

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: Roll Call / Conformance to Open Meeting Law.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

Announcement of actions taken to conform to the Open Meeting Law will be reported at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: <i>For Possible Action:</i> Approval of minutes of the July 11, 2023, and July 31, 2023, meeting.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the July 11, 2023, and July 31, 2023, meeting are enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:33 p.m. on Tuesday, July 11, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman	Puoy K. Premsrirut
Vice Chairwoman	Kara J. Kelley
Commissioner	Cody T. Winterton

COMMISSIONERS PRESENT VIA TELECONFERENCE

Commissioner	Dan Stewart
Commissioner	Allen J. Puliz

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General	David W. Newton
Special Counsel, Attorney General	Michelle D. Briggs

COMMISSION STAFF IN ATTENDANCE

Executive Director	Eric Witkoski
Senior Assistant Director	Sara Price
Chief of Finance and Administration	Douglas N. Beatty
Assistant Director, Engineering and Operations	Bob Reese
Assistant Director, Hydropower	Gail Bates
Assistant Director, Energy Information Systems	Kaleb Hall
Chief Accountant	Gail L. Benton
Environmental Program Manager	Warren Turkett, Ph.D.
Natural Resource Specialist	Laura Dye
Hydropower Program Manager	Craig Pyper
Senior Power Facilities Electrician	Walter Shupe
Senior Energy Accountant	Stephanie Salleroli
System Coordinator	Chris Smith
Executive Assistant Manager	Gina L. Goodman
Office Manager	Noah Fischel
Administrative Assistant III	Saira Castillo
Administrative Assistant II	Tamisha Randolph
Administrative Assistant II	Joshua Cleveland

OTHERS PRESENT: REPRESENTING

College of Southern Nevada
Las Vegas Valley Water District
NV Energy
NV Energy
PAR Western Line Contractors, LLC
Southern Nevada Water Authority
Southern Nevada Water Authority

Tina Dobbs
Scott Krantz
Jana Stewart
Michael Hulin
Andrejs Kukainis
Brittany Cermak
Jordan Bunker

DRAFT

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

JULY 11, 2023

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:33 p.m., followed by the pledge of allegiance.

A. Conformance to Open Meeting Law.

Executive Director, Eric Witkoski confirmed that the meeting was posted in compliance with the Open Meeting Law.

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

Chairwoman Premsrirut asked if there were any comments from the public. There were none.

C. *For Possible Action: Approval of minutes of the April 11, 2023, and May 9, 2023, meeting.*

Commissioner Winterton moved for approval the minutes of the April 11, 2023, and May 9, 2023, meeting. The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote of those present.

D. *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.*

Assistant Director of Engineering and Operations Robert Reese presented for this item.

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.

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

The Commission’s staff and engineers have evaluated the bid 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 recommended an award of Contract No. SA-23-01 to Energized Substation Maintenance, Inc.

Staff is requested the 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.

Chairwoman Premsrirut commented the contract bid was for \$344,960; there is the 10% contingency that is added on in the agreement, and it requires \$9,950 bond amount. She asked if that is built into the \$344,960.

Mr. Reese responded that it is built into the contingency.

Chairwoman Premsrirut asked if it was all inclusive or if we are adding.

Mr. Reese responded that it is all inclusive.

Chairwoman Premsrirut asked Mr. Reese, when he submitted the bid or sent it out for bidding to 20 vendors, what does he think was the common denominator that eradicated the other 19 and led to this one, because she knows we are always trying to get a bigger pool of eligible folks. This has nothing to do with Energized Substation Maintenance as she recognizes their long standing and their exceptional work. Chairwoman Premsrirut was more curious about the vendor population.

Mr. Reese responded that there is a very specific application that we like to have performed at those facilities. It takes a lot of skill and requirements and special equipment to do this type of activity which narrows down the field. There is a huge liability to it when these contractors come in to do this type of work because the substations are energized to 230,000 volts. So that knocks a lot of vendors out of the bidding process.

Vice Chairwoman Kelley asked Mr. Reese about the design and the thought process behind going from quarterly to once a year in terms of the cleanings.

Mr. Reese responded that what we have tried to do is what is called a condition-based maintenance and the advantage of that type of application is, once you get enough history and trending experience, you can actually make some judgment calls on when you provide that type of maintenance. The benefit to it is less risk to the system and it is a cost savings for our customers. So having the experience of doing this for about 25 years, we can judge when we think it needs to be done, rather than doing a time based ever quarter.

Vice Chairwoman Kelley asked if prior to this he had been doing it quarterly and if Mr. Reese could elaborate on this topic.

Mr. Reese responded that on the last contract, we started going six months, and had great success with that time frame. Now we are going to kick it out a little bit. But we are going to be very cautious because it can have catastrophic effects if we make the wrong decision.

The glass sits on top of the light components and then the bottom half of that is called the dead component. As the voltage comes in on the top of the glass, they have what we call high density skirts that come down through there. And it mitigates the voltage tracking from the live component to the dead component, because electricity likes to go to ground. When you get contaminants on this glass, it breaks down the insulation value of that component. So, we want to ensure that we don't get enough contaminant on the glass to cause that tracking to go to the ground, which causes a big fireball and most likely damage to the equipment.

Vice Chairwoman Kelley asked Mr. Reese if one of the ways maybe to not ensure safety, but minimize the risk, is to keep those contaminants out of there and keep those clean. And if we are going from quarterly or to semiannually now annually, what is happening in the interim between the cleanings that is helping to support minimizing the contaminants.

Mr. Reese responded, that is a very good question. There is a lot of factors that we have to consider if doing only one a year. For example, if we were in the fall season and there was even a thought that there would be some contaminants on there, we would schedule a cleaning, because the worst thing that we could possibly have is a light rain, like a mist, because that attracts contaminants to the insulators, and that causes a greater chance of tracking. If we even thought there was enough contaminants on the glass at that timeframe, we would schedule a cleaning. You have weather, time of year, and things like dust, and different contaminants that are airborne

in that area that we have to take in consideration. They are not producing as much product right now, which is a factor we look into. So, by taking all these components, or all these things into consideration, we can determine when we really want to do that cleaning.

Vice Chairwoman Kelley responded she does not recall from looking at the RFP if the amount that is being requested today is based on an annual cleaning and will that contract allow for flexibility in the event of a mist kind of rain or unexpected contaminant, whether it is from wildfire or what have you, that may necessitate additional cleanings.

Mr. Reese responded the contract gives us the flexibility to determine when we want to clean. We have enough in the contract in case there is a ramp up in production or if there were other outside influences causing some type of contaminants to our glass, we would have the ability to clean that. Perfect example of that is if there is a main blowout in one of our other facilities and it produced up a lot of dirt and mud onto the glass. I have enough in the contract to facilitate emergency and routine cleaning.

Vice Chairwoman Kelley moved for approval 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. The motion was seconded by Commissioner Winterton and approved by unanimous vote.

E. *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.

Assistant Director of Engineering and Operations Robert Reese presented the following background information.

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.

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.

Vice Chairwoman Kelley commented that this is not part of a service we are already doing for existing customers. This \$200,000 contract is above and beyond what we typically do. Vice Chairwoman Kelley asked Mr. Reese how he and his Staff plan to delegate this new project while servicing existing customers which is to an extent our priority first and foremost. How are jobs going to be assigned to them with this sort of above and beyond type of service arrangement?

Mr. Reese responded that internally he and his Staff prepare in detail the outline of the scheduling, preventive maintenance, what staff will be doing and how they are going to carry it out. The same process is applied to the customers in order to also meet the expectations for their solar facility as well as communicate and discuss details of their timeline. If there were to be an emergency, it would be prioritized accordingly. It is our understanding they want to be producing at high capacity during the summer months. We anticipate a lot of that type of activity on the solar side. It is more of the January, February type of timeframe. Therefore, we can fit that into our schedule and have the appropriate manpower to not only maintain our system but also facilitate theirs's too.

Commissioner Kelley asked that just for the record, what happens if there was an instance where the Colorado River Commission's priorities, whether because of an emergency or other reason, were higher than what this customer needed under this contract, would you maintain the priority work?

Mr. Reese responded, correct.

Vice Chairwoman Kelley asked if there would be something equally important to the customer if the customer would have to solve that temporary issue on their own.

Mr. Reese responded that is correct. And to that aspect he appreciates this comment, as manpower is always a very delicate commodity. It is an expenditure for all our customers. What we try to do is have their appropriate staffing accommodate all this activity and still have the best value for their dollar because we have presented ourselves as a valuable resource to our customers and believe they are now reaping that benefit. Mr. Reese believes communication with our customers where we identify everyone's expectations, what our capabilities are and what we can do for them is of the essence. Mr. Reese believes the thing that is in our favor here is the business relationship with Southern Nevada Water Authority and CRCNV, as we share the same business model.

Vice Chairwoman Kelley responded that she thinks that is terrific and just wanted to go through this conversation for the purpose of making sure that if other customers of ours who may not be here today or who may be much smaller understand that the overall responsibilities of the Colorado River Commission of Nevada, is the responsibility to all of its customers and our primary import over what we may do to help support one customer.

Mr. Reese responded, correct and to further that conversation, we meet with SNWA once a year and go over all the manpower. SNWA has been very accommodating when we need more manpower and in tune with when we need to bring more people on. Mr. Reese has been through a downsizing and intentionally keeps our crew semi lean, as that is something he does not want to go through or put staff through. We ensure that we can do our job safely and have the appropriate manpower to do that. Another benefit we have is labor contracts that the commission has approved for us. If we get in a bind where we need to pull in resources, then we'll pull those resources in on a temporary basis to accomplish a needed task we need that is critical. We would still be the project management team on that, but we could bring in that labor force if we were shorthanded for some reason or another.

Commissioner Kelley responded that she is sure that the taxpayers, our customers, and the governor's office will be pleased to hear how lean Mr. Reese keeps his staff and how he prioritizes. She appreciates the indulgence on this item.

Chairwoman Premsrirut thanked Mr. Reese for his explanation and being able to rise to the occasion. That it is within the wheelhouse of the CRCNV.

Vice Chairwoman Kelley moved for approval 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 conditioned on the requirement that District's Board of Directors approves the Interlocal Agreement in substantially the same form as presented to the Commission. The motion was seconded by Commissioner Winterton and approved by unanimous vote.

<p>F. <i>For Possible Action:</i> 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.</p>
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Assistant Director of Engineering and Operations Robert Reese presented the following background information.

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.

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.

Chairwoman Premsrirut commented that for the record, she just wanted to confirm that the name change is just a cosmetic thing and not an underlying substantive revision, all

the terms and conditions remain intact, and the level of performance and the service being provided will remain the same.

Mr. Reese responded, that is correct. Their business will remain here. Their core group will still be the same. Now with linemen, they are higher out of the hall, so there will be some changes on the labor side, but the core group will remain the same.

Vice Chairwoman Kelley asked if it is required that the Commission needs to make decisions or certify name changes, as she is confused as to why it is brought forward to the Commission.

Mr. Witkoski responded that this is way to keep a record of the change and confirm the ownership. We deal with a lot of these companies, the changes and sometimes it's difficult to track the nature of the change. Having it before the Commission helps clarify the nature of the change.

Chairwoman Premsrirut stated that just in terms of name changes, sometimes those indicate mergers, acquisitions, roll ups and sometimes the wizard behind the curtain is not the same after the name change and appreciates that being brought forward, so we can confirm.

Vice Chairwoman Kelley moved for approval 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 replaced PAR Western with Summit Line Construction, Inc. due to a name change. The motion was seconded by Commissioner Winterton and approved by unanimous vote.

<p>G. <i>For Information Only:</i> Status update on 2023 Legislative Session and related budget matters submitted for approval for Fiscal Years 2024 and 2025.</p>

Chief of Finance and Administration Douglas Beatty provided a status update on the budget.

Special Counsel Attorney General, David Newton provided an update on Open Meeting Law.

Mr. Beatty reported regarding the budget, as reported last time, there was just a waiting period for the full committee to approve the staff closing of the budget. Due to other agencies having changes to their budgets, CRCNV was hit with some allocated costs, and a couple of minor technical adjustments were made. The process went smoothly, and the budget is now thoroughly completed.

Mr. Newton reported regarding the Open Meeting Law, that as Mr. Witkoski had mentioned, there were a couple of things that changed on the Open Meeting Law that affect you directly:

The first one is that they changed the definition of a meeting. It is now a gathering of a quorum, but there has to be deliberation and or action. That is how the Attorney

General's office has been applying that for quite some time, but the statutes finally caught up. Again as Mr. Witkoski had said that would have an impact, like when we did the tour out at Hoover. One of the things we were working on ahead of that that did not turn out to be necessary was to try to make sure we didn't have a quorum by breaking it up into groups, you would not have to do that now with this statute in place, as long as you did not take any action or engage in any deliberation.

The other highlight Mr. Newton touched on is that they dialed back the virtual meetings, a little bit in terms of regulations. A virtual rulemaking meeting now also requires a physical location to hold the meeting. That is because they were having problems, at different times, getting all the paperwork to the various places where people could go to try to testify on the regulations. Those regulation files are often very thick. So, this way, there will be a central place where you can go as a member of the public to obtain a copy of that proposed regulation.

Last, the quorum is based on the number appointed at the time that the matter is being heard, not the overall number of seats available on the Commission.

Vice Chairwoman Kelley commented that she believes the last time her board commission expired she was on the board many months before she was reappointed. She asked if in that instance, if she would have been counted.

Mr. Newton responded yes. The fallback did not change in terms of if you are in an appointed position. You can continue to serve after your term expiration.

Vice Chairwoman Kelley expressed some concerns regarding the budget for the move from the Grant Sawyer Building to the new building by the airport; will the state cover CRCNV's expenses in full, partial, or not at all, for furniture arrangements. She advised on anticipating any unforeseen expenses to the CRCNV.

Mr. Witkoski responded there has been some various plans in the past with the Grant Sawyer Building (GSB). For example, at one point the plan was to move us out to remodel it and move us back in after the remodel was done. Another plan was to build a new building in the parking lot, move everyone in there, and revamp the GSB, that was the plan as of December 2022. Then at the first of 2023, the current Governor's Office and administration became aware of buildings near the airport. They found them to be at an attractive price and would acquire them over time. They are closing on about 130,000 square feet in July 2023, then about 300,000 in October 2023 and some more in March. Mr. Witkoski also believes LCB acquired some buildings. This has all happened rather quickly. They just found that the price of the buildings was very attractive versus what it was going to cost to remodel the GSB. What was in the budget for remodel is way more than what they are going to need to spend for the existing potential new offices.

There was a special session. The first bill was for capital improvements, and, in that bill, there is \$74 million for tenant improvements at that location in southern Las Vegas and then over \$200 million for the acquisition of the buildings. They are now working through the process.

Chairwoman Premsrirut commented that there have been resources allocated towards new real estate purchases and we shall assume that the CRCNV will be treated equitably, fairly and if it is not, we hope that you bring this before the board so the Commissioners can support and pivot that type of treatment.

H. *For Information Only:* Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.

Special Counsel Attorney General, David Newton and Special Counsel Attorney General, Michelle Briggs both provided an update on legal matters.

Special Counsel Attorney General, Michelle Briggs provided an update on Basic Water Company (Basic) bankruptcy. Basic previously had plans to sell their assets through an auction; they have abandoned that process. Basic filed a motion with the court for approval of a sale of all their assets to Precision Castparts. Precision Castparts is the parent company of Timet. The motion is going to be heard by the court on July 17th. The sales price is \$8 million. There have been a few responses and a few oppositions to the sale, but we are told that the debtors will be able to work those issues out. We expect the sale to be approved on the 17th, and under the current orders of the court, August 3rd is the extended sale deadline. We are hopeful to get an assignment approved by this commission for the assignment of the CRCNV hydropower contracts, if possible. We have spoken to our bankruptcy counsel, and he has spoken to the debtor's counsel. They could extend that date, if necessary, but they would prefer not to. We did file a response to the motion letting the court know that this commission does have to approve the transfer of those contracts and that must be a condition of any sale.

Mr. Witkoski added we were not planning a commission meeting August 8, 2023. There is question whether we should try to do something sooner since they are trying to close on August 3rd.

Some Commissioners would be available in person, and some would be available virtually on the next Commission meeting on July 31, 2023.

Commissioner Winterton asked who the opposition was.

Ms. Briggs responded that Saguaro, which is a power company, is a party to the contract that they entered into for temporary service of water for the industries once Basic could no longer pull water from the lake and they opposed it because they are owed money under that arrangement. The other industries other than Timet filed oppositions or responses because they have to release Basic from any claims as part of the sale; and the contracts that they receive water under, they are supposed to be amended and they have not seen what that looks like yet. They have just put the court on notice that they do not know what they are required to do to get that sale approved and the time has been short. They were not necessarily opposed to Timet's parent company taking over, but they also want to be secured in receiving water. They also do not like receiving water the way they are currently set up to receive it through the City of Henderson because it is a lot more expensive. They have some issues there, but we

are told that they will be able to work those out. At least the debtor is hopeful that they will be able to work those out.

Chairwoman Premsrirut asked Ms. Briggs, if there is a condition to the assignment and approval, that the CRCNV will be made whole.

Ms. Briggs responded, there are no defaults under the contracts currently, there is a cash collateral that Basic has with the CRCNV and that will stay there. The new company that will take over the contracts will have the same collateral requirement.

Commissioner Premsrirut asked if these oppositions or reservation of rights, however you want to view those, interfere with our rights. Or is this just process related?

Ms. Briggs responded, no, they do not interfere with our rights. It could prevent the sale.

Chairwoman Premsrirut added, the transaction as a whole, but not with what we are asking or requiring?

Ms. Briggs responded, exactly.

Special Counsel Attorney General David Newton continued with providing other legal updates, on *Save the Colorado v. Department of the Interior (LTemp)* and *Navajo Nation v. Department of the Interior*.

Save the Colorado v. Department Of the Interior (LTemp)

We were part of a conference call with the feds on Monday, July 10, 2023. Coordinated which part of the argument the Federal parties were going to take and which part of the argument the state respondents were going to take. It is the same sorts of meetings that we had in the district court phase of this matter. The parties have all submitted edits to the main brief that was drafted by Colorado. They took the lead also at the district court level, so they are in the same spot they were last time. We are supposed to have another conference call on that early next week. We are supposed to meet with the feds again, hopefully. The feds meeting is somewhat interesting and somewhat useless because they will not share their brief ahead of time. They will tell you kind of the big parameter picture, which helps us know what we need to fill in and do not need to fill in. But they are not very forthcoming. That is DOJ policy because it was the same way in the district court level on this one as well.

Navajo Nation v. Department of the Interior

The 1868 treaty that established the Navajo reservation did not contain a specific reservation of water. The court ruled that it has to have that specific reservation because the United States cannot be bound unless there is specific language. It is interesting to read if you have an extra half hour to kill off. Mr. Newton offered to get a copy of it, to anyone interested. Because the dissent looked at the case completely differently, it did not look at it that the United States was being asked to secure additional water rights. They looked at what the United States was being asked to tell

the Navajo about how much water is in the system that belongs to them. It is an interesting dichotomy. You could easily just separate the two opinions and you would not miss one when you were reading the other because they are not that related like they are normally.

I. *For Information Only: Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.*

Environmental Program Manager, Warren Turkett, Ph.D. presented and Senior Assistant Director, Sara Price provided an update on current negotiations.

A copy of the report is attached and made a part of the minutes (See Attachment A).

Vice Chairwoman Kelley asked Dr. Turkett if he can provide an explanation behind the 25% less in consumptive use.

Dr. Turkett responded that there is a lot of factors that goes into that including weather. This year has been more wet than the previous years, so that does play into it.

Chairwoman Kelley asked if that is that something we know or something we assume.

Dr. Turkett responded; we do have the numbers for how much precipitation there is locally.

Vice Chairwoman asked if we look at those and compare them to the Water District numbers for example, or Southern Nevada Water Authority or whoever, to see if there is less usage in residential.

Dr. Turkett responded, yes, the Southern Nevada Water Authority has a department that reviews these data. They look at environmental factors and conservation programs to understand how these factors are impacting water use. Dr. Turkett reports on the total consumptive use for agencies and the SNWA has more detailed data for specific areas. There are a lot of factors involved when we are looking at consumptive use, but we do see a 25% reduction compared to last year. A lot of that is attributed to the conservation activities that SNWA is currently doing.

Chairwoman Kelley commented if this trend continues and depending on the areas of savings that you look at, once converted those are one time savings, at the time obviously their aggregate savings over time.

Dr. Turkett responded that we are seeing reductions in the diversions and there are a lot of factors involved. The business sectors are also involved in reducing water use through various programs. The SNWA is targeting reductions across all sectors to reduce gallons per capita per day.

Sara Price on the Bureau of Reclamation's Activities (Supplemental Environmental Impact Statement and Post-2023 changes in operations.)

Ms. Price stated she did not have specifics to report out on where we are with the supplemental environmental impact statement, in terms of near-term actions before getting to the post-2026 changes in operations.

Feds are still working on a new draft and have stated they plan to release a new draft supplemental environmental impact statement in the fall. We have heard some talk about the federal parties wanting to continue to include alternatives one and two along with the lower basin plan. The feds are currently modeling the lower basin plan against those alternatives. Depending on what the results, we will see where we are headed with the draft supplemental EIS.

At the same time, we have kicked off the post-2026 process. We are in a period of providing scoping comments that were due in mid-August. This will inform the process going forward as to how to integrate the tribes and NGOs as well and the breadth of the analysis regarding operations.

Hopefully by September when we come back, and we report out on the August 24 month study we will have some better clarity as to where we are headed on both the scoping as well as the draft supplemental impact statement.

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

Chairwoman Premsrirut asked if there were any comments from any member of the public present in the Chamber or any member of the public participating remotely that wish to address the Commission. There were none.

K. Comments and questions from the Commission members.

Chairwoman Premsrirut asked if there were any comments or questions from any Commission members.

Chairwoman Premsrirut thanked Gail Bates and Ken Mayer for going to her office and providing an educational power delivery energy purchase primer including flow charts and organizational drafts.

L. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:00 p.m. on Monday, July 31, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

M. Adjournment.

The meeting was adjourned at 2:35 p.m.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

DRAFT

Colorado River Commission of Nevada

Hydrology and River Updates

Warren Turkett

July 11, 2023

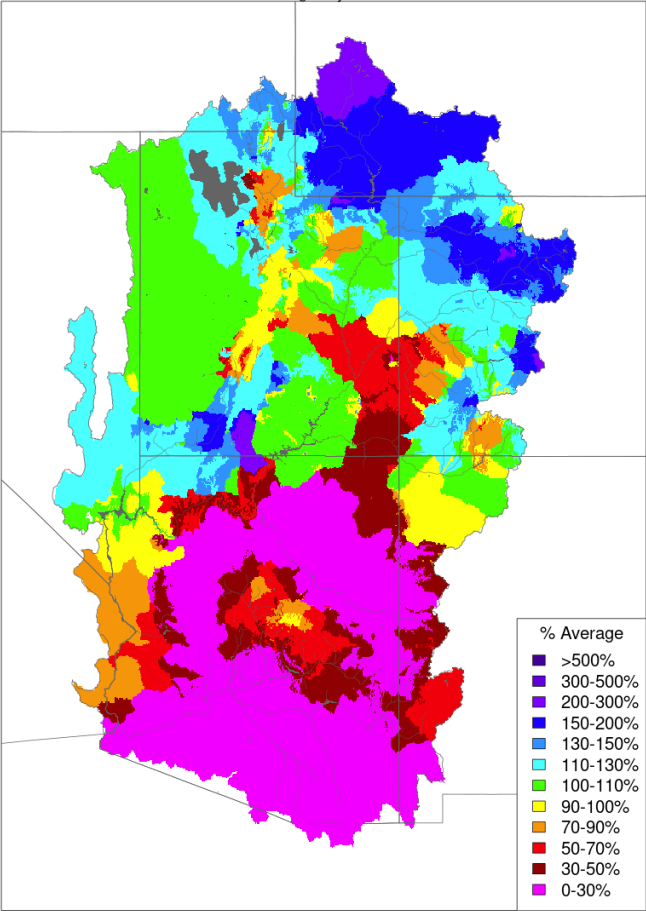


Precipitation and Temperature



Monthly Precipitation - June 2023

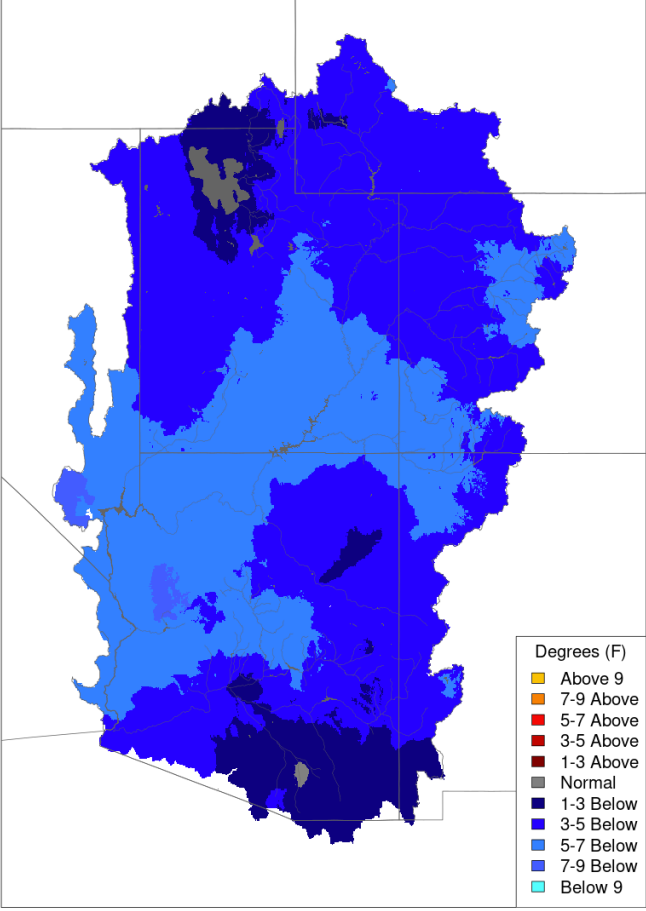
Averaged by Basin



Prepared by NOAA, Colorado Basin River Forecast Center
Salt Lake City, Utah, www.cbrfc.noaa.gov

Max Temp - Monthly Deviation - June 2023

Averaged by Basin



Prepared by NOAA, Colorado Basin River Forecast Center
Salt Lake City, Utah, www.cbrfc.noaa.gov

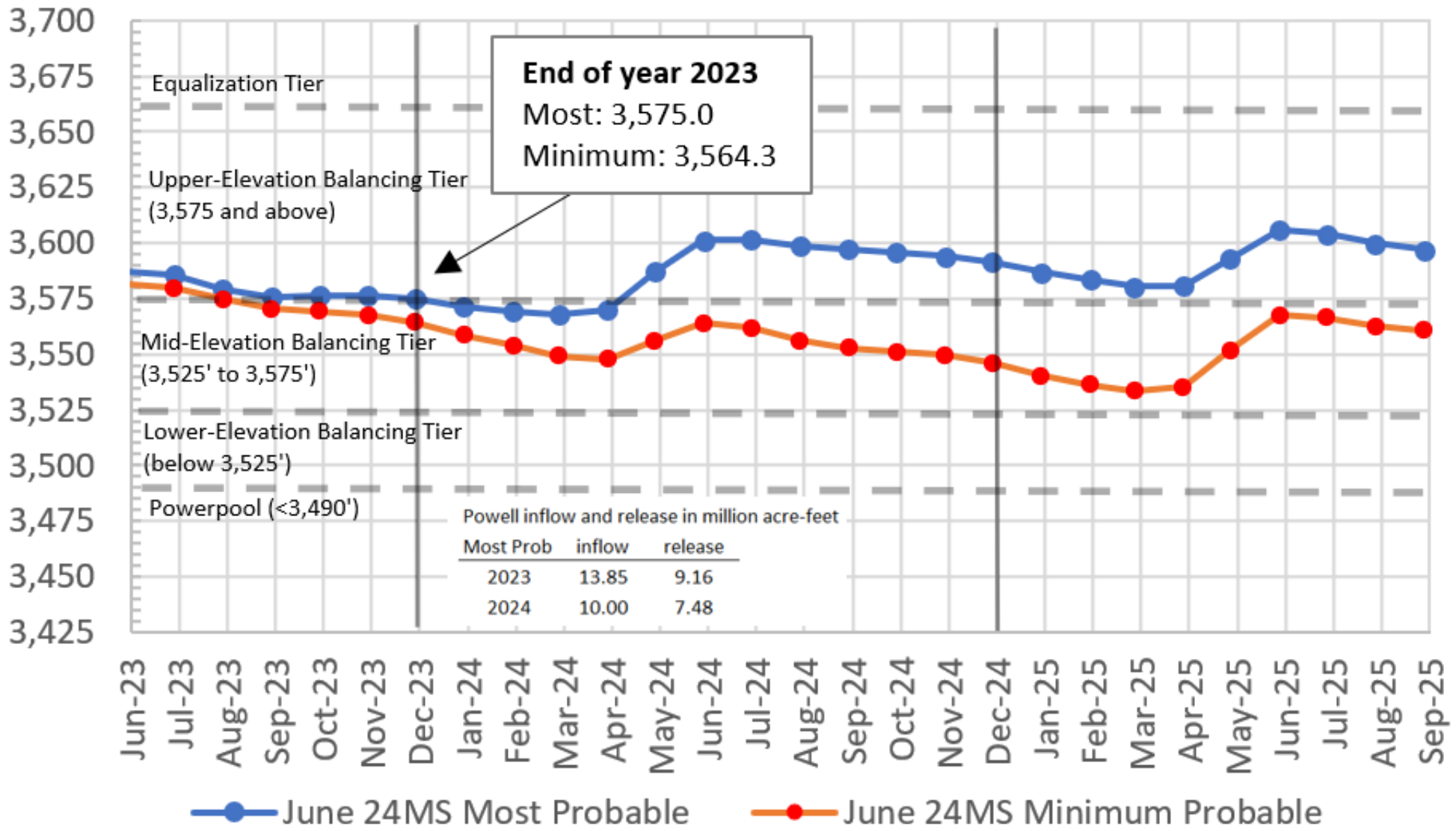
Lake Powell %Average Precipitation Water Year 2023

Area	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Water Year
UC-Powell	84	82	152	170	102	183	67	67	135	116



Lake Powell End-of-Month Elevations

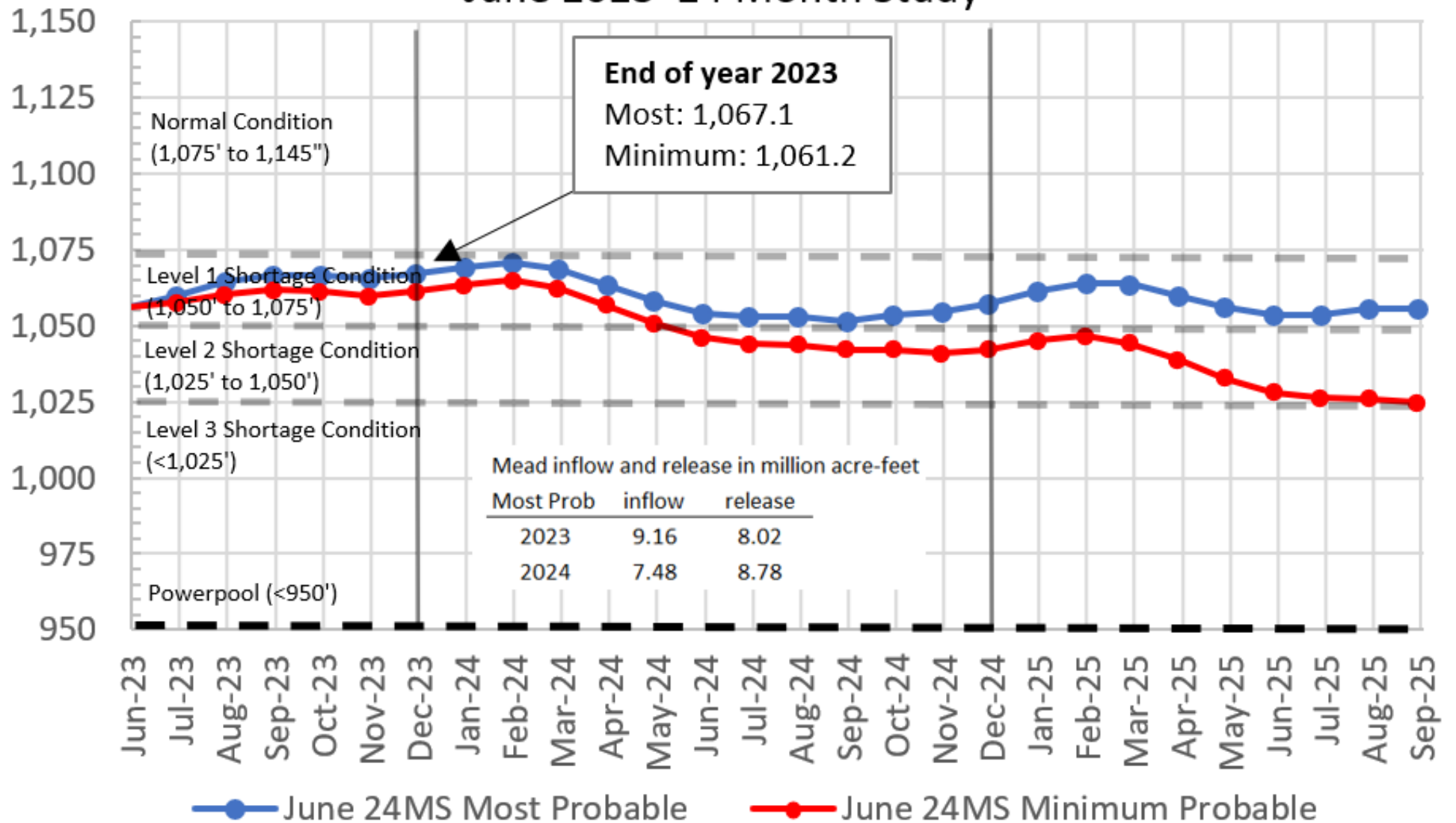
June 2023 24 Month Study





Lake Mead End-of-Month Elevations

June 2023 24 Month Study



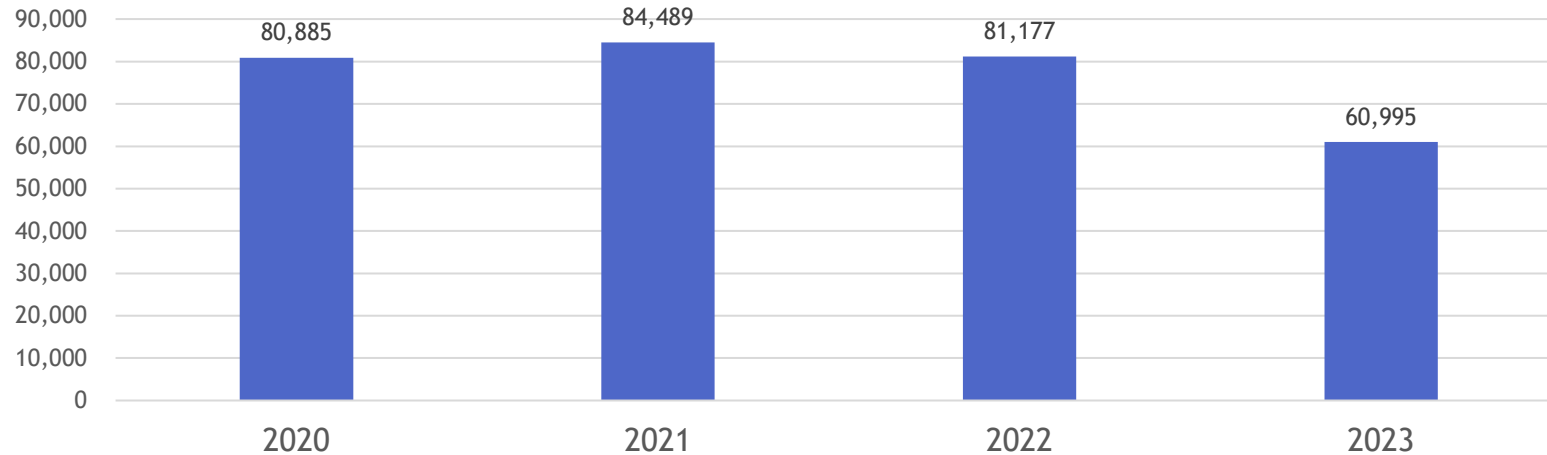
Water Use In Southern Nevada

2023 January - May Southern Nevada Water Use

Acre-Feet

Nevada Annual Allocation	300,000
2022 Drought Contingency Plan contribution	-8,000
Interim Guidelines Shortages	-17,000
Diversions	161,837
Return Flow Credits	100,842
Consumptive Use	60,995 (-25% compared to last year)

Southern Nevada Consumptive Use (January -May)





Negotiations and Updates

Supplemental Environmental Impact Statement for 2007 Guidelines

Reclamation suspended the comment period for the Draft Environmental Impact Statement on May 22, 2023, to consider and analyze a new Lower Basin Proposed Action Alternative (LB Plan) submitted to Reclamation on that same day.

Reclamation has indicated it will release a new draft SEIS in the fall. At this time, it is unclear whether it will include Reclamation's original 3 alternatives with updated hydrology along with the Lower Basin Proposed Action Alternative. Discussions are ongoing.

With respect to planning for post 2026 operational guidelines, the Secretary of the Interior published on June 16, 2023, a Federal Register Notice for Reclamation to develop post 2026 reservoir operational guidelines and strategies for Lakes Powell and Mead. Comments on what the scope of those operational guidelines and strategies should be are due to Reclamation by August 15, 2023.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:00 p.m. on Monday, July 31, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Vice Chairwoman	Kara J. Kelley
Commissioner	Justin Jones
Commissioner	Marilyn Kirkpatrick

COMMISSIONERS PRESENT VIA TELECONFERENCE

Chairwoman	Puoy K. Premsrirut
Commissioner	Allen J. Puliz
Commissioner	Dan Stewart

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General	David W. Newton
Special Counsel, Attorney General	Michelle D. Briggs

COMMISSION STAFF IN ATTENDANCE

Executive Director	Eric Witkoski
Chief of Finance and Administration	Douglas N. Beatty
Assistant Director, Hydropower	Gail Bates
Assistant Director, Energy Information Systems	Kaleb Hall
Chief Accountant	Gail L. Benton
Natural Resource Specialist	Laura Dye
Hydropower Program Manager	Craig Pyper
Hydropower Engineer	Stevie Espinosa
Senior Energy Accountant	Stephanie Salleroli
System Coordinator	Chris Smith
Executive Assistant Manager	Gina L. Goodman
Office Manager	Noah Fischel
Administrative Assistant III	Saira Castillo

OTHERS PRESENT: REPRESENTING

Andersen & Beede
Basic Water Company
Basic Water Company
City of Henderson
Governor's Office
NV Energy
Precision Castparts
Schwartz Law, PLLC
Southern Nevada Water Authority
Southern Nevada Water Authority

Mark Weisenmiller
Lee Farris
Stephanne Zimmerman
Adrian Edwards
Sonia Joya
Michael Hulin
Stephen Tachouet
Samuel A. Schwartz
Annalise Porter
Brittany Cermak

DRAFT

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

JULY 31, 2023

INDEX

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:03 p.m., followed by the pledge of allegiance.

A. Conformance to Open Meeting Law.

Executive Director, Eric Witkoski confirmed that the meeting was posted in compliance with the Open Meeting Law.

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

Chairwoman Premsrirut asked if there were any comments from the public. There were none.

C. *For Possible Action: Consideration of and possible action to approve the proposed Assignment, Assumption, and Consent Agreement among the Colorado River Commission of Nevada (Commission), Basic Water Company, and Henderson WC LLC of existing hydropower contracts and related agreements between the Commission and Basic Water Company.*

Executive Director, Eric Witkoski and Special Counsel Attorney General Michelle Briggs presented and gave an update on the bankruptcy proceeding.

Special guests: Stephen Tachouet from Precision Castparts and Samuel Schwartz bankruptcy attorney for Basic Water Company.

Mr. Witkoski explained that there were some developments and whether that changes anything that we need to do going forward here. We are trying to preserve the meeting since we had it set up to see if we can work out an arrangement where we can still approve the assignment of the contracts conditionally.

As you know, Basic Water Company (Basic) for years provided water from Lake Mead to the industrial customers. With the lake levels falling last summer, as of July, they could no longer pump water.

The industries had reached a temporary agreement with the City of Henderson and Las Vegas Valley Water District for water and Basic filed for bankruptcy last September.

In that process, a bidder came forward, Precision Castparts to buy the assets. There is a proposed motion to approve the sale that was heard this morning. Mr. Witkoski turned it over to Ms. Briggs.

Ms. Briggs stated on behalf of the Commission that today's hearing was a motion to approve the sale. The court continued the hearing to Friday, August 4, 2023, which is a hard date for the sale to take place. If it is going to take place.

At the hearing three of the industries' attorneys expressed concerns over the sale itself. Not that they are opposed to the sale, but the agreements under which they are required to agree to receive water in the future.

Based on what they said today, we added a provision to the assignment that is up for approval today, and it is on page two. It is right under "Whereas Timet is a sole member of HWC." So where it starts, "whereas the producing companies, as defined in the Section 5 water delivery contract, as amended, have designated HWC as a successor to the BWC, pursuant to Section 3F of the Section 5 water delivery contract."

The Section 5 contract is the federal contract under which the industries have the right to receive water. Basic is the delivery entity. The entitlement holders are the producing companies. They would, under the Section 5 contract, section 3F, they can appoint a successor to Basic's obligation to deliver water.

The producing companies are allowed to appoint a successor to Basic. We wanted to make sure that it was clear that is required by the Section 5 contract. We wanted to make sure that is clear in the assignment that if Henderson WC LLC becomes a successor to Basic under the Section 5 contract, then the hydropower contracts can be approved on the conditions provided in this agreement.

Vice Chairwoman Kelley commented to Ms. Briggs, for clarification. The remedy for one of our hydropower customers going out of business, what she understands Ms. Briggs is saying is contractually from the Commission's perspective, they are allowed, or they have a provision in those contracts to assign their resource that they have been allocated to another company. She stated she is aware of that.

We have an obligation to use our hydropower to serve and provide less expensive hydropower, to municipalities and other people. Basic is assigning its resource that we allocated originally to them, does that company have to meet other than the obligations of what that power was originally contracted for, is that enough to ensure that we are doing our due diligence as a commission in this assignment of the water.

Ms. Briggs responded, yes, we are assigning the hydropower that would be used to deliver water to the producing companies. The agreement itself requires that this new entity assume all the seven contracts listed in the assignment, they have to assume and accept responsibility for those contracts, they also have to put up collateral.

This is a new LLC that was just formed a few weeks ago. As part of this agreement as well, they are not currently operating, so they are not delivering water to the producing companies, so there will be excess power and that is going to be laid off until they let us know they will be delivering water to the industries, and they must give us 30 days' notice prior. They also must provide a forecast. Assuming everything else works out in the bankruptcy, those would be the requirements.

The Commission is limited as to who it can transfer to, which is also detailed in the recitals.

Vice Chairwoman Kelley added just for further clarification if there were any other considerations that were required of the commission as it relates to the evaluation of this item before us if Ms. Briggs would be advising us of that.

Ms. Briggs responded that a copy was provided in the materials, including the operating agreement and the articles for this entity.

Vice Chairwoman Kelley asked Mr. Witkoski if anybody in the history has had this situation happen in recent memory where we have had a customer declared bankruptcy. Vice Chairwoman Kelley feels that she does not know what she does not know and is not trying to make it difficult to the applicants who are here and interested, and to not misinterpret her questions as she is just trying to make sure this seems like a relatively recent experience.

Mr. Witkoski stated one of the companies at BMI during the western energy crisis, found bankruptcy was a better option than pay for the high price contracts. It was a little different situation than we have today.

Mr. Samuel Schwartz representing Basic Water Company and Basic Water Company SPE, the two companies that are in Chapter 11 reorganization, stated counsel was correct they did have a continued sale hearing this morning.

As way of background, Basic did deliver water from Lake Mead to what are called the producing companies for industries that are in Henderson. Due to the falling lake levels, Basic Water intake, was above water. Because of the inability to get water from the lake, Basic entered into an agreement with the City of Henderson to have water delivered from the City of Henderson through its system that is now for sale to those producing companies, in connection with the contract the counsel was talking about, which we call it the 1969 contract.

This is the contract that allows Basic to receive water from the federal government. Basic is only a delivery company, it does not own any of the water. It gets the industries, what we call them, the producing companies, we also refer to them as the industries. It receives water for them, delivers it to those parties.

In connection with the sale of those assets, there are limits. In particular, there are land patents from the Bureau of Land Management that run with the property that we own that require it to be used for the delivery of water. Or if the property is not used for the delivery of water, it reverts back to the BLM. That is important to reference because in the contract we are talking about, there are only certain parties that are proscribed as prospective buyers of the system that we used to deliver water and the land. Included in that are the producing companies. They can each buy it at the end of the day and not breach those land patents and not run into issues with the reversion of the land.

As we sit here, there was a condition that was raised, the reason I wanted to stand up and speak, there was a condition that was raised between this morning's hearing where Judge Nakagawa, who is the presiding judge, continued the hearing this morning to give a ruling on Friday about the sale.

The only issue with respect to the sale itself is that where the prospective buyers of the company by name of Timet and HWC is its wholly owned subsidiary where it is going to hold the assets. It is a producing company. It is specifically authorized to own these assets. It has offered to sell water to the other three producing companies. They have not reached an agreement.

Mr. Schwartz understands the concern from the Colorado River Commission is that they would like consent from those other three producing companies prior to the agreement to allow the assignment and assumption of the hydropower contracts to the buyer. And the concern that as the seller we have in connection with that potential limitation is that if the contracts are not allowed to go forward to Timet, who is the 80% user, those hydropower contracts are necessary to allow water to be drawn from the lake. If those contracts do not go, they will never be the ability to draw water again from Lake Mead because there would not be sufficient power to do it.

That is what allows the whole system to run if in fact water levels were to come up and we were able to put the straws back down. That would be a Timet decision and a concern for the CRCNV.

Mr. Schwartz states he just here imploring this panel to take and at least authorize those contracts to go forward, subject to the outcome of the hearing and not only if all the industries agree because should there be a bifurcation of those contracts at the closing, then it could lead to a position where parties are only able to get water from the City of Henderson and to draw the distinction there, the water they get from the City of Henderson is potable, it is much more expensive, than the raw water industries were getting from Lake Mead.

We just want to keep that structure in place, that apparatus in place so that again the 80% user would have the ability to get power from the lake if need be. If they do not put the straw back in the lake, then certainly the power is going to other places as counsel highlighted. Mr. Schwartz stated that is the part he would implore the panel to consider is not make up or create a binary decision with respect to the sale because it may create some problems for us in connection with closing and that is all he is trying to avoid. Subject to any questions the panel may have, those are the comments he wanted to mention.

Commissioner Kirkpatrick commented that it seems to her that we need some stability on what happens with all of that water and the power going forward. We want to be part of that conversation because we have been part of it, we got thrown into it. Commissioner Kirkpatrick asked how it works in the court situation. She is trying to understand his argument.

Ms. Briggs on behalf of the Commission responded, she believes Mr. Schwartz does not like the addition to the assignment that was made today based on what the producing companies said in court today.

Not sure if all the commissioners were aware of the change in the proposed agreement. Ms. Briggs indicated on page two, the, whereas the producing companies as defined in this section five water contract as amended have designated HWC as a successor to BWC pursuant to section three F of the section five water contract.

Mr. Schwartz informed her today, that he would rather not include as a condition to the assignment. This is just a provision in the section five contract. The producing companies need to agree on who is going to deliver water to them. Ms. Briggs believes it needs to be in here. All the contracts are assumed by the buyer, hence why we are not objecting to the sale currently. If that changes, then our position changes. Ms. Briggs is uncertain as to why we would not require the section five contract to be complied with to transfer

the power. The power is tied to the delivery of the water to all the industries, not just Timet.

Chairwoman Premsrirut commented that, it is also her understanding that the debtor counsel attorney Schwartz is seeking to have the Commission remove the new condition proceeded into our approval and asked Mr. Schwartz if that is accurate.

Mr. Schwartz responded, yes, the condition that just came up today, it is believed to be unnecessary, given that the buyer of the system is the 80% user of the water that is being talked about and if it were to go put the straw back in the lake, would need the power to do so.

Vice Chairwoman Kelley stated that she has sympathy with the HWC wanting to have the flexibility to assuming based on the counsel's statement that Timet is 80% from a business perspective.

Ms. Briggs responded that the section five contract is for the benefit of all the producing companies, and they are the entitlement holders. They have the right to get the water from the lake. They have the contract with the department of the interior to get that water. So, the company that they agree to use to get water delivered to them is who they agree to use. If Precision Castparts and their assignee Henderson WC take on the section five contract, then they are taking on the obligation to provide water to the producing companies, not just themselves.

Taking that section out as a condition to this assignment, Ms. Briggs believes it sounds like they think they could just not deliver water to the other industries. Ms. Briggs did not realize that was a position they would ever take because it is an obligation and if you are assuming contracts, you are taking all the obligations of those contracts.

Commissioner Kirkpatrick stated that it is troubling to her, that if we do not make sure that it is very clear that you are responsible for everybody, people may in today's environment sell off components of it, like will you do this and then we are here again in five years and had no idea on how did this work or somebody is calling because they did not get what was the expected.

Mr. Schwartz addressed some of Commissioner Kirkpatrick's points. There is a distinction here we have to draw out. There is at the top, the 1969 contract, which allows for the delivery of water to the four producing companies, the industries, which have their own contracts. If we are really talking about the contracts, there are five contracts, four of which are the rights of the producing companies to get water. It is not just one contract. In the bankruptcy case, what we are doing is, we are reorganizing, but after we sell our assets, we are selling the water system and the land to the 80% user who will then essentially step in and deliver its own water to itself because we are getting out of the business.

It was very clear from the hearing today, there are subsequent new contracts that Timet is offering to the other industries to get water, that is what they are squabbling about.

At the end of the day, though, if you are looking for stability, keeping that suite of contracts inside the industries, meaning allowing the 1969 contract is going to go to Timet under the bankruptcy code as it is.

The other producing companies, water contracts, those other contracts, either they are going to work out the delivery of water amongst themselves, or those contracts are going to be rejected under the bankruptcy code. They are going to go away.

Mr. Schwartz believes that much is uncertain as far as the bankruptcy is concerned. With that, if you are looking for certainty, then you would keep, he believes, the entirety of the power contracts and the water delivery contract. All that would stay within the producing companies, and that is what we are proposing to do and that is the optionality he is talking about.

If you want to keep the prices in line and you want to keep everything to the purpose it was intended. Mr. Schwartz disagrees with Ms. Briggs, there is not a requirement under the 1969 contract that the holder of that contract delivered water to those other parties. There is a requirement that water is delivered to those parties in accordance with their follow up contracts. That is where the fight is occurring.

Mr. Schwartz believes the other part we should be careful about is that, again, we are talking about the 80% user, and it is the 20% users of the water, the tail, if you will, wagging the dog. He wants to be careful about that, too, that if you want stability, keeping all those contracts together allows for ultimately the intake system and that 80-year-old structure that has been in place and it operated just fine until the water levels at Lake Mead dropped, would allow that to come back in place as it is now with the power contracts, which, by the way, the power is being sold to and used at other places right now because that intake is an operating, leaving it in one place would allow it to all go forward again in the future, I think, in the most efficient and effective way.

Commissioner Kirkpatrick stated there was an assumption on how things would work, and she does not want to get in the middle of companies negotiating against each other.

Vice Chairwoman Kelley asked Ms. Briggs what happens if the four industries and Henderson Water Company do not come to an agreement.

Ms. Briggs responded that she does not know what they would do at that point. At this point in the bankruptcy, the debtor is asking to sell all of its assets and all of the contracts to Precision Castparts. We are operating under the assumption that everything is going, and we have taken the position that we do not oppose that based on everything going. Now it sounds like everything is not going to Precision and then they may not even deliver water to the other industries.

Vice Chairwoman Kelley feels sympathy for the business side of it. She is also trying to figure out the what if's, what if there is not an agreement by Precision Castparts with the four industries, whether it affects the sale.

Ms. Briggs responded we don't know how it is going to play out, because she does not know what the court is going to decide on Friday. The court was not inclined to grant their motion today. But if the debtor is going to reject contracts, then we have to reassess our position. Until that happens, right now, what is before you is an assignment based on everything going to Precision Castparts and there is agreement with the industries. That is what the section five contracts says, so we are just asking that they comply with the contracts as they exist. We did not negotiate the section five contract. The terms are what they are. So, if they decide to reject the contracts, then we have to reassess what our position is and then we see what happens in the bankruptcy.

Chairwoman Premsrirut commented to Ms. Briggs that it is also her understanding based on listening to debtors' counsel that there is a fundamental disagreement with what the obligations are for the assignment. Until we clarify that, while it was everyone's intention to at least have some form of approval to put the chapter 11 process in the best light by this Friday.

Chairwoman Premsrirut does not know necessarily if we are even on the same page with the underlying documents, even prior to the amendment that was submitted today and is not certain if she grasped the overall disagreement but believes that we have definitely some ambiguities. While we do not take a position with what is going on with the bankruptcy court in chapter 11, we certainly do have an obligation to ensure that the Colorado River Commission and our obligations are fulfilled and that the folks that we do business with are also protected in this process. It sounds like we are being asked to sort of expedite and not look at those conditions, obligations closely, which she feels we still need to do. Chairwoman Premsrirut stated, those are just her comments, which really have evolved from what she heard today and asked if anyone else has any other questions or comments and that she would like to hear from Mr. Witkoski if he has any additional thoughts in relation to what is on our agenda today, given the understanding or the disagreement pertaining to the section five obligations.

Mr. Witkoski stated that he is trying to sort out if there is something we can do and when given how things have played out. The question arising for counsel is if we can continue this meeting.

Ms. Briggs commented that she believes if we were going to continue it would have to be after the court rules on Friday, August 4, 2023.

Commissioner Kirkpatrick asked if we could call in an emergency closed door meeting in our potential litigation and then we could at least give you some direction to go forward because she feels nervous if we have nothing on the record. Commissioner Kirkpatrick understands that everybody would like three days but suggested to at least have a closed-door session because of the nature of this potential litigation.

Commissioner Stewart commented that if he understood correctly, if we approve at this time, we are going to be kind of caught in the middle of a cat fight, therefore he agrees with Commissioner Kirkpatrick to kind of back off and let the other parties figure out what they want to do before we get in the middle of it. That is his assessment given that he did not really understand everything.

Chairwoman Premsrirut responded, to the extent that the bankruptcy process is not played out and there is no confirmed or approved purchase and sale between BWC and precision with everything ironed out, she would agree with that assessment.

Commissioner Stewart commented that he is the last one that ever wants to hold up business from moving forward and does not see how we can at this point. He believes our hands are tied until those various issues are worked out between the producing company and HWC.

Chairwoman Premsrirut responded she would tend to agree but would also add that we want to affirm that those obligations and things being assumed are being fulfilled. So, we need to make sure that we have a mirror image of what those are before we can approve.

Commissioner Kirkpatrick stated she does not want to belabor but at the same time we do not want to get caught up in the middle.

Mr. Witkoski responded maybe what we should do is wait and see what the bankruptcy court does on Friday, August 4, 2023. If assignments need to be made, which there will be if it is approved, then we will take that matter up at in reasonable time.

Ms. Briggs responded, yes you do not have to approve this today. You can approve it after the bankruptcy court decides what to do with their motion and what the debtor decides to accept or reject in their bankruptcy.

Commissioner Kirkpatrick asked Ms. Briggs if she would be sending a letter and if they asked for our opinion. If so, did we send a letter saying that we would support it as long as the assumption is this or this. Commissioner Kirkpatrick asked if that direction from the board is needed.

Ms. Briggs responded, yes, we did file a response to their motion to sell. The commission has to approve any transfers of the power contracts, that is statutory. Then they were assuming all of the contracts, but now it sounds like they will not be assuming all the contracts, so it changes our position. We have outside bankruptcy counsel that we would consult to figure out what to do with that.

Chairwoman Premsrirut commented that she will just put on the record that when this topic was brought up at the last meeting, it was her understanding that if we approve this, we would be made whole. She would appreciate some additional time, not only to see what the bankruptcy court or how the bankruptcy court rules, but also to follow up on some of these issues internally. From what it sounds like, that is the consensus among the commission, but is willing to hear otherwise.

Chairwoman Premsrirut asked Mr. Witkoski and Ms. Briggs at this time how should we table this, continue or choose some other closed session or attorney session type of meeting, and is open to suggestions on how to keep this issue alive, but is asking for time to conduct their due diligence and obtain additional data points.

Mr. Witkoski stated that for the record, what he believes is we are going to do is just wait until Friday, August 4, 2023 and see what happens in the bankruptcy court, see if the parties can work out whatever differences they have, then if it is accepted, there needs to be an assignee of the contracts, we will bring it back to the commission, duly noticed and go from there. Mr. Witkoski thanked the commission for the feedback, apologized for the tight schedule, and added that the guidance was helpful.

Chairwoman Premsrirut thanked Mr. Witkoski and attorney Schwartz for attending and explaining debtor's position and to express that we are committed to at least seeing this through and doing what is obviously the best for the Commission, the various parties and wait until Friday.

Commissioner Kirkpatrick asked for some clarification and stated, if we take no action today, as opposed to continue it to our next meeting, we will not have to re-notice if we continue. That is what is done at the county, we do not re-notice public meetings as long as we give it to a date certain. Commissioner Kirkpatrick is wondering why we would not want to do that, so the process is not started all over.

Mr. Witkoski responded that he believes if we are going to continue, we do have to pick a day. We were not planning one for the month of August 8th, that would have been the next regular meeting but that would be a little quick.

Mr. Schwartz, commented for the previous time and the continued time, Judge Nakagawa did indicate that he would be giving an oral ruling on Friday with respect to the sale. There is a nuance, we have a bankruptcy issue. We have a termination event under our right to use what is called our cash collateral with our lender, that occurs on Friday. If we do not pay our lender off on Friday, which the sale would allow us to do, we have a host of other issues inside the bankruptcy.

Mr. Schwartz believes he will have quite clear direction from Judge Nakagawa on Friday. Sixty days later, certainly, if he approves the sale, they will be closed. They will have a disconnect then between the closing to the buyer. Mr. Schwartz explained to Commissioner Kelley, for better understanding, the buyer is one of the producing companies of the 80% users. If that sale is approved, they will only be in negotiation with the other three companies.

Certainly, one company will keep the water, so Mr. Schwartz believes 60 days just would be certainly far out. If the commission is meeting on the eighth Mr. Schwartz believes we will know their answers about what the bankruptcy court authorized us to do on the eighth, if that were convenient, but if it is not, 60 days might be pretty far apart in terms of the closing and what may have occurred with the power contract.

Mr. Witkoski responded that it sounds like we should continue to August 8, 2023, at 1:30 pm and then we can see what happens. We continue this, so we have met the notice and we will see what we can do.

Commissioner Kirkpatrick responded that she is fine with that date and was just trying to avoid starting over but at the end of the day, if we don't know anything on the eighth, then we could need to start over. In all fairness to our Staff now, they are going to have to spend the weekend getting up to speed on what is going on. Mr. Schwartz believes their point was that it is a little fast turnaround for them, but believes they are willing to do it to compromise.

Commissioner Stewart motioned to continue the Consideration of and possible action to approve the proposed Assignment, Assumption, and Consent Agreement among the Colorado River Commission of Nevada (Commission), Basic Water Company, and Henderson WC LLC of existing hydropower contracts and related agreements between the Commission and Basic Water Company to August 8, 2023 at 1:30 pm. The motion was seconded by Commissioner Kirkpatrick and approved by unanimous vote.

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

Chairwoman Premsrirut asked if there were any comments from any member of the public present in the Chamber or any member of the public participating remotely that wish to address the Commission. There were none.

E. Comments and questions from the Commission members.

Chairwoman Premsrirut asked if there were any comments or questions from any Commission members. There were none.

F. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, August 8, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

G. Adjournment.

The meeting was adjourned at 1:55 p.m.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: For Possible Action: Consideration of and possible action to approve contract CRCBF-10 between successful bidder, Peak Substation Services, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2394 for Boulder Flats Solar Interconnection Project Transmission Line Steel.
RELATED TO AGENDA ITEM: Agenda Item D-G.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve solicitation 69CRC-S2394 to Boulder Flats Solar Interconnection Project for Transmission Line Steel and authorize the Executive Director to sign it on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members. SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flats Solar Project.

The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded for respective parts.

B. Background of Bid/Procurement

On June 2, 2023, four bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. Bid solicitations 69CRC-S2394 through 69CRC-S2397. The bid solicitations were sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 2:00 p.m. on July 28, 2023. The evaluation period took place from August 3, 2023, through August 17, 2023. There were two competing vendors for this solicitation. PEAK Substation Services was the lowest qualified bidder between the two qualified bids.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Transmission Line Steel as specified. This contract is an enabling type of contract that allows the Commission’s Power Delivery Group to receive a quotation each time a purchase is to be made. The Equipment will be purchased by the CRCNV pursuant to NRS 538.161 (2), the CRCNV’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

Staff recommends the Commission approve the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAK SUBSTATION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>801 1ST AVE NORTH</u>	Website: <u>www.peaksubstation.com</u>
City, State and Zip Code: <u>BIRMINGHAM, AL 35203</u>	POC Name and Email: <u>Jason Harms jharms@peaksubstation.com</u>
Telephone Number: <u>877-324-0909 x1</u>	Fax Number: <u>205-324-0955</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<u>LARRY BLUNT</u>	<u>PRESIDENT</u>	<u>78%</u>
<u>JASON HARMS</u>	<u>SALES MANAGER</u>	<u>10%</u>
<u>WILLIAM DAVIS</u>	<u>ESTIMATOR</u>	<u>10%</u>

This section is not required for publicly-traded corporations.

1. 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.)

2. 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></u> Signature	<u>JASON HARMS</u> Print Name
<u>SALES MANAGER</u> Title	<u>8-30-23</u> Date

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

“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)



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-10
Transmission Line Steel**

Contract Documents and Specifications

For Award
September 12, 2023

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-10
Transmission Line Steel**

Contract Documents and Specifications

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**SECTION 100
REQUEST FOR BIDS**

1. Notice.

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

Sealed Bids made in accordance with the Bid Form, will be received by the Colorado River Commission of Nevada (Owner) at the desk of the Owner's receptionist, 555 East Washington Avenue, Suite 3100, Las Vegas, Nevada 89101 until 2:00 p.m., local time, July 28, 2023.

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

2. Equipment.

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

230kV Transmission Line Steel Structures. The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-900 of this Contract.

3. Questions Regarding Request for Bid.

Questions concerning this Request for Bid 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: breese@crc.nv.gov

4. Pricing and Security.

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

5. Multiple Awards.

Owner may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: June 2, 2023

By:



Robert D. Reese

Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE:

7/28/2023

**SECTION 200
BID INSTRUCTIONS**

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

Bids must be submitted at the time indicated in Section 100, Request for Bid, or at the modified time indicated by Addendum. Bidders must submit one original and one identical copy in a sealed envelope.

The bid envelope must be marked with the name and address of the Bidder.

The bid may be hand delivered or sent through the mail or other delivery system. Bids must be submitted to:

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

**SECTION 300
BID FORM**

1. Project Identification:

Boulder Flats Solar Interconnection Project
Contract No. CRCBF-10
Transmission Line Steel

2. This Bid is Submitted By:

Name: Peak Substation Service, LLC.
Address: 801 1st Ave North
Birmingham, AL 35203-3007

3. This Bid is Submitted To:

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

4. Bid Terms and Conditions.

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. <u>69CRC-VQ14130</u>	Dated <u>7/25/2023</u>
No. <u>n/a</u>	Dated <u>n/a</u>
No. <u>n/a</u>	Dated <u>n/a</u>

4.3.2. Bidder has become familiar with and satisfied itself as to the general, local,

and site conditions that may affect cost, progress, performance, and furnishing of the Equipment.

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

5. Bid Price.

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

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

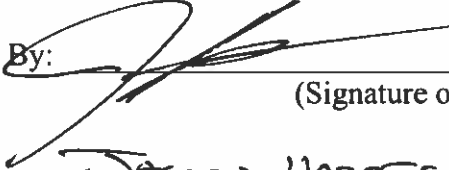
Unit prices must include labor, equipment, tools, vehicles, materials, supplies, permits, markups, supervision and all related costs.

6. Delivery Schedule.

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

SIGNATURE OF BIDDER

By: PEAK SUBSTATION SERVICES, LLC
(Corporation Name)

By: 
(Signature of Authorized Person)

JASON HARRIS SALES MANAGER
(Printed Name and Title)

Business Address:

801 1ST AVE NORTH
BIRMINGHAM, AL 35203

Phone

Fax No.

No.

877-324-0909 x1

877-324-0955

Email:

jharris@peaksubstation.com

This Bid is Submitted On: July 25, 2023.

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	230kV Steel Structures, including Double Circuit Tangents, Deadends, H-Frames, & Foundation Steel, per Section 1100, f.o.b. Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, Nevada 89015.	LS	\$4,220,895.00	1	4,220,895.00	STRUCTURAL & STEEL FABRICATION	20 wks ARO
CONTRACT PRICE		\$4,220,895.00						

*Notice-to-Proceed.

**SECTION 310
BID ADDENDUM**

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

SECTION 320
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 400
CONTRACT NO. CRCBF-10
Boulder Flats Solar Interconnection Project

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the “Owner” or “Commission,” and Peak Substation Services, LLC hereinafter referred to as the “Contractor.” The Owner and the Contractor are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	230kV Steel Structures, including Double Circuit Tangents, Deadends, H-Frames, & Foundation Steel, per Section 1100, f.o.b. Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, NV 89015.

2. Definitions

2.1 “Acceptance” or “Final Acceptance” means the formal action by the Owner accepting the Equipment, or any portion thereof, as complete and satisfactory, subject to Contractor’s warranties.

2.2 “Acceptance Testing” means any testing required by the Owner prior to, and as a prerequisite of, Owner’s Acceptance.

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

2.4 “Change Order” means the Owner’s signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 “Contract Documents” means the documents contained in this conformed and bound volume, including Section 100, Request for Bids; Section 200, Bid Instructions; Section 300, Bid Form; Section 320, Bid Addendum; Section 340, Bid Clarification; Section 400, Contract No.

CRCBF-10, Transmission Line Steel; Section 500, Performance Bond; and the Specifications contained in Sections 600 through section 1100. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the Owner, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the Owner prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

2.11 "Project" means the Boulder Flats Solar Interconnection Project.

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

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

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

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

3. Owner's Representative

3.1 The Owner's Representative is Mr. Eric Witkoski, Executive Director of the Commission. The Owner's Representative is generally authorized to act fully on behalf of the Owner. The Owner's Representative has complete authority to transmit instructions, receive

information, interpret and define the Owner's policies and decisions with respect to the materials, equipment, elements and systems required under these Contract Documents.

3.2 The address of the Owner's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

7.1 **Progress Payments.** The Contractor shall submit an application for payment to the Owner for the amount of ninety percent (90%) of the Equipment's value, upon shipment of the Equipment.

7.2 **Procedure for Progress Payments.** Owner shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.

7.3 **Application for Final Payment.** The Contractor shall submit an application for final payment upon completion and Final Acceptance by the Owner of the Contractor's delivery of all Equipment. (See Section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that

the Owner may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

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

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

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

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

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

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

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

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like", "equivalent" and "or equal" items may be substituted only if, in the Owner's sole discretion, although not qualifying as an "or equal" item, is an item essentially equivalent to that named and a substitute therefore. Proposals to substitute like or equivalent items of material or equipment will not be

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

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

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

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

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

10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations or orders of any public authority

having jurisdiction over the Equipment, wherever it may be or become located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the Owner with any certificate of inspection, testing or approval resulting there from.

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

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

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

10.6 If the Owner determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the Owner's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, Owner may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the Owner's written order. The Contractor is responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The Owner, at Owner's expense, will arrange to have the Owner's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

10.7 Nothing in this article concerning the correction or replacement of defective Equipment establishes any period of limitation with respect to any claim by the Owner against the Contractor for performance or damages arising out of the Contractor's obligation to perform this Contract.

11. Data, Reports And Drawings

11.1 All data, reports, drawings and specifications provided to the Contractor by the Owner pursuant to this Contract or the Owner's Request for Bids remains the property of the Owner and must be delivered to the Owner upon completion of performance of this Contract. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the Owner. Such documents are not intended or represented by Owner to be suitable for reuse by the Owner or others, either for extension of the Project or for other projects. Any reuse of

such documents by the Contractor without the prior written consent of the Owner is at the Contractor's risk and the Contractor shall hold the Owner harmless with respect to any liability arising out of such reuse.

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

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

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

12. Liquidated Damages

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

Bid Item	Description	Liquidated Damages, Per Day
401	230kV Steel Structures, including Double Circuit Tangents, Deadends, H-Frames & Foundation Steel, per Section 1000	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed a Contractor must not exceed the Contract Price. The Owner is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

13. Insurance, Bonds and Indemnification

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

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

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

13.4 Indemnification; Limited Liability.

13.4.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the Owner, the owner(s) of all property where this Contract will be performed, the water users of the Southern Nevada Water System, i.e., Las Vegas Valley Water District, City of Boulder City, City of North Las Vegas, City of Henderson, and Nellis Air Force Base, and each of their directors, officers, employees, and agents; not excluding the Owner's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the Owner, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the Owner nor is the Owner liable to the Contractor

or any others in the event the Contractor’s insurance, as accepted by the Owner, fails to meet the full requirements herein.

13.4.2 The Owner, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties is not subject to punitive damages. Liquidated damages do not apply unless otherwise specifically provided in the Contract Documents. Damages for any Owner breach must never exceed the amount of funds appropriated or authorized for payment under this Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach must not exceed 150 percent of the contract maximum “not to exceed” value. Contractor’s tort liability is not limited.

13.5 **Amount of Insurance.** The minimum amount of insurance required to be carried by the Contractor and each subcontractor is as follows:

Coverage	Limits of Liability
General Liability	\$1,000,000 per occurrence
Automobile Liability	\$2,000,000 aggregate
Workers’ Compensation	\$1,000,000 per occurrence
Employers Liability	Statutory \$100,000 each person
Transportation	See subarticle 13.7

13.6 **Industrial Insurance.** This insurance shall protect Contractor and its representatives and agents against all claims under applicable state workers’ compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen’s and Harbor Workers’ Act and the Jones Act. The Contractor must also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers’ compensation law. This policy must include an “all states” or “other states” endorsement.

13.7 **Transportation Insurance.**

13.7.1 Transportation insurance must be of the “all risks” type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.

13.7.2 Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.

13.7.3 The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days' written notice must be given to the Owner before the policy is changed or canceled.

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

13.9 Additional Insureds. By endorsement (I.S.O. Form "B: CG2010" or its equivalent), the Owner and its officers and employees must be included as additional insureds under the Automobile Liability and Commercial General Liability insurance policies as to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may arise directly or indirectly out of or in connection with activities under this Contract. The Contractor's insurance must be primary with respect to the additional insureds. Insurance coverage maintained by the Owner must be in excess of the Contractor's insurance and be non-contributing.

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

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

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

13.13 Cost of Claims. The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.

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

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

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

13.17 Nevada Agent. The evidence of insurance coverage and all endorsements, if written by an agent outside the state of Nevada, must be countersigned by a Nevada resident agent.

14. Risk Of Delay

14.1 The Contractor shall accept the risk of any delays caused by the Owner. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the Owner for damages or contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay.

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

14.3 The Owner reserves the right to order the Contractor to delay shipment of Equipment in accordance with Performance Milestones. If such a delay is ordered by the Owner in writing, the Owner shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the Owner. Such costs may include reasonable storage costs, insurance and transportation to a reasonable storage facility.

15. Effect and Termination

15.1 This Contract shall become effective as of the date of its execution and shall remain in effect, unless terminated earlier by the Owner as provided for herein, until one year after the Owner's Final Acceptance of the Equipment and Final Payment of the Contractor.

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

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

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

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada, or upon the concurrence of the Parties, in accordance with and pursuant to the procedures of the Uniform Arbitration Act of 2000, NRS 38.206 through 38.248.

20. Waiver of Claims.

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

21. Notices.

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

Colorado River Commission of Nevada
c/o Executive Director
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101-1065

Peak Substation Services
c/o National Sales Manager
801 1st Ave North
Birmingham, AL 35203-3007

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

22. Submission of Claims.

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

23. Assignment of Contract.

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the Owner. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

24. Severability.

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

25. Survival.

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

26. Applicable Law; Venue.

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

27. Article Headings.

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract.

28. Waiver.

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

29. Entire Agreement; Contractor Certification.

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

30. Authority to Execute.

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

IN WITNESS WHEREOF, the Contractor and the Owner have executed three duplicate originals of this Contract this 30th day of AUGUST, 2023. The Owner will retain two counterparts and one counterpart will be delivered to the Contractor.

PEAK SUBSTATION SERVICES, LLC

By: JASON HARRIS

Its: SALES MANAGER

ATTEST

Willie Davis

COLORADO RIVER COMMISSION OF NEVADA

By: _____

Puoy K. Premsrirut
Chairwoman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

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

CONTRACT

Date: _____

Amount: \$ _____

Description: Contract No. CRCBF-10,
Boulder Flats Solar Interconnection Project

Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL (Seal below)

SURETY (Seal below)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Attest: _____

Attest: _____

Name and Title: _____

Name and Title: _____

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

4.4.2 Deny liability in whole or in part and notify the Owner citing the reasons therefore. If the Surety does not proceed as provided in subsection 4, with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner is entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in paragraph 4.4, and the Owner returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner is entitled to enforce any remedy available to the Owner.

5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner must not be greater than those of the Contractor under the Contract and the responsibilities of the Owner to the Surety must not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety is not liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

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

SECTION 600
SUMMARY OF THE WORK

1. Project Description.

1.1 The Colorado River Commission of Nevada (“Owner”) intends to build a new 230kV switchyard and ten mile long 230kV transmission line, located in Boulder City, Nevada.

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2025.

2. Work Under This Contract.

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

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

3. Delivery.

3.1 Bid Item 401 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, Nevada 89015.

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

Mr. Robert Reese
Colorado River Commission of Nevada
Telephone: (702) 856-3611
Cell Phone: (702) 682-6972
Email: breese@crc.nv.gov

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

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

4. Work by the Owner.

4.1 The Owner or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-10.

4.2 The Owner will test Equipment supplied under this Contract No. CRCBF-10, and shall perform energization and start up of the new facilities.

5. Work Schedule.

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

5.1.1 Work Schedule:

5.1.1.1 Compliance Submittals within forty-five (45) days after notice to proceed (see Sections 1000 and 1100 for requirements).

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

5.1.1.3 Delivery beginning on or after December 19, 2023, and ending on or before January 8, 2024.

5.1 The anticipated Final Acceptance Date for all Equipment is January 8, 2024.

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700 SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

1.6 The Owner 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 Owner. If permission to copy any such submittal for the purposes stated is unreasonably withheld from the Owner by the Contractor or any Subcontractor, manufacturer, or Supplier, the Contractor shall provide fifty (50) copies plus the number of copies required in the following subsection to be submitted for approval.

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedure Submittals.

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

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

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

SECTION 800 EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

**SECTION 900
MANUFACTURER'S FIELD SERVICE**

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the Owner in proper procedures.

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

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

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

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

SECTION 1000
33 71 16.23
STEEL STRUCTURES

**SECTION 1000A
CERTIFICATION SHEET**

SECTION 1100
Drawing List

<u>Drawing Number</u>	<u>Description</u>
BF-3000-01	230kV Double Circuit Tangent Loading and Framing
BF-3000-02	230kV Double Circuit Tangent Loading and Framing
BF-3001-01	230kV H-Frame Deadend Loading and Framing
BF-3001-02	230kV H-Frame Deadend Loading and Framing
BF-3002-01	230kV Deadend Loading and Framing
BF-3002-02	230kV Deadend Loading and Framing
BF-3003-01	230kV Double Circuit Tangent OPGW Deadend Loading and Framing
BF-3003-02	230kV Double Circuit Tangent OPGW Deadend Loading and Framing

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: For Possible Action: Consideration of and possible action to approve contract CRCBF-11 between successful bidder, Peak Substation Services, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2395/69CRC-S2451 for Boulder Flats Solar Interconnection Project for Hardware & Assemblies.
RELATED TO AGENDA ITEM: Agenda Item D-G.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve solicitation 69CRC-S2451 to Boulder Flats Solar Interconnection Project for Conductor and authorize the Executive Director to sign it on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members. SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flats Solar Project.

The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded for respective parts.

B. Background of Bid/Procurement

On June 2, 2023, four bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. Bid solicitations 69CRC-S2394 through 69CRC-S2397. Bid solicitation 69CRC-S2395 was reposted on August 3, 2023, after receiving no bids from vendors from the first solicitation request. The new solicitation number for 69CRC-S2395 for CRCBF-11 for Hardware & Assemblies is 69CRC-S2451. The bid solicitation was sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on August 31, 2023. The evaluation period was expedited to meet material delivery deadlines for this project and due to receiving a single bid. Peak Substation Services was the sole responding vendor for 69CRC-S2451.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Hardware and Assemblies as specified. This contract is an enabling type of contract that allows the Commission’s Power Delivery Group to receive a quotation each time a purchase is to be made. The equipment will be purchased by the Commission pursuant to NRS 538.161 (2), the Commission’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

Staff recommends the Commission approve the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAK SUBSTATION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>801 1ST AVE NORTH</u>	Website: <u>www.peaksubstation.com</u>
City, State and Zip Code: <u>BIRMINGHAM, AL 35203</u>	POC Name and Email: <u>Jason Harms jharms@peaksubstation.com</u>
Telephone Number: <u>877-324-0909 x1</u>	Fax Number: <u>205-324-0955</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<u>LARRY BLUNT</u>	<u>PRESIDENT</u>	<u>78%</u>
<u>JASON HARMS</u>	<u>SALES MANAGER</u>	<u>10%</u>
<u>WILLIAM DAVIS</u>	<u>ESTIMATOR</u>	<u>10%</u>

This section is not required for publicly-traded corporations.

1. 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.)

2. 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.

 Signature	<u>JASON HARMS</u> Print Name
<u>SALES MANAGER</u> Title	<u>8-30-23</u> Date

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

“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)



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-11
Hardware & Assemblies**

Contract Documents and Specifications

For Award
September 14, 2023

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-11
Hardware & Assemblies**

Contract Documents and Specifications

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**SECTION 100
REQUEST FOR BIDS**

1. Notice.

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

Sealed Bids made in accordance with the Bid Form, will be received by the Colorado River Commission of Nevada (Owner) at the desk of the Owner's receptionist, 555 East Washington Avenue, Suite 3100, Las Vegas, Nevada 89101 until 2:00 p.m., local time, July 28, 2023.

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

2. Equipment.

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

230kV Transmission Line Hardware, OPGW Hardware, Structure Grounding, and Vibration Dampening. The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-900 of this Contract.

3. Questions Regarding Request for Bid.

Questions concerning this Request for Bid 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: breese@crc.nv.gov

4. Pricing and Security.

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

5. Multiple Awards.

Owner may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: August 3, 2023

By:



Robert D. Reese
Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE:

August 31, 2023

**SECTION 200
BID INSTRUCTIONS**

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

Bids must be submitted at the time indicated in Section 100, Request for Bid, or at the modified time indicated by Addendum. Bidders must submit one original and one identical copy in a sealed envelope.

The bid envelope must be marked with the name and address of the Bidder.

The bid may be hand delivered or sent through the mail or other delivery system. Bids must be submitted to:

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

**SECTION 300
BID FORM**

1. Project Identification:

Boulder Flats Solar Interconnection Project
Contract No. CRCBF-11
Hardware & Assemblies

2. This Bid is Submitted By:

Name: Peak Substation Services, LLC
c/o Jason Harris
Address: 801 1st Ave North
Birmingham, AL 35203-3007

3. This Bid is Submitted To:

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

4. Bid Terms and Conditions.

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. 69CRC-VQ14177	Dated 8/10/2023
No. N/A	Dated N/A
No. N/A	Dated N/A

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

5. Bid Price.

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

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

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

Bid Item	Specification Sections	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000 1010	230kV Transmission Line Hardware, OPGW Hardware, Structure Grounding, and Vibration Dampening, including accessories, field service, and spare parts, per Section 1100, f.o.b. Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, Nevada 89015.	LS	\$1,722,479.00	1	\$1,722,479.00		20 weeks
CONTRACT PRICE		\$1,722,479.00						

*Notice-to-Proceed.

6. Delivery Schedule.

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

SIGNATURE OF BIDDER

By: Peak Substation Services, LLC

(Corporation Name)

By:  _____

(Signature of Authorized Person)

Jason Harris, National Sales Manager

(Printed Name and Title)

Business Address:

801 1st Ave North

Birmingham, AL 35203-3007

Phone 877-324-0909 x1

Fax: 205-324-0955

Email: jharris@peaksubstation.com

This Bid is Submitted On: August 10, 2023

**SECTION 310
BID ADDENDUM**

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

SECTION 320
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 400
CONTRACT NO. CRCBF-11
Boulder Flats Solar Interconnection Project

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the “Owner” or “Commission,” and Peak Substation Services, LLC, hereinafter referred to as the “Contractor.” The Owner and the Contractor are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	230kV Transmission Line Hardware, OPGW Hardware, Structure Grounding, and Vibration Dampening, including accessories, field service, and spare parts, per Sections 1000 & 1010.

2. Definitions

2.1 “Acceptance” or “Final Acceptance” means the formal action by the Owner accepting the Equipment, or any portion thereof, as complete and satisfactory, subject to Contractor’s warranties.

2.2 “Acceptance Testing” means any testing required by the Owner prior to, and as a prerequisite of, Owner’s Acceptance.

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

2.4 “Change Order” means the Owner’s signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 “Contract Documents” means the documents contained in this conformed and bound volume, including Section 100, Request for Bids; Section 200, Bid Instructions; Section 300, Bid Form; Section 310, Bid Addendum; Section 320, Bid Clarification; Section 400, Contract No.

CRCBF-11, Hardware & Assemblies; Section 500, Performance Bond; and the Specifications contained in Sections 600 through 1100. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the Owner, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the Owner prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

2.11 "Project" means the Boulder Flats Solar Interconnection Project.

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

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

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

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

3. Owner's Representative

3.1 The Owner's Representative is Mr. Eric Witkoski, Executive Director of the Commission. The Owner's Representative is generally authorized to act fully on behalf of the Owner. The Owner's Representative has complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to the materials, equipment, elements and systems required under these Contract Documents.

3.2 The address of the Owner's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

7.1 **Progress Payments.** The Contractor shall submit an application for payment to the Owner for the amount of ninety percent (90%) of the Equipment's value, upon shipment of the Equipment.

7.2 **Procedure for Progress Payments.** Owner shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.

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

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

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

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

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

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

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

9. “Like”, “Equivalent” And “Or Equal” Items

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. “Like”, “equivalent” and “or equal” items may be substituted only if, in the Owner’s sole discretion, although not qualifying as an “or equal” item, is an item essentially equivalent to that named and a substitute therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the Owner from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for evaluation thereof to the Owner, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor’s completion of performance of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the Owner for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish any additional data about the proposed substitute.

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

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

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

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

10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Equipment, wherever it may be or become located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the Owner with any certificate of inspection, testing or approval resulting there from.

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

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

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

10.6 If the Owner determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the Owner's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, Owner may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the Owner's written order. The Contractor is responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The Owner, at Owner's expense, will arrange to have the Owner's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

10.7 Nothing in this article concerning the correction or replacement of defective Equipment establishes any period of limitation with respect to any claim by the Owner against the Contractor for performance or damages arising out of the Contractor's obligation to perform this Contract.

11. Data, Reports And Drawings

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

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

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

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

12. Liquidated Damages

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

Bid Item	Description	Liquidated Damages, Per Day
401	230kV Transmission Line Hardware, OPGW Hardware, Structure Grounding, and Vibration Dampening, including accessories, and spare parts, per Sections 1000 & 1010.	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed a Contractor must not exceed the Contract Price. The Owner is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

13. Insurance, Bonds and Indemnification

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

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

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

13.4 Indemnification; Limited Liability.

13.4.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the Owner, the owner(s) of all property where this Contract will be performed, the water users of the Southern Nevada Water System, i.e., Las Vegas Valley Water District, City of Boulder City, City of North Las Vegas, City of Henderson, and Nellis Air Force Base, and each of their directors, officers, employees, and agents; not excluding the Owner's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of

death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the Owner, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the Owner nor is the Owner liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the Owner, fails to meet the full requirements herein.

13.4.2 The Owner, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties is not subject to punitive damages. Liquidated damages do not apply unless otherwise specifically provided in the Contract Documents. Damages for any Owner breach must never exceed the amount of funds appropriated or authorized for payment under this Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach must not exceed 150 percent of the contract maximum "not to exceed" value. Contractor's tort liability is not limited.

13.5 **Amount of Insurance.** The minimum amount of insurance required to be carried by the Contractor and each subcontractor is as follows:

Coverage	Limits of Liability
General Liability	\$1,000,000 per occurrence
Automobile Liability	\$2,000,000 aggregate
Workers' Compensation	\$1,000,000 per occurrence
Employers Liability	Statutory \$100,000 each person
Transportation	See subarticle 13.7

13.6 **Industrial Insurance.** This insurance shall protect Contractor and its representatives and agents against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. The Contractor must also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy must include an "all states" or "other states" endorsement.

13.7 **Transportation Insurance.**

13.7.1 Transportation insurance must be of the “all risks” type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.

13.7.2 Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.

13.7.3 The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days’ written notice must be given to the Owner before the policy is changed or canceled.

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

13.9 **Additional Insureds.** By endorsement (I.S.O. Form “B: CG2010” or its equivalent), the Owner and its officers and employees must be included as additional insureds under the Automobile Liability and Commercial General Liability insurance policies as to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may arise directly or indirectly out of or in connection with activities under this Contract. The Contractor’s insurance must be primary with respect to the additional insureds. Insurance coverage maintained by the Owner must be in excess of the Contractor’s insurance and be non-contributing.

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

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

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

13.13 **Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.

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

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

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

13.17 **Nevada Agent.** The evidence of insurance coverage and all endorsements, if written by an agent outside the state of Nevada, must be countersigned by a Nevada resident agent.

14. Risk Of Delay

14.1 The Contractor shall accept the risk of any delays caused by the Owner. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the Owner for damages or contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay.

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

14.3 The Owner reserves the right to order the Contractor to delay shipment of Equipment in accordance with Performance Milestones. If such a delay is ordered by the Owner in writing, the Owner shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the Owner. Such costs may include reasonable storage costs, insurance and transportation to a reasonable storage facility.

15. Effect and Termination

15.1 This Contract shall become effective as of the date of its execution and shall remain in effect, unless terminated earlier by the Owner as provided for herein, until one year after the Owner's Final Acceptance of the Equipment and Final Payment of the Contractor.

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

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

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

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada, or upon the concurrence of the Parties, in accordance with and pursuant to the procedures of the Uniform Arbitration Act of 2000, NRS 38.206 through 38.248.

20. Waiver of Claims.

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

21. Notices.

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

Colorado River Commission of Nevada
c/o Executive Director
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101-1065

Peak Substation Services, LLC
c/o National Sales Manager
801 1st Ave North
Birmingham, AL 35203

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

22. Submission of Claims.

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

23. Assignment of Contract.

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the Owner. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

24. Severability.

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

25. Survival.

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

26. Applicable Law; Venue.

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

27. Article Headings.

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract.

28. Waiver.

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

29. Entire Agreement; Contractor Certification.

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

30. Authority to Execute.

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

IN WITNESS WHEREOF, the Contractor and the Owner have executed three duplicate originals of this Contract this _____ day of _____, 2023. The Owner will retain two counterparts and one counterpart will be delivered to the Contractor.

PEAK SUBSTATION SERVICES, LLC

By: JASON HARRIS

Its: SALES MANAGER

ATTEST

Willis Davis

COLORADO RIVER COMMISSION OF NEVADA

By: _____

Puoy K. Premsrirut
Chairwoman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

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

CONTRACT

Date: _____

Amount: \$ _____

Description: Contract No. CRCBF-11,
Boulder Flats Solar Interconnection Project

Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL (Seal below)

SURETY (Seal below)

Company: _____

Company: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Attest: _____

Attest: _____

Name and Title: _____

Name and Title: _____

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

4.4.2 Deny liability in whole or in part and notify the Owner citing the reasons therefore. If the Surety does not proceed as provided in subsection 4, with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner is entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in paragraph 4.4, and the Owner returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner is entitled to enforce any remedy available to the Owner.

5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner must not be greater than those of the Contractor under the Contract and the responsibilities of the Owner to the Surety must not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety is not liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

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

SECTION 600
SUMMARY OF THE WORK

1. Project Description.

1.1 The Colorado River Commission of Nevada (“Owner”) intends to build a new 230kV switchyard and ten mile long 230kV transmission line, located in Boulder City, Nevada.

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2025.

2. Work Under This Contract.

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

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

3. Delivery.

3.1 Bid Item 401 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, Nevada 89015.

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

Mr. Robert Reese
Colorado River Commission of Nevada
Telephone: (702) 856-3611
Cell Phone: (702) 682-6972
Email: breese@crc.nv.gov

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

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

4. Work by the Owner.

4.1 The Owner or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-11.

4.2 The Owner will test Equipment supplied under this Contract No. CRCBF-11, and shall perform energization and start up of the new facilities.

5. Work Schedule.

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

5.1.1 Work Schedule:

5.1.1.1 Compliance Submittals within forty-five (45) days after notice to proceed (see Sections 1000 and 1100 for requirements).

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

5.1.1.3 Delivery beginning on or after December 19, 2023, and ending on or before January 8, 2024.

5.1 The anticipated Final Acceptance Date for all Equipment is January 8, 2024.

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700 SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

1.6 The Owner 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 Owner. If permission to copy any such submittal for the purposes stated is unreasonably withheld from the Owner by the Contractor or any Subcontractor, manufacturer, or Supplier, the Contractor shall provide fifty (50) copies plus the number of copies required in the following subsection to be submitted for approval.

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedure Submittals.

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

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

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

SECTION 800 EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

**SECTION 900
MANUFACTURER'S FIELD SERVICE**

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the Owner in proper procedures.

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

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

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

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

SECTION 1000
33 71 23
SUPPORT HARDWARE

SECTION 1010
33 71 25
NONCERAMIC INSULATORS

**SECTION 1010A
CERTIFICATION SHEET**

**SECTION 1100
DRAWING LIST**

<u>Drawing Number</u>	<u>Description</u>
BF-4000	230kV Hardware Details
BF-4001	OPGW Hardware Details
BF-4002	Grounding Details
BF-4003-01	Vibration Damper Details Shield Wire and Conductor
BF-4003-02	Vibration Damper Schedule Shield Wire and Conductor
BF-4004	Bill of Material and Structure Data Sheet

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: For Possible Action: Consideration of and possible action to approve contract CRCBF-12 between successful bidder, Codale Electric Supply, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2396 for Boulder Flats Solar Interconnection Project for Conductor.
RELATED TO AGENDA ITEM: Agenda Item D-G.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve solicitation 69CRC-S2396 to Boulder Flats Solar Interconnection Project for Conductor and authorize the Executive Director to sign it on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members. SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flats Solar Project.

The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded for respective parts.

B. Background of Bid/Procurement

On June 2, 2023, four bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. Bid solicitations 69CRC-S2394 through 69CRC-S2397. The bid solicitations were sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 2:00 p.m. on July 28, 2023. The evaluation period took place from August 3, 2023, through August 17, 2023. There were three competing bids for this solicitation, Codale Electric Supply was the lowest qualified bidder between the three qualified bids.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Conductor as specified. This contract is an enabling type of contract that allows the Commission’s Power Delivery Group to receive a quotation each time a purchase is to be made. The Equipment will be purchased by the CRCNV pursuant to NRS 538.161 (2), the CRCNV’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

Staff recommends the Commission approve the contract with Codale Electric Supply and authorize the Executive Director to sign it on behalf of the Commission.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: CODALE ELECTRIC SUPPLY	
"Doing Business As" (if applicable):	
Street Address: 3920 W SUNSET RD	Website: www.codale.com
City, State and Zip Code: LAS VEGAS NV 89118	POC Name and Email: Michael Callewaert michaelc@codale.com
Telephone Number: 702-384-8500	Fax Number: 702-384-9027
Local Street Address: 3920 W SUNSET RD	Website: www.codale.com
City, State and Zip Code: LAS VEGAS, NV 89118	Local Fax Number: 702-384-9027
Local Telephone Number: 702-384-8500	Local POC Name and Email: Michael Callewaert michaelc@codale.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.

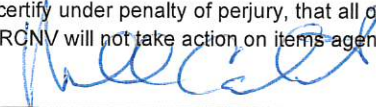
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
HALSEY COOK	DIRECTOR	less than 5%
David Gabriel	DIRECTOR	less than 5%
Paul Trudel	DIRECTOR/SEC	less than 5%

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.



 Signature
 ACCOUNT MANAGER

 Title

MICHAEL CALLEWAERT

 Print Name
 8/31/2023

 Date

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)



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-12
Conductor**

Contract Documents and Specifications

For Award
September 12, 2023

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-12
Conductor**

Contract Documents and Specifications

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**SECTION 100
REQUEST FOR BIDS**

1. Notice.

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

Sealed Bids made in accordance with the Bid Form, will be received by the Colorado River Commission of Nevada (Owner) at the desk of the Owner's receptionist, 555 East Washington Avenue, Suite 3100, Las Vegas, Nevada 89101 until 2:00 p.m., local time, July 28, 2023.

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

2. Equipment.

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

1272 KCMIL ACSR "Bittern" Overhead Conductor. The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-900 of this Contract.

3. Questions Regarding Request for Bid.

Questions concerning this Request for Bid 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: breese@crc.nv.gov

4. Pricing and Security.

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

5. Multiple Awards.

Owner may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: June 2, 2023

By:



Robert D. Reese
Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE:

July 28, 2023

**SECTION 200
BID INSTRUCTIONS**

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

Bids must be submitted at the time indicated in Section 100, Request for Bid, or at the modified time indicated by Addendum. Bidders must submit one original and one identical copy in a sealed envelope.

The bid envelope must be marked with the name and address of the Bidder.

The bid may be hand delivered or sent through the mail or other delivery system. Bids must be submitted to:

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

**SECTION 300
BID FORM**

1. Project Identification:

Boulder Flats Solar Interconnection Project
Contract No. CRCBF-12
Conductor

2. This Bid is Submitted By:

Name: CODALE ELECTRIC SUPPLY

Address: 3920 W SUNSET RD

LAS VEGAS, NV 89118

3. This Bid is Submitted To:

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

4. Bid Terms and Conditions.

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. 1 Dated 7/24/2023

No. N/A Dated N/A

No. N/A Dated N/A

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

5. Bid Price.

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	1272 KCMIL, ACSR, "Bittern" Overhead Conductor, per Section 1100, f.o.b. Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, NV 89015.	LS	<u>\$800,912.00</u>	1	<u>\$800,912.00</u>	<u>PRIORITY WIRE</u>	<u>18-20 WEEKS</u> AR
CONTRACT PRICE						<u>\$800,912.00</u>		

*Notice-to-Proceed.

6. Delivery Schedule.

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

SIGNATURE OF BIDDER

By: CODALE ELECTRIC SUPPLY

(Corporation Name)

By: 

(Signature of Authorized Person)

MICHAEL CALLEWAERT ACCOUNT MANAGER

(Printed Name and Title)

Business Address:

3920 W SUNSET RD

LAS VEGAS, NV

Phone 702-384-8500

Fax No. 702-384-9027

No.

Email: michaelc@codale.com

This Bid is Submitted On: July 24, 2023.

**SECTION 310
BID ADDENDUM**

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

SECTION 320
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 400
CONTRACT NO. CRCBF-12
Boulder Flats Solar Interconnection Project

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the “Owner” or “Commission,” and Codale Electric Supply, hereinafter referred to as the “Contractor.” The Owner and the Contractor are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	1272 KCMIL, ACSR, “Bittern” Overhead Conductor, per Section 1100, f.o.b. Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, NV 89015.

2. Definitions

2.1 “Acceptance” or “Final Acceptance” means the formal action by the Owner accepting the Equipment, or any portion thereof, as complete and satisfactory, subject to Contractor’s warranties.

2.2 “Acceptance Testing” means any testing required by the Owner prior to, and as a prerequisite of, Owner’s Acceptance.

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

2.4 “Change Order” means the Owner’s signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 “Contract Documents” means the documents contained in this conformed and bound volume, including Section 100, Request for Bids; Section 200, Bid Instructions; section 300, Bid Form; Section 310, Bid Addendum; Section 320, Bid Clarification; Section 400, Contract No.

CRCBF-12, Conductor; Section 500, Performance Bond; and the Specifications contained in Sections 600 through 1100. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the Owner, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the Owner prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

2.11 "Project" means the Boulder Flats Solar Interconnection Project.

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

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

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

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

3. Owner's Representative

3.1 The Owner's Representative is Mr. Eric Witkoski, Executive Director of the Commission. The Owner's Representative is generally authorized to act fully on behalf of the Owner. The Owner's Representative has complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to the materials, equipment, elements and systems required under these Contract Documents.

3.2 The address of the Owner's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

7.1 **Progress Payments.** The Contractor shall submit an application for payment to the Owner for the amount of ninety percent (90%) of the Equipment's value, upon shipment of the Equipment.

7.2 **Procedure for Progress Payments.** Owner shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.

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

7.4 **Procedure for Final Payment.** The Owner shall pay the Contractor within thirty (30) days of receipt of a correct, itemized invoice for the final payment. The Owner's payment of

the final payment shall constitute a full waiver of all claims by the Owner against the Contractor, other than those arising from unsettled liens, from defective work appearing after final inspection or from the Contractor's failure to comply with the requirements of this Contract. The Contractor's receipt of final payment shall constitute the Contractor's waiver of all claims by the Contractor against the Owner, other than those previously made in writing and remaining unresolved at the time of final payment.

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

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

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

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

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

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

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like, "equivalent" and "or equal" items may be substituted only if, in the Owner's sole discretion, although not qualifying as an "or equal" item, is an item essentially equivalent to that named and a substitute therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the Owner from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for evaluation thereof to the Owner, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor's completion of performance

of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the Owner for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish any additional data about the proposed substitute.

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

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

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

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

10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Equipment, wherever it may be or become located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the Owner with any certificate of inspection, testing or approval resulting there from.

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

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

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

10.6 If the Owner determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the Owner's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, Owner may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the Owner's written order. The Contractor is responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The Owner, at Owner's expense, will arrange to have the Owner's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

10.7 Nothing in this article concerning the correction or replacement of defective Equipment establishes any period of limitation with respect to any claim by the Owner against the Contractor for performance or damages arising out of the Contractor's obligation to perform this Contract.

11. Data, Reports And Drawings

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

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

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

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

12. Liquidated Damages

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

Bid Item	Description	Liquidated Damages, Per Day
401	1272 KCMIL ACSR, "Bittern", Overhead Conductor, per Section 1000.	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed a Contractor must not exceed the Contract Price. The Owner is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

13. Insurance, Bonds and Indemnification

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

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

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

13.4 Indemnification; Limited Liability.

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

13.4.2 The Owner, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties is not subject to punitive damages. Liquidated damages do not apply unless otherwise specifically provided in the Contract Documents. Damages for any Owner breach must never exceed the amount of funds appropriated or authorized for payment under this Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach must not exceed 150 percent of the contract maximum "not to exceed" value. Contractor's tort liability is not limited.

13.5 **Amount of Insurance.** The minimum amount of insurance required to be carried by the Contractor and each subcontractor is as follows:

Coverage	Limits of Liability
General Liability	\$1,000,000 per occurrence
Automobile Liability	\$2,000,000 aggregate
Workers' Compensation	\$1,000,000 per occurrence
Employers Liability	Statutory \$100,000 each person
Transportation	See subarticle 13.7

13.6 **Industrial Insurance.** This insurance shall protect Contractor and its representatives and agents against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. The Contractor must also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy must include an "all states" or "other states" endorsement.

13.7 **Transportation Insurance.**

13.7.1 Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.

13.7.2 Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.

13.7.3 The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days' written notice must be given to the Owner before the policy is changed or canceled.

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

13.9 Additional Insureds. By endorsement (I.S.O. Form "B: CG2010" or its equivalent), the Owner and its officers and employees must be included as additional insureds under the Automobile Liability and Commercial General Liability insurance policies as to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may arise directly or indirectly out of or in connection with activities under this Contract. The Contractor's insurance must be primary with respect to the additional insureds. Insurance coverage maintained by the Owner must be in excess of the Contractor's insurance and be non-contributing.

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

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

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

13.13 Cost of Claims. The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.

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

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

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

13.17 **Nevada Agent.** The evidence of insurance coverage and all endorsements, if written by an agent outside the state of Nevada, must be countersigned by a Nevada resident agent.

14. Risk Of Delay

14.1 The Contractor shall accept the risk of any delays caused by the Owner. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the Owner for damages or contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay.

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

14.3 The Owner reserves the right to order the Contractor to delay shipment of Equipment in accordance with Performance Milestones. If such a delay is ordered by the Owner in writing, the Owner shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the Owner. Such costs may include reasonable storage costs, insurance and transportation to a reasonable storage facility.

15. Effect and Termination

15.1 This Contract shall become effective as of the date of its execution and shall remain in effect, unless terminated earlier by the Owner as provided for herein, until one year after the Owner's Final Acceptance of the Equipment and Final Payment of the Contractor.

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

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

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

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada, or upon the concurrence of the Parties, in accordance with and pursuant to the procedures of the Uniform Arbitration Act of 2000, NRS 38.206 through 38.248.

20. Waiver of Claims.

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

21. Notices.

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

Colorado River Commission of Nevada
c/o Executive Director
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101-1065

Codale Electric Supply
c/o Account Manager
3920 W Sunset Rd
Las Vegas, NV 89118

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

22. Submission of Claims.

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

23. Assignment of Contract.

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the Owner. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

24. Severability.

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

25. Survival.

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

26. Applicable Law; Venue.

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

27. Article Headings.

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract.

28. Waiver.

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

29. Entire Agreement; Contractor Certification.

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

30. Authority to Execute.

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

IN WITNESS WHEREOF. the Contractor and the Owner have executed three duplicate originals of this Contract this _____ day of _____, 2023. The Owner will retain two counterparts and one counterpart will be delivered to the Contractor.

By: Michael Callaway
Its: Account Manager

ATTEST

Troy Gentry
[Signature]

COLORADO RIVER COMMISSION OF NEVADA

By: _____
Puoy K. Prensirut
Chairwoman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

\$

Description: Contract No. CRCBF-12,
Boulder Flats Solar Interconnection Project
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date):

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL (Seal Below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

SURETY (Seal below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

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

4.4.2 Deny liability in whole or in part and notify the Owner citing the reasons therefore. If the Surety does not proceed as provided in subsection 4, with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner is entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in paragraph 4.4, and the Owner returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner is entitled to enforce any remedy available to the Owner.

5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner must not be greater than those of the Contractor under the Contract and the responsibilities of the Owner to the Surety must not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety is not liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

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

SECTION 600
SUMMARY OF THE WORK

1. Project Description.

1.1 The Colorado River Commission of Nevada (“Owner”) intends to build a new 230kV switchyard and ten mile long 230kV transmission line, located in Boulder City, Nevada.

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2025.

2. Work Under This Contract.

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

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

3. Delivery.

3.1 Bid Item 401 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, Nevada 89015.

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

Mr. Robert Reese
Colorado River Commission of Nevada
Telephone: (702) 856-3611
Cell Phone: (702) 682-6972
Email: breese@crc.nv.gov

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

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

4. Work by the Owner.

4.1 The Owner or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-12.

4.2 The Owner will test Equipment supplied under this Contract No. CRCBF-12, and shall perform energization and start up of the new facilities.

5. Work Schedule.

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

5.1.1 Work Schedule:

5.1.1.1 Compliance Submittals within forty-five (45) days after notice to proceed (see Sections 1000 and 1100 for requirements).

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

5.1.1.3 Delivery beginning on or after December 19, 2023, and ending on or before February 29, 2024

5.1 The anticipated Final Acceptance Date for all Equipment is February 29, 2024.

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700 SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

1.6 The Owner 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 Owner. If permission to copy any such submittal for the purposes stated is unreasonably withheld from the Owner by the Contractor or any Subcontractor, manufacturer, or Supplier, the Contractor shall provide fifty (50) copies plus the number of copies required in the following subsection to be submitted for approval.

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedure Submittals.

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

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

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

SECTION 800 EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

SECTION 900
MANUFACTURER'S FIELD SERVICE

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the Owner in proper procedures.

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

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

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

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

SECTION 1000
33 71 36 14
ACSR CCONDUCTOR

**SECTION 1000A
CERTIFICATION SHEET**

**SECTION 1100
DRAWING LIST**

<u>Drawing Number</u>	<u>Description</u>
BF-4004-01	Bill of Material

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: For Possible Action: Consideration of and possible action to approve contract CRCBF-13 between successful bidder, Peak Substation Services, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2397 for Boulder Flats Solar Interconnection Project for Fiber.
RELATED TO AGENDA ITEM: Agenda Item D-G.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve solicitation 69CRC-S2397 to Boulder Flats Solar Interconnection Project for Fiber and authorize the Executive Director to sign it on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members. SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flats Solar Project.

The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded for respective parts.

B. Background of Bid/Procurement

On June 2, 2023, four bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. Bid solicitations 69CRC-S2394 through 69CRC-S2397. The bid solicitations were sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on July 28, 2023. The evaluation period took place from August 3, 2023, through August 17, 2023. Peak Substation Services was the only bidder for the 69CRC-S2397 solicitation.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Fiber as specified. This contract is an enabling type of contract that allows the Commission’s Power Delivery Group to receive a quotation each time a purchase is to be made. The Equipment will be purchased by the Commission pursuant to NRS 538.161 (2), the Commission’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

Staff recommends the Commission approve the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAK SUBSTATION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>801 1ST AVE NORTH</u>	Website: <u>www.peaksubstation.com</u>
City, State and Zip Code: <u>BIRMINGHAM, AL 35203</u>	POC Name and Email: <u>Jason Harms jharms@peaksubstation.com</u>
Telephone Number: <u>877-324-0909 x1</u>	Fax Number: <u>205-324-0955</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
<u>LARRY BLUNT</u>	<u>PRESIDENT</u>	<u>78%</u>
<u>JASON HARMS</u>	<u>SALES MANAGER</u>	<u>10%</u>
<u>WILLIAM DAVIS</u>	<u>ESTIMATOR</u>	<u>10%</u>

This section is not required for publicly-traded corporations.

1. 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.)

2. 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.

 Signature	<u>JASON HARMS</u> Print Name
<u>SALES MANAGER</u> Title	<u>8-30-23</u> Date

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

“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)



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-13
Fiber**

Contract Documents and Specifications

For Award
September 12, 2023

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-13
Fiber**

Contract Documents and Specifications

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**SECTION 100
REQUEST FOR BIDS**

1. Notice.

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

Sealed Bids made in accordance with the Bid Form, will be received by the Colorado River Commission of Nevada (Owner) at the desk of the Owner's receptionist, 555 East Washington Avenue, Suite 3100, Las Vegas, Nevada 89101 until 2:00 p.m., local time, July 28, 2023.

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

2. Equipment.

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

DNO-11590 Optical Ground Wire, or equivalent. The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-900 of this Contract.

3. Questions Regarding Request for Bid.

Questions concerning this Request for Bid 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: breese@crc.nv.gov

4. Pricing and Security.

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

5. Multiple Awards.

Owner may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: June 2, 2023

By:



Robert D. Reese
Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE:

July 28, 2023

**SECTION 200
BID INSTRUCTIONS**

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

Bids must be submitted at the time indicated in Section 100, Request for Bid, or at the modified time indicated by Addendum. Bidders must submit one original and one identical copy in a sealed envelope.

The bid envelope must be marked with the name and address of the Bidder.

The bid may be hand delivered or sent through the mail or other delivery system. Bids must be submitted to:

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

**SECTION 300
BID FORM**

1. Project Identification:

Boulder Flats Solar Interconnection Project
Contract No. CRCBF-13
Fiber

2. This Bid is Submitted By:

Name: Peak Substation Services, LLC
c/o Jason Harris
Address: 801 1st Ave North
Birmingham, AL 35203-3007

3. This Bid is Submitted To:

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

4. Bid Terms and Conditions.

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. 69CRC-VQ14070 Dated 6/23/2023
No. N/A Dated N/A
No. N/A Dated N/A

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

5. Bid Price.

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	DNO-11590 Optical Ground Wire, per Section 1100, f.o.b. Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, Nevada 89015.	LS	#403,650.-	1	#403,650.-	AFL DNO-11590	10-12
CONTRACT PRICE		#403,650.-						


*Notice-to-Proceed.

6. Delivery Schedule.

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

SIGNATURE OF BIDDER

By: PEAW SUBSTATION SERVICES, LLC
(Corporation Name)

By: 
(Signature of Authorized Person)

JASON HARRIS
(Printed Name and Title)

Business Address:

801 1st AVE NORTH
BIRMINGHAM, AL 35203

Phone

Fax No.

No.

877-324-0909 x1

205-324-0955

Email:

jharris@peawsubstation.com

This Bid is Submitted On: June 26, 2023.

**SECTION 310
BID ADDENDUM**

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

SECTION 320
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 400
CONTRACT NO. CRCBF-13
Boulder Flats Solar Interconnection Project

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the “Owner” or “Commission,” and Peak Substation Services, LLC, hereinafter referred to as the “Contractor.” The Owner and the Contractor are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	DNO-11590 Optical Ground Wire, per Section 1100, f.o.b. Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, NV 89015.

2. Definitions

2.1 “Acceptance” or “Final Acceptance” means the formal action by the Owner accepting the Equipment, or any portion thereof, as complete and satisfactory, subject to Contractor’s warranties.

2.2 “Acceptance Testing” means any testing required by the Owner prior to, and as a prerequisite of, Owner’s Acceptance.

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

2.4 “Change Order” means the Owner’s signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 “Contract Documents” means the documents contained in this conformed and bound volume, including Section 100, Request for Bids; Section 200, Bid Instructions; Section 300, Bid Form; Section 310, Bid Addendum; Section 320, Bid Clarification; Section 400, Contract No. CRCBF-13, Fiber; Section 500, Performance Bond; and the Specifications contained in Sections

600 through 1100. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the Owner, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the Owner prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

2.11 "Project" means the Boulder Flats Solar Interconnection Project.

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

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

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

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

3. Owner's Representative

3.1 The Owner's Representative is Mr. Eric Witkoski, Executive Director of the Commission. The Owner's Representative is generally authorized to act fully on behalf of the Owner. The Owner's Representative has complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to the materials, equipment, elements and systems required under these Contract Documents.

3.2 The address of the Owner's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

7.1 **Progress Payments.** The Contractor shall submit an application for payment to the Owner for the amount of ninety percent (90%) of the Equipment's value, upon shipment of the Equipment.

7.2 **Procedure for Progress Payments.** Owner shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Equipment, wherever it may be or become located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the Owner with any certificate of inspection, testing or approval resulting there from.

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

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

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

10.6 If the Owner determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the Owner's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, Owner may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the Owner's written order. The Contractor is responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The Owner, at Owner's expense, will arrange to have the Owner's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

10.7 Nothing in this article concerning the correction or replacement of defective Equipment establishes any period of limitation with respect to any claim by the Owner against the Contractor for performance or damages arising out of the Contractor's obligation to perform this Contract.

11. Data, Reports And Drawings

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

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

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

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

12. Liquidated Damages

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

Bid Item	Description	Liquidated Damages, Per Day
401	DNO-11590 Optical Ground Wire, per Section 1000.	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed a Contractor must not exceed the Contract Price. The Owner is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

13. Insurance, Bonds and Indemnification

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

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

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

13.4 Indemnification; Limited Liability.

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

13.4.2 The Owner, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties is not subject to punitive damages. Liquidated damages do not apply unless otherwise specifically provided in the Contract Documents. Damages for any Owner breach must never exceed the amount of funds appropriated or authorized for payment under this Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach must not exceed 150 percent of the contract maximum "not to exceed" value. Contractor's tort liability is not limited.

13.5 **Amount of Insurance.** The minimum amount of insurance required to be carried by the Contractor and each subcontractor is as follows:

Coverage	Limits of Liability
General Liability	\$1,000,000 per occurrence
Automobile Liability	\$2,000,000 aggregate
Workers' Compensation	\$1,000,000 per occurrence
Employers Liability	Statutory \$100,000 each person
Transportation	See subarticle 13.7

13.6 **Industrial Insurance.** This insurance shall protect Contractor and its representatives and agents against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. The Contractor must also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers' compensation law. This policy must include an "all states" or "other states" endorsement.

13.7 **Transportation Insurance.**

13.7.1 Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.

13.7.2 Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.

13.7.3 The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days' written notice must be given to the Owner before the policy is changed or canceled.

13.8 **Performance Bond.** The Contractor must furnish with the executed Contract, a performance bond in the amount of the Contract Price as security for faithful performance of all Contractors' obligations under this Contract. The Contractor must maintain that performance bond in effect during the term of this Contract and for one year thereafter. The performance bond must be executed by a surety or sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". A certified copy of the agent's authority to act must accompany a bond

signed by an agent. Only surety companies authorized to do business in, and having an agent for services of process in the state of Nevada will be acceptable. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent or its right to do business is terminated in Nevada, or it ceases to meet the requirements of the preceding subarticle, the Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the Owner.

13.9 Additional Insureds. By endorsement (I.S.O. Form “B: CG2010” or its equivalent), the Owner and its officers and employees must be included as additional insureds under the Automobile Liability and Commercial General Liability insurance policies as to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may arise directly or indirectly out of or in connection with activities under this Contract. The Contractor’s insurance must be primary with respect to the additional insureds. Insurance coverage maintained by the Owner must be in excess of the Contractor’s insurance and be non-contributing.

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

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

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

13.13 Cost of Claims. The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.

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

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

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

13.17 Nevada Agent. The evidence of insurance coverage and all endorsements, if written by an agent outside the state of Nevada, must be countersigned by a Nevada resident agent.

14. Risk Of Delay

14.1 The Contractor shall accept the risk of any delays caused by the Owner. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the Owner for damages or contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay.

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

14.3 The Owner reserves the right to order the Contractor to delay shipment of Equipment in accordance with Performance Milestones. If such a delay is ordered by the Owner in writing, the Owner shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the Owner. Such costs may include reasonable storage costs, insurance and transportation to a reasonable storage facility.

15. Effect and Termination

15.1 This Contract shall become effective as of the date of its execution and shall remain in effect, unless terminated earlier by the Owner as provided for herein, until one year after the Owner's Final Acceptance of the Equipment and Final Payment of the Contractor.

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

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

15.4 Owner's Right to Take Possession and Terminate. If the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a trustee files a petition against the Contractor to take advantage of any debtor's act or to reorganize the

Contractor under bankruptcy or similar laws; if Contractor repeatedly fails to supply suitable materials or equipment in the performance of this Contract; if Contractor fails to make prompt payments for labor, materials, or equipment; if Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Equipment or the Contractor's performance of this Contract; or, if the Contractor disregards the Owner's orders or Change Orders under this Contract, then the Owner may, without prejudice to any other right or remedy the Owner may have, and after giving the Contractor and his surety at least seven days' written notice, terminate this Contract and take possession of all Equipment then delivered, and obtain all additional Equipment required by this Contract from third party sources by whatever method the Owner may choose. In such case, the Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the Owner's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the Owner the difference.

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada, or upon the concurrence of the Parties, in accordance with and pursuant to the procedures of the Uniform Arbitration Act of 2000, NRS 38.206 through 38.248.

20. Waiver of Claims.

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

21. Notices.

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

Colorado River Commission of Nevada
c/o Executive Director
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101-1065

Peak Substation Services, LLC
801 1st Ave North
Birmingham, AL 35203.3007

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

22. Submission of Claims.

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

23. Assignment of Contract.

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the Owner. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

24. Severability.

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

25. Survival.

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

26. Applicable Law; Venue.

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

27. Article Headings.

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract.

28. Waiver.

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

29. Entire Agreement; Contractor Certification.

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

30. Authority to Execute.

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

IN WITNESS WHEREOF, the Contractor and the Owner have executed three duplicate originals of this Contract this _____ day of _____, 2023. The Owner will retain two counterparts and one counterpart will be delivered to the Contractor.

PEARL SUBSTATION SERVICES LLC

By: JASON HARVEY

Its: SALES MANAGER

ATTEST

Willie Davis

COLORADO RIVER COMMISSION OF NEVADA

By: _____

Puoy K. Preamsirut
Chairwoman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

\$

Description: Contract No. CRCBF-13,
Boulder Flats Solar Interconnection Project
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date):

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL (Seal below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

SURETY (Seal below)

Company:

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

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

4.4.2 Deny liability in whole or in part and notify the Owner citing the reasons therefore. If the Surety does not proceed as provided in subsection 4, with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner is entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in paragraph 4.4, and the Owner returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner is entitled to enforce any remedy available to the Owner.

5. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner must not be greater than those of the Contractor under the Contract and the responsibilities of the Owner to the Surety must not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety is not liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and must be initiated within two years after the Contractor's Default, or within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this

subsection are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court is applicable.

9. Notice to the Surety, the Owner or the Contractor must be mailed or delivered to the address shown on the signature page of this performance bond.
10. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work is performed any provision of this bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
 - 11.1 “Balance of the Contract Price” means the total amount payable by the Owner 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 Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 11.2 “Contract” means the agreement between the Owner and the Contractor identified on the signature page, including all the Contract documents and changes thereto.
 - 11.3 “Contractor Default” means a failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 11.4 “Owner Default” means a failure of the Owner, which has neither been remedied nor waived, to pay the Contractor or to perform in complete or comply with the other terms of this Contract.

SECTION 600
SUMMARY OF THE WORK

1. Project Description.

1.1 The Colorado River Commission of Nevada (“Owner”) intends to build a new 230kV switchyard and ten mile long 230kV transmission line, located in Boulder City, Nevada.

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2025.

2. Work Under This Contract.

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

3. Delivery.

3.1 Bid Item 401 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1299 Burkholder Blvd, Henderson, Nevada 89015.

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

Mr. Robert Reese
Colorado River Commission of Nevada
Telephone: (702) 856-3611
Cell Phone: (702) 682-6972
Email: breese@crc.nv.gov

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

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

4. Work by the Owner.

4.1 The Owner or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-13.

4.2 The Owner will test Equipment supplied under this Contract No. CRCBF-13, and shall perform energization and start up of the new facilities.

5. Work Schedule.

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

5.1.1 Work Schedule:

5.1.1.1 Compliance Submittals within forty-five (45) days after notice to proceed (see Sections 1000 and 1100 for requirements).

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

5.1.1.3 Delivery beginning on or after December 19, 2023, and ending on or before January 8, 2024.

5.1 The anticipated Final Acceptance Date for all Equipment is January 8, 2024.

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700 SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

1.6 The Owner 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 Owner. If permission to copy any such submittal for the purposes stated is unreasonably withheld from the

Owner by the Contractor or any Subcontractor, manufacturer, or Supplier, the Contractor shall provide fifty (50) copies plus the number of copies required in the following subsection to be submitted for approval.

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.7.2 SUBMITTAL ACCEPTABLE AS NOTED (REVISE & RESUBMIT) Signifies Equipment represented by the Submittal as noted conforms to the design

concept and complies with the intent of the Contract Documents. Contractor is to proceed with fabrication or procurement of the items and with related work in accordance with Owner's notations and is to submit a revised Submittal responsive to notations marked on the returned Submittal or written in the letter of transmittal.

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

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

3. Procedure Submittals.

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

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

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

SECTION 800 EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

**SECTION 900
MANUFACTURER'S FIELD SERVICE**

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the Owner in proper procedures.

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

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

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

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

SECTION 1000
33 82 23
OPTICAL GROUND WIRE

**SECTION 1000A
CERTIFICATION SHEET**

**SECTION 1100
DRAWING LIST**

<u>Drawing Number</u>	<u>Description</u>
BF-4004-01	Bill of Material

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: <i>For Information Only:</i> Presentation by representative from Bureau of Reclamation at Hoover Dam regarding Visitor Center cost of operations and maintenance, revenue shortfall, and options to raise revenue to pay for the costs of operations to reduce costs paid by hydropower contractors.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: <i>For Information Only:</i> Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT: <i>For Information Only:</i> Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada’s consumptive use of Colorado River water, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF SEPTEMBER 12, 2023**

SUBJECT:

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF SEPTEMBER 12, 2023**

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM M
FOR MEETING OF SEPTEMBER 12, 2023**

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

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, October 10, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM N
FOR MEETING OF SEPTEMBER 12, 2023**

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