West has initiated certain corporate restructuring for a few of its subsidiaries to achieve these goals.

Going forward, operations in Nevada will be led by Summit Line Construction, Inc. ("Summit"), under the leadership of President Dylan Welsh. Summit Line Construction will assume PWLC's operations and will integrate the teams into its current operations. PWLC in its current corporate form will continue to operate in the West, with specific focus on California operations only.

Reno operations will continue to be led by Shane Glenn, with expanded local leadership support from Brian Meagher, Vice President of Business Operations for Summit. Las Vegas operations will continue to be led locally by Andrejs Kukainis.

The Employer Identification Number (EIN) of Summit, 27-1618499, a Quanta West entity, will be the EIN for future operations. The Summit leadership team will work closely with CRC to transition or assign current contracts, as well as coordinate with Local Unions for bargaining employee relations.

PWLC will be the employer and entity of record using EIN # 43-1939873 until restructuring and assigned contracts are finalized. While some operational changes have already begun, we expect an effective date for purposes of resourcing our work to be **July 1, 2023**.

Thank you for your partnership and consideration. We are happy to answer any questions you may have as it relates to this corporate realignment, Summit's culture and capabilities, or any other aspects that relate to our continued partnership.

We look forward to providing best in class service to you for years to come.

Sincerely,

Travis Walser
President
PAR Western Line Contractors, LLC
twalser@parwlc.com

Dylan B. Welsh
President
Summit Line Construction, Inc.
dwelsh@summitlineconstruction.com