

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

<b>SUBJECT:</b> Roll Call / Conformance to Open Meeting Law.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> 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 DECEMBER 12, 2023**

**SUBJECT:**

Comments from the public. Members of the public are invited to comment on items on the meeting agenda. 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 DECEMBER 12, 2023**

<b>SUBJECT:</b> <i>For Possible Action:</i> Approval of minutes of the October 10, 2023, meeting.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

The minutes of the October 12, 2023, meeting is enclosed for your review.

**The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, October 10, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.**

### **COMMISSIONERS IN ATTENDANCE**

Chairwoman  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Puoy K. Premsrirut  
Cody Winterton  
Dan Stewart  
Justin Jones  
Marilyn Kirkpatrick

### **COMMISSIONERS PRESENT VIA TELECONFERENCE**

Vice Chairwoman  
Commissioner

Kara J. Kelley  
Allen J. Puliz

### **DEPUTY ATTORNEY(S) GENERAL**

Special Counsel, Attorney General  
Special Counsel, Attorney General

David W. Newton  
Michelle D. Briggs

### **COMMISSION STAFF IN ATTENDANCE**

Executive Director  
Senior Assistant Director  
Chief of Finance and Administration  
Assistant Director, Engineering and Operations  
Assistant Director, Energy Information Systems  
Assistant Director, Hydropower  
Assistant Director, Natural Resources  
Chief Accountant  
Hydropower Program Manager  
Hydropower Engineer  
System Coordinator  
Executive Assistant Manager  
Office Manager  
Administrative Assistant III  
Administrative Assistant II  
Administrative Assistant II

Eric Witkoski  
Sara Price  
Douglas N. Beatty  
Bob Reese  
Kaleb Hall  
Gail Bates  
Warren Turkett, Ph.D.  
Gail L. Benton  
Craig Pyper  
Stevie Espinosa  
Chris Smith  
Gina L. Goodman  
Noah Fischel  
Saira Castillo  
Tamisha Randolph  
Joshua Cleveland

**OTHERS PRESENT: REPRESENTING**

City of Boulder City  
City of North Las Vegas  
Clark County Water Reclamation District  
Las Vegas Valley Water District  
Legislative Counsel Bureau  
NV Energy  
NV Energy

Bill Bruninga  
Tom Brady  
Peter Beaulieu  
Chaunsey Chau-Duong  
Justin Luna  
Mike Hulin  
Jana Stewart

DRAFT

# **COLORADO RIVER COMMISSION OF NEVADA**

## **MEETING OF**

**October 10, 2023**

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrut 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 Premsrut asked if there were any comments from the public. There were none.

**C. For Possible Action: Approval of minutes of the September 12, 2023.**

Commissioner Kirkpatrick moved for approval the minutes of the September 12, 2023, meeting. The motion was seconded by Commissioner Cody Winterton and approved by unanimous vote.

**D. For Possible Action: Adoption Hearing for LCB File No. R023-23. Hearing by the Commission to receive comments followed by consideration of and possible action, including adoption, revision, or rejection, regarding the following proposed amendment to the Nevada Administration Code (NAC) Chapter 538; Specifically,**

**NAC 538.370, NAC538.460, NAC 538.470, NAC 538.490 are deemed unnecessary and are therefore being repealed. NAC 538.025 is being placed near other similar regulations for clarity.**

Executive Director Eric Witkoski in opening comments indicated Agenda Item D is the Public Hearing on the proposed changes to Nevada Administrative Code Chapter 538 contained in LCB File No. R23-23.

Chairwoman Premsrut opened the Public Hearing on the proposed changes at 1:33 pm and asked Staff to confirm that the Notice of Intent to Act Upon a Regulation:

- was properly posted,
- give us a brief overview of the changes proposed; and
- the process that staff has engaged into date.

Following Staffs presentation, Chairwoman Premsrut indicated that comments from the public would be invited. Commissioners were asked to hold any questions until after the public has commented.



Mr. Witkoski confirmed that the Notice of Intent to Act upon a Regulation for LCB File No. R23-23 was properly posted on September 5, 2023, in accordance with NRS 233B.060.

**An overview of the proposed changes are as follows:**

Staff are proposing to repeal: NAC 538.370, NAC 538.460, NAC 538.470, and NAC 538.490 as they are deemed unnecessary and are therefore the proposal is to repeal those regulations.

NAC 538.025 is being placed near other similar regulations for clarity and where other definitions of hydropower are defined.

**Process engaged by Staff:**

The review of the regulations was undertaken at the request of Governor Lombardo's Executive Order 2023-03 issued January 12, 2023.

In response, the matter of the Executive Order was presented to the Commission at its February 14, 2023, meeting. The Staff proposed to do a Public Hearing in March and the Commission approved the holding of the March Public Hearing and requested that a second Public Hearing be held at the next Commission meeting in April as part of the regulation review.

Public Hearings on the Commission regulations were held on March 15, and April 11, 2023. No comments were received from the public.

No written comments were filed prior, at the meetings, or after the meetings. Staff did receive a phone call regarding the proposed changes from one of its major customers and an explanation of the changes was given.

It should be noted that all notices of the changes are emailed to the Commission contractors to ensure they are aware of any potential changes.

Chairwoman Premsrirut opened the Hearing for Public Comment. There were none. The public comment section of the Hearing was closed.

Chairwoman Premsrirut asked Commissioners if there were any questions or comments. There were none.

Chairwoman Premsrirut moved to consideration of adoption of LCB File No. R023-23 as recommended by Staff.

Commissioner Kirkpatrick moved to approve LCB File No. R023-23. The motion was seconded by Commissioner Stewart and approved by unanimous vote.

The Adoption Hearing closed at 1:38 pm.

<p><b>E.     <i>For Possible Action: Consideration of and possible action to approve the proposed Assignment, Assumption, and Consent Agreement among the Colorado River Commission (Commission) of Nevada, Basic Water Company and Henderson WC LLC of existing hydropower contracts and related agreements between the Commission and Basic Water Company.</i></b></p>
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Executive Director Eric Witkoski stated a hearing was held by the Bankruptcy Court for Basic Water Company Case No.: 22-13252-MKN this morning. Ms. Briggs will provide an update for Agenda Item E.

Special Counsel Michelle Briggs addressed the Commission explaining that the bankruptcy court approved the plan with conditions. Staff are asking for approval of the assignment that is in the materials which have been updated. Once approved, Henderson WC LLC (HWC) assumes all of the water and the power contracts that are listed.

Chairwoman Premsrirut asked did this item previously presented before the Commission with some minor obstacles would it be safe to assume that those obstacles have been addressed and hence the approval of the bankruptcy court.

Ms. Briggs said yes.

Chairwoman Premsrirut asked Ms. Briggs in terms of the position of the Commission if the Commission is in the places, it would have been, but for prior insolvency.

Ms. Briggs responded that is correct, yes.

Chairwoman Premsrirut asked Commissioners if there were any questions or comments from Commissioners?

Commissioner Stewart asked if Ms. Briggs was stating that producers opposed contract issues between the Basic Water Company (BWC) and the purchaser of BWC worked out.

Ms. Briggs responded yes, that is correct. Attorney Schwartz, counsel for the debtors, is available if the Commission would like to hear from him.

Chairwoman Premsrirut asked Commissioners if there were any further questions or comments from Commissioners on Agenda item.

Commissioner Kirkpatrick stated the Commission was right to stand our ground and now there is some protection for the smaller water companies asking is that correct. She asked what happened to the smaller players during the bankruptcy.

Mr. Witkoski responded, please keep in mind this happened today. CRCNV Staff are still reviewing the details. However, it is his understanding that the issues have been resolved. There might have been one, OLIN, but the rest are in agreement, and they were able to work out an arrangement. It is also my understanding that the court would be positioned to approve it.

Commissioner Kirkpatrick stated once the Commission has time to review it, come back with updates.

Mr. Witkoski responded that Special Counsel Briggs will bring updates. CRCNV Staff are looking to get approval as to form with the terms, once the paperwork is completed and lines up with what is proposed. Staff would not have to come back and bother the Commission again on this unless it is not what Staff anticipated. In that case Staff will come back to report to the Commission.

Commissioner Kirkpatrick responded that is what I needed to affirm.

Chairwoman Premsrirut stated the record reflect, Debtors' counsel is at the podium. If anyone has any questions or points of clarification for Attorney Sam Schwartz.

Commissioner Winterton addressed Attorney Schwartz, stating that the job of this Commission is to make sure that this Commission and the contracts that are being assigned are going to put the Commission in the exact same position we were in, and asked is there anything the Commission should be aware of, in your opinion, that would alter or cause the Commission pause to go ahead and consent to this assignment.

Attorney Schwartz, on behalf of Basic Water Company, Basic Water SPE stated Basic Water is selling the water system to one of the producing companies, TIMET and its parent company Precision Cast parts. They then reached agreements, so for question previously asked by Commissioner Kirkpatrick, it is clear they reached agreements to continue delivering water one to themselves, certainly, and then to two of the other producing companies, including Borman and Lhoist and then the fourth being Olin had agreed that it was no longer going to take water through the new process, so that it is a fully agreed transfer of contracts, including what starts with the 1969 contract, which is the one that governs the delivery of water.

What is important for the Commission is that the power contracts will then be transferred to the buyer that will allow the water system to continue to operate. If those power contracts did not move, then arguably the system would shut down and that would be a catastrophic issue. He believed Commissioner Kirkpatrick was worried for everyone.

This is a completely consensual agreement. It protects the contracts. The bankruptcy court agreed that the buyer will be designated the successor under the 1969 contract and will step into Basic Water Company's shoes.

TIMET and its parent company Precision Cast Parts is a multibillion-dollar company that can continue to perform as the Commission would expect. In answer to Commissioner Winterton question, yes, the Commission is really in the same place. It will just have a different counterparty, one that is much bigger and very well financed.

Commissioner Winterton asked how are the series of deposits that being handled.

Mr. Schwartz responded they are in a closing process so the deposits will be moved to the buyer. So those deposits will stay in place.

Commissioner Winterton asked will all the accounts stay the same.

Mr. Schwartz responded that that is correct, it should stay the same. Essentially, just a transfer of ownership of the buyer from Basic Water Company to what will be Henderson Water Company or HWC will be the successor.

Commissioner Winterton addressed Special Counsel Briggs asking are the deposits set based on different situations. Will the deposits stay the same under the Commission's rules and formats, there are no adjustments that the Commission will need to make.

Mr. Witkoski answered that the Commission has \$170,000 from Basic Water Company covering their collateral needs. Staff will be reviewing the collateral for customers in December 2023. The Commission may want to retain this collateral similar to what the Commission did with Borman to ensure that the Commission has collateral.

The Commission is positioned well currently. Staff have been laying off the power contracted to Basic Water Company to Southern Nevada Water Authority (SNWA) since last fall and SNWA is able to use it and being paid for the power.

Chairwoman Premsrirut asked Commissioners if there were any additional questions or comments for debtors Counsel.

Commissioner Stewart stated, BWC and or HWC is not delivering any water, right. At this point, Henderson is delivering water in cooperation with Las Vegas Valley Water District to the producers.

Mr. Schwartz clarified the water that is being delivered through the system, so in reference to Basic Water Company, our position is it is in fact delivering water. But the current route that is coming from to answer Commissioner Stewart question, that is correct. It comes from the City of Henderson, through the system and then out to the producing companies. So, it is BWC position that water is still be delivered. It is just where it is coming from, the source of the water has changed.

Chairwoman Premsrirut added the comment that when this matter was first brought to the Commission, she was in favor of approving it, primarily because it restored the Commission's position to where it was prior to the insolvency proceedings. Today, she is happy to hear that the approval not only does that, but also does not operate to prejudice any of the others that are part of this process.

Commissioner Justin Jones moved for approval of the proposed Assignment, Assumption, and Consent Agreement among the Colorado River Commission (Commission) of Nevada, Basic Water Company and Henderson WC LLC of existing hydropower contracts and related agreements between the Commission and Basic Water Company. for approval for Basic Water Company and Henderson WC LLC of existing hydropower contracts and related agreements. The motion was seconded by Commissioner Stewart and approved by unanimous vote.

**F. *For Possible Action:* Consideration of and possible action to approve contract CRCBF-09 between successful bidder, Peak Substation Services, LLC., and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2457 for Boulder Flats Solar Interconnection Project for HV Circuit Breakers for \$1,045,000.**

Executive Director Eric Witkoski introduced item F stating this contract is similar to the four contracts that Staff presented in September 2023. This should be the last material RFP and contract for this project. The background on the project that Staff is overseeing the building and construction of the transmission line for a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA's Boulder Flats Solar Interconnection Project.

This is the last material contract that the Commission needed, and it is for specialized high voltage circuit Breakers. These are circuit breakers procured by an RFP, Staff sent it out to 71 potential bidders, PEAK Substation Services was the sole bidder for this solicitation.

Assistant Director, Engineering and Operations Robert Reese stated the next contract Staff will be presenting to the Commission for this project will be the construction contract. Staff intends to release that RFP at the end of the month.

Staff recommended the Commission approve the contract CRCBF-09, with Peak Substation Services, LLC., for circuit breakers and authorize the Executive Director to sign it on behalf of the Commission.

Chairwoman Premsrirut noted that Peak Substations is the sole bidder for this solicitation, so irrespective of Staff sending it out to the 71 approximate eligible bidders, only Peak Substation, which is a vendor that the Commission consistently work with so this is something that the Commission can move to approve.

**Vice Chairwoman Kelley moved for approval of contract CRCBF-09 between successful bidder, Peak Substation Services, LLC., and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2457 for Boulder Flats Solar Interconnection Project for HV Circuit Breakers for \$1,045,000. The motion was seconded by Commissioner Jones and approved by unanimous vote.**

**G. *For Possible Action: Consideration of and possible action on presentation from the Bureau of Reclamation regarding stranded funds collected for post-retirement benefits in rates set by the Western Area Power Administration and transferred to the Bureau of Reclamation's Colorado River Dam Fund.***

Executive Director Eric Witkoski introduced Item G stating that Staff proposed to withdraw this Item and bring it back at another time.

Chairwoman Premsrirut responded the Commission will deem agenda item G withdrawn and move to the next item.

**H. *For Information Only: 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.***

At the Commission meeting on September 12, 2023, Terri Saumier, Facilities Services Manager for the Bureau of Reclamation (Reclamation) Lower Colorado River District Office made a presentation about the under-recovery of expenses incurred by Reclamation to support Visitor Services at Hoover Dam and the need to charge an entry fee per vehicle to eliminate the subsidy paid by power customers.

The presentation showed that Visitor Services earns revenue from tours, parking, merchandise sales, and commercial use authorization, but Reclamation still under recovers all the costs imposed by Visitor Services at the facility and hydropower customers are required to cover the deficit and subsidize Visitor Services. Reclamation has considered charging an entry fee at Hoover Dam to offset the costs of Visitor Services.

Following the September 12, 2023, meeting, Staff requested and received updated information from Reclamation regarding the costs associated with Visitor Services and a revenue forecast with and without the proposed entry fee of \$15 per vehicle.

Assistant Director, Hydropower Gail Bates gave a presentation on Reclamation's updated numbers. A copy of the presentation is attached. (See Attachment A)

Chairwoman Premsrirut responded the chart presented definitely helps in terms of the math and removing the parking fee if Reclamation is charging the proposed entry fee per car.

Ms. Bates stated yes, that is correct.

Chairwoman Premsrirut stated as mentioned by Ms. Bates these proposals are not intended to be a profit center for the contractors It is more of a policy change such that those that are seeking to visit and enjoy the visitor center are the ones that are incurring and paying those costs. In the event of an excess amount how will that be handled and then conversely, are deficiencies still going to be handled by the power customers.

Ms. Bates responded that the major replacements in capital improvements is a number that floats up and down depending upon how much outside funding Reclamation receives, and it is intended, she believes, is the line will adjust either up and down for either revenue, shortfalls, or small overages. If the overages became significant, she believes the Bureau would have to look at adjusting fees at that point.

Commissioner Kirkpatrick commented that the goal is to keep the rates low for our customers. The customers already have some of the cheapest rates and \$5 per person is a lot for a family in today's environment.

Mr. Witkoski replied it is \$15 a car.

Ms. Bates replied yes, the entry fee is proposed to be \$15 a car, not a person.

Commissioner Kirkpatrick commented on how Reclamation gets here as opposed to the suggestion of accepting donations. There are some people that can make that \$20 donation or a couple dollars. It is already so expensive to do so many things, and this is part of Nevada's history, \$15 could be whether or not someone goes or not; Will Reclamation advertise this on the side of the roadway when people get off or are people going to drive all the way there and then realize they do not have enough to get in or it is really not what they intended and then people leave. Are we going to leave a sour taste for those visitors. People in DC are so lucky to be able to get free entrance to everything and when tourists come to Nevada, we tax the tourist on everything, and Nevada pay nothing. At the end of the day, we can agree to disagree, and I am always fiscally responsible. \$15 per carload, why is it not free or why is there not another option I have a different philosophy and do not agree with charging people to see history.

Ms. Bates responded that the intent is to treat the Dam similar to the other national parks. The other national parks charge higher fees than \$15 a car. Some of the proposals are free days, at certain times of the year, to allow those that cannot afford it to be able to enjoy it.

The overriding reason why Reclamation is taking this so seriously is because there is a lot of pressure on power rates for Hoover Dam. Reclamation has a significant number of expenditures coming up at the plant because the infrastructure is aging, and repairs are needed. Hydrology has impacted generation rates.

Even though the rates are competitive, when there are customers, for example like Lincoln County Power District, who has 90% Hoover, even a couple of dollars increase on that rate, is impactful to the people in that community. There are a lot of small customers like Lincoln in the customer base and those are the customers we are trying to protect.

Commissioner Kirkpatrick stated no, it is understood. But at the same time, the customers also have to look at other avenues for power as a whole. This is why it is so concerning. Reclamation itself should have to step up and help fund some of this at the end of the

day, what are our federal counterparts saying? Because this is their responsibility. We are all working to preserve it so that water can flow through it. I disagree.

Commissioner Kirkpatrick explains our children in Nevada do not know our history because families cannot afford to go, or it costs every time they turn around. This is why children have no idea, or families today have no idea why we exist. It bothers me as a long term, Nevadan. I would rather see the Dam have a donation box.

Mr. Witkoski said this is why the Staff is putting it out here for discussion. National parks have 5 free days a year. The Commission could convince the feds to include Nevada Day as well, that is a lot of time where people are off and they could visit the Dam and have a free day that way. Staff is just looking for feedback. The dilemma is that Nevada has people out in Pahrump, people in Overton, and people at Lincoln Power District subsidizing the visitor center, and so that are some of challenges for the Commission. This is an odd request; it is something that has come up time and time again. The Engineering and Operations Committees (Committee) are dealing with the contractors and looking for answers. This is an odd request, but Reclamation is asking us to take a look at it.

Commissioner Winterton commented that this seems really simple. Reclamation cannot charge an entry fee why not change the parking fee to \$15 a car, which can be done today. To address Commissioner Kirkpatrick concerns, Reclamation could just do a parking voucher if the public goes online and if they can prove that they are a resident of Clark County and have a child of school age or whatever the criteria is, then Reclamation can issue a free parking voucher online and people can still go and do it for free. Reclamation can change the parking fee to \$15 a car and accomplish the exact same thing.

Ms. Bates replied yes, Reclamation could raise the parking fee except for the fact that there are only about 25% of the visitors to the Dam that actually go in the parking garage and park in the garage.

Commissioner Winterton responded then why would tie it to per car.

Ms. Bates replied Reclamation has a lot of traffic that comes on to Reclamation property and are using the facilities, but they are not paying the parking fee.

Commissioner Winterton asked where those cars are going to park. Are they pulling in and then pulling out.

Ms. Bates stated there are several areas that are not established parking garages. People can park for free, people come to the property, enjoy the facilities, use the restrooms, go to the exhibits. People do not pay a dime to do it.

Commissioner Winterton stated there is not enough parking. There is a way around this. It is not that complicated. The donation thing could start tomorrow. As for parking, call it temporary parking, do it in the name of a parking fee.



Ms. Bates stated Reclamation has exhaustively looked at many options. Reclamation is studying, though they are studying the donation approach as a way to supplement what we are getting, especially if they can implement it rather quickly so they are looking at that.

Commissioner Jones stated it seems like statutorily there is only one thing that Reclamation cannot call it, and that is the thing that the Commission is asking for permission to go get federal authority for. Why not call it an exit fee? There is only one thing that you cannot call it in and charge for it, whether it is a parking fee, whether it is a use fee, whether it is an exit fee, come up with a different name for it.

Ms. Bates responded the solicitors have looked at many of these approaches and Reclamation has been shut down for the most part on many of these other approaches.

Mr. Witkoski stated the dilemma faced is that we are the state, we do not run the feds, it is a little bit challenging. Staff has a customer meeting scheduled for October 19<sup>th</sup> and there is a Engineering and Operating Committee meeting at the end of this month so maybe Staff can learn more and bring it back in December.

Ms. Bates responded Yes, the Hoover Dam and Committee meets the last week of the month.

Mr. Witkoski stated Arizona is trying to look for a way around the entry fee. Staff could bring this item back in December to gather some more information. This is a worthwhile discussion, and realizing that everyone is a little frustrated, but if Staff can get this kind of feedback, then Staff can go talk with and see what else Reclamation can do, then can bring more information back in December.

Chairwoman Premsrirut stated furtherance of that discussion, she received some clarifying questions for Commissioner Kirkpatrick. The question is it the resistance to implementing something like charging a fee to everyone or charging a fee to particular people.

Commissioner Kirkpatrick expressed there is a lot of field trips of Nevadans that go out to that Hoover Dam. Whether it is, our senior citizens, parks and recreations, whether it is the summertime the kids going, and she does not want people to not be able to go. So, a daycare cannot go because they have to figure in all the costs for all this and parents can only pay so much.

Commissioner Kirkpatrick asked is there a donation amount that we can ask companies to help a little bit so the prices can be lowered. Why can there not be a donation entry fee or can Reclamation start out with a smaller entry fee, maybe \$10. Most people can pay \$10. She worries that Nevadans will not go because of the cost. It makes or breaks whether daycare goes out to Hoover for the day, that cost adds up.

Ms. Bates stated she was not sure about seniors, Mr. Pyper did clarify that school children are exempt from fees. Schools are allowed to participate on field trip days.

Chairwoman Premsrirut stated that Commission welcomes Commissioner Kirkpatrick's comments. It always adds another layer and dimension that those who are not in day-to-day government think about or are on the forefront of our minds and basically valid criticisms of policies that come before us, it is the Commission's job to balance all the competing interests, being the power customers and the ability to subsidize this versus the right that Commissioner Kirkpatrick feels for Nevadans having access one of our state treasures.

Chairwoman Premsrirut asked if this agenda item is brought back or if the Commission moves on this today, is it to support seeking federal legislation, does this mean if something is approved, the Commission is approving this \$15 price tag, or is it just the spirit of the legislation.

Mr. Witkoski stated it would just be the spirit, that is the dilemma Staff has, it is only through the Committee which meets quarterly with Reclamation, the Commission will not be controlling the charge. It is a little concerning but when the Committee looks at other national parks and what they charge, which is more, Staff, the Committee and Reclamation try to look at other options.

Chairwoman Premsrirut stated so in essence, if we let the proverbial cat out of the bag, we are not sure where the cat is going to go.

Mr. Witkoski replied yes in full disclosure.

Commissioner Kirkpatrick asked can Reclamation seek legislation that just allows for an entry fee and then regulations established on the local, on this level. Is there a way to divide this up so that Reclamation can spread it out or will Reclamation go through the same thing in 10 years if the costs have outgrown the fee, what happens then. Reclamation does not have an ability to do it, so why not leave it as a broad scope with a local Colorado River regulation making ability or something.

Mr. Witkoski said yes, we can look at this. The other reason for mentioning the December meeting were discussions with Arizona and Arizona talked with their representatives. Arizona has different ideas. Arizona may want to have similar things for Arizona residents. We could give the Commission a better picture if brought this back in December.

Commissioner Kirkpatrick asked if this is both sides of the Dam.

Mr. Witkoski replied yes, because the public can no longer go over the Dam to get to Arizona.

Commissioner Kirkpatrick stated there has to be a way, next month the Commission will figure out how to start a foundation to save the Dam and its history. There has got to be a better way for at least the public sector to keep this at a reasonable amount and to actually finish it, because this does not do anything more than keep status quo for the long term.

Chairwoman Premsrirut asked if there is a time constraint imposed on this agenda item H.

Mr. Witkoski stated no, getting federal legislation is a challenge, this would be a long-term project. As far as federal law is concerned, the feds just want to have the work done and a bill language, so the opportunity comes up, then the feds are ready. But this is long term.

Chairwoman Premsrirut asked is this something that the Commission feels we would benefit from with more information or more research so which the Commission would table this or alternatively, is there something else that the Commission wishes to see done with this agenda item, as a preliminary measure.

Commissioner Stewart suggested that the Commission wait and see what Arizona's input is and until the Commission has all the facts, all the asks, and all the objections at this time. That would be the suggestion that the Commission maybe table this until after the meeting at the end of this month.

Commissioner Stewart stated for better understanding of the fee structure, is the \$11 million in tour revenue from people purchasing a ticket to go inside the Dam and merchandise in the shops.

Ms. Bates stated yes, that is correct. There is a power plant tour and then there is a more expensive Dam tour.

Commissioner Stewart thanked Ms. Bates for the confirmation and providing the Commission information to have all the different revenue sources in mind when it is revisited in December.

Commissioner Puliz asked are the costs shared between Nevada, California, and Arizona. Since the power companies have to pay for it, does that mean California pays most of it since they get most of the power.

Ms. Bates replied yes, Nevada, California and Arizona pay in proportion to our Hoover contract shares.

Commissioner Puliz stated this is something that the Commission should look at. California is paying for 70% of the power instead of our tourists having to pay for all it. Ms. Bates stated California pays 50% Arizona's roughly 25, and Nevada is 25%.

Commissioner Puliz stated if others are paying for it, then our tourists maybe should not have to pay for everything.

Vice Chairwoman Kelley supports the effort to continue the conversation. She is interested in how the \$15 per car arrived upon and what kind of price elasticity research was done. Commissioner Kirkpatrick has raised valuable perspective. She appreciated Commissioner Winterton's effort to simplify what is trying to be achieved.

Vice Chairwoman Kelley has no interest in making this more complicated but there is the tourism perspective, the resident perspective, the public can no longer cross over Hoover Dam and get into Arizona to travel, they have to go back so this is really a Nevada-centric problem, which she thinks appeals to the Commission who are Nevadans. So, we want to make sure that we can support our customers want we believe collectively is the right thing.

The Commissioners agreed to table this discussion until December 12, 2023.

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

Special Counsel, David Newton gave an update on “Save the Colorado” stating the Commission received a notice about two weeks ago that the court is going to set oral argument, Staff is looking for the dates to be set either in February or April 2024.

Chairwoman Premsrirut asked Commissioners if there were any questions or comments for this agenda item I. There were none.

**J. *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.***

Mr. Witkoski shared the Dr. Turkett unfortunately was unable to be present for this item due to circumstances beyond his control but added that Lake Mead is at 1066-1065 and doing well.

Staff anticipates sending an email update within this month.

**K. *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 the 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.

**L. *Comments and questions from the Commission members.***

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

**M. Selection of the next possible meeting date .**

The next meeting is tentatively scheduled for time 1:30 p.m. on November 14, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**N. Adjournment .**

The meeting was adjourned at 2:22 p.m.

APPROVED:

\_\_\_\_\_  
Eric Witkoski, Executive Director

\_\_\_\_\_  
Puoy K. Premsrirut, Chairwoman

<b>Hoover Dam Revenue vs Expenses FY2025 Comparison</b>		
	2025 Projected w/o Entry Fee	2025 Projected w/ Entry Fee
Annual Vehicle Count	938,526	938,526
<b>Estimated Revenue</b>		
Proposed Entry Fee (\$15 per car)		\$ 14,077,895
Tour Revenue & Merchandise	\$ 10,800,000	\$ 10,800,000
Parking <sup>1</sup>	\$ 3,500,000	\$ -
Commercial Use Authorization	\$ 2,700,000	\$ 2,700,000
<b>Total Estimated Annual Visitor Revenue</b>	<b>\$ 17,000,000</b>	<b>\$ 27,577,895</b>
<b>Estimated Expenses</b>		
Annual O&M	\$ 18,000,000	\$ 18,000,000
Major Replacements/Capital Improvement <sup>2&amp;3</sup>	\$ 3,832,895	\$ 3,832,895
Debt Repayment (Visitor Center)	\$ 5,745,000	\$ 5,745,000
<b>Total Estimated Annual Visitor Expenses</b>	<b>\$ 27,577,895</b>	<b>\$ 27,577,895</b>
<b>Power Customer Annual Subsidy</b>	<b>\$ 10,577,895</b>	<b>\$ 0</b>

1. Parking fees will be eliminated with implementation of Entry fee
2. Budget Target is \$7M - Project execution will be adjusted to align with actual Visitor Services Revenue
3. Hoover Dam aggressively seeks outside funds for Capital Improvement projects

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

**SUBJECT:** *For Possible Action: Adoption Hearing for Revised LCB File No. R023-23.* Hearing by the Commission to receive comments followed by consideration of and possible action, including adoption, revision, or rejection, regarding the following proposed amendment to the Nevada Administrative Code (NAC) Chapter 538; Specifically,

NAC 538.370, NAC 538.460, NAC 538.470, and NAC 538.490 are deemed unnecessary and are therefore being repealed. NAC 538.025 is being placed near other similar regulations for clarity.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission adopt the proposed changes to the Commission's regulations as set forth in the revised LCB file No. R023-23.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

The Commission adopted the changes to this regulation at the last Commission meeting on October 10, 2023. Subsequently, the Legislative Counsel Bureau (LCB) discovered that their normal review, prior to adoption, had not occurred due to changes in personnel on their end and they had some concerns with some minor issues with the language contained therein. Staff have worked through those changes and bring the revised version of LCB R023-23 forward for you to adopt the revised language as presented today.

**PROPOSED REGULATION OF  
THE COLORADO RIVER COMMISSION OF NEVADA**

**LCB File No. R023-23**

November 21, 2023

EXPLANATION – Matter in *italics* is new; matter in brackets ~~omitted material~~ is material to be omitted.

AUTHORITY: §§ 1-5, NRS 538.181 and 538.201.

A REGULATION relating to the Colorado River Commission of Nevada; reorganizing certain definitions; repealing certain provisions relating to the marketing of electric power by the Commission; and providing other matters properly relating thereto.

**Legislative Counsel’s Digest:**

Under existing law, the Colorado River Commission of Nevada holds and administers all rights and benefits pertaining to the distribution of power from the Hoover Dam and may enter into contracts and adopt regulations relating to such power. (NRS 538.181, 538.201)

Existing regulations define the term “Schedule D” for the entirety of chapter 538 of the Nevada Administrative Code. (NAC 538.025) Due to the recent repeal of certain sections of the Nevada Administrative Code, the definition of “Schedule D” is no longer applicable to the entire chapter. (Section 9 of LCB File No. R033-18) **Section 1** of this regulation moves this definition to be applicable only to provisions governing the marketing of electric power. **Section 3** of this regulation makes a conforming change to indicate the proper placement of **section 1** in the Nevada Administrative Code. **Sections 2 and 5** of this regulation also make conforming changes to reflect the movement of this definition.

Existing regulations define the term “program for increasing capacity.” (NAC 538.370) **Section 5** of this regulation repeals this definition. **Section 4** of this regulation makes a conforming change to clarify a reference to a “program for increasing capacity” used in the definition of the term “Schedule B.”

Existing regulations require each contractor to meet the minimum recommendation for reserves set by the Western Electricity Coordinating Council. (NAC 538.460) Existing regulations also provide that capacity from the Boulder Canyon Project, Parker-Davis Project and Salt Lake City Area Integrated Projects will be: (1) offered at varying load factors; and (2) identified as an exhibit to a contract to purchase power. (NAC 538.470) **Section 5** repeals these provisions.

Existing regulations provide that: (1) certain contracts for the delivery of long-term power expire in September 2017; and (2) before the expiration of any such contract, the Commission will offer the contractor a new contract for the delivery of such power. (NAC



538.495, 538.500) **Section 5** repeals the requirement that the Commission offer the contractor a new contract since the date of expiration has passed.

**Section 1.** Chapter 538 of NAC is hereby amended by adding thereto a new section to read as follows:

*“Schedule D” means the schedule appearing at 43 U.S.C. § 619a(a)(2)(A) which specifies the amount of:*

- 1. Contingent capacity of the Hoover Powerplant; and*
- 2. Associated firm energy,*

*↪ allocated in that schedule for allocation to new allottees.*

**Sec. 2.** NAC 538.010 is hereby amended to read as follows:

538.010 *As used in this chapter, unless the context otherwise requires, “Commission”* means the Colorado River Commission of Nevada.

**Sec. 3.** NAC 538.340 is hereby amended to read as follows:

538.340 As used in NAC 538.340 to 538.746, inclusive, unless the context otherwise requires, the words and terms defined in NAC 538.350 to 538.390, inclusive, *and section 1 of this regulation* have the meanings ascribed to them in those sections.

**Sec. 4.** NAC 538.380 is hereby amended to read as follows:

538.380 “Schedule B” means the schedule appearing at 43 U.S.C. § 619a (a)(1)(B) which specifies the amount of:

1. Contingent capacity of the Hoover ~~power plant~~ *Powerplant* resulting from the program for increasing capacity ~~is~~ *authorized by 43 U.S.C. § 619;* and
2. Associated firm energy, allocated to the Commission.

**Sec. 5.** NAC 538.005, 538.025, 538.370, 538.460, 538.470 and 538.495 are hereby repealed.

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## TEXT OF REPEALED SECTIONS

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**538.005 Definitions. (NRS 538.201)** As used in this chapter, unless the context otherwise requires, the words and terms defined in NAC 538.010 and 538.025 have the meanings ascribed to them in those sections.

**538.025 “Schedule D” defined. (NRS 538.181, 538.201)** “Schedule D” means the schedule appearing at 43 U.S.C. § 619a(a)(2)(A) which specifies the amount of:

1. Contingent capacity of the Hoover power plant; and
2. Associated firm energy,

↪ allocated in that schedule for allocation to new allottees.

**538.370 “Program for increasing capacity” defined. (NRS 538.201)** “Program for increasing capacity” means the program for increasing the capacity of existing generating equipment and appurtenances at the Hoover power plant authorized by 43 U.S.C. § 619. This is equivalent to the uprating program referred to in Public Law 98-381.

**538.460 Minimum reserves of contractor; exception. (NRS 538.181, 538.201)** Each contractor must meet the minimum recommendation for reserves set by the Western Electricity Coordinating Council unless the contractor receives power from the Commission over the facilities of a utility that meets the minimum recommendation for reserves set by the Western Electricity Coordinating Council.

**538.470 Capacity offered at varying load factors; identification. (NRS 538.181, 538.201)** Capacity from the Boulder Canyon Project, Parker-Davis Project and Salt Lake City Area Integrated Projects will be:

1. Offered by the Commission at varying load factors; and
2. Identified by the Commission in an exhibit to the contract to purchase power.

**538.495 New contracts. (NRS 538.181, 538.201)** Before the expiration of a contract for the delivery of long-term power from the Boulder Canyon Project designated in Schedule A or Schedule B pursuant to subsection 1 of NAC 538.500, the Commission will offer the contractor a new contract for the delivery of such power for the period commencing on October 1, 2017, and ending on September 30, 2067.

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

**SUBJECT:** *For Possible Action:* Consideration of and possible action by the Colorado River Commission of Nevada (Commission) to adjust the amount of collateral posted by the Commission's retail industrial contractors for Calendar Year 2024.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve the proposed collateral amounts outlined in Staff's recommendation.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Commission Authority:**

The Commission has statutory authority to require power contractors to provide collateral "in such sum and in such manner as the Commission may require, conditioned on the full and faithful performance" of their power contracts. NRS 538.181(2).

Additionally, under the Commission's regulations, the Commission is to conduct a yearly review to determine the creditworthiness of each of its contractors covered by NAC 538.744. Based on that review, the Commission establishes the amount of collateral and prescribes the way the contractor is required to furnish the collateral pursuant to its contracts with the Commission.

The Commission has latitude on setting the level of collateral, but under NAC 538.744, the collateral cannot be less than 25 percent of that contractor's Gross Annual Purchases during the test period of October 1, 2022, through September 30, 2023. The Contractor's "Gross Annual Purchase" reflects the Contractor's power and related expenses during the test period and does not include revenues that might become available to the contractor to offset those expenses.

**B. Analysis of Collateral Requirement:**

Staff reviewed the payment history and activity of the industrial contractors during 2023 to make recommendations to the Commission for the collateral level to be set for each contractor for calendar year 2024. For three of the contractors, Lhoist North America, EMD Acquisition LLC d/b/a Borman Specialty Materials, and Titanium Metals Corporation, Staff recommends the collateral requirement be set at the minimum collateral requirement of twenty-five percent of the contractor's gross annual purchases pursuant to NAC 538.744 3. This results in a decrease in the collateral requirement for Borman Specialty Materials and an increase for Lhoist North America and Titanium Metals Corporation. The changes are driven primarily by changes in the electrical load of the contractors.

For Olin Chlor Alkali, Staff recommends setting the collateral requirement at 35% of the contractor's gross annual purchases because of their late payment history during the test period. This results in no change to Olin's posted collateral for 2024.

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

For Henderson Water Company, the collateral requirement has been set in accordance with the Assignment Agreement between Basic Water Company, Henderson Water Company, and the CRCNV which was approved at the Commission's October 2023 meeting. The Commission will retain the cash collateral posted by Basic Water Company until Henderson Water Company provides cash or a letter of credit in the amount of \$170,077.56 in accordance with the Assignment Agreement.

All the Commission's retail contractors have posted cash collateral except for Titanium Metals Corporation which has posted a letter of credit. Henderson Water Company intends to post a Letter of Credit as permitted in the Assignment Agreement. In summary, below is a chart with the recommendations for collateral for the respective contractors.

**C. Staff's Collateral Recommendation:**

Contractor	Form of Collateral	Present Collateral	Recommended Collateral Requirement	Collateral Adjustment
Henderson Water Company (formerly Basic Water Co)	Letter or Credit	\$ 170,077.56	\$ 170,077.56	\$ 0
Lhoist North America	Cash	\$ 21,684.43	\$ 24,342.70	\$ 2,658.27
EMD d/b/a Borman S.Mat.	Cash	\$ 789,076.80	\$ 626,878.47	\$ (162,198.33)
Olin Chlor Alkaline Products	Cash	\$ 53,789.07	\$ 53,789.07	\$ 0
Titanium Metals Corporation	Letter of Credit	\$ 503,396.22	\$ 599,752.33	\$ 96,356.11
		\$ 1,538,024.08	\$ 1,474,840.13	\$ (63,183.95)

1 Gross annual purchases represent the contractor's expenses during the period of Oct. 2022 through Sept. 2023 and do not include

revenues from uncertain revenue streams such as optimization and short-term (balancing and imbalance) sales.

2 Minimum Collateral Requirement is 25% of contractor's gross annual purchases.

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

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve a Transmission Service Agreement among the Southern Nevada Water Authority, the Silver State Energy Association, and the Colorado River Commission of Nevada.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve the Transmission Service Agreement between, SNWA, SSEA and CRCNV.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Introduction:**

In December 2012, the CRCNV, Southern Nevada Water Authority (SNWA) and the Silver State Energy Association (SSEA) entered into an Electric Power Transmission Services Agreement that expires on December 31, 2023, and the parties to the agreement desire to continue such services and execute a new ten-year agreement.

**B. Background:**

The Colorado River Commission of Nevada (CRCNV) is the agency of the State of Nevada authorized by NRS 538.161(2) and NRS 704.787, to provide electric facilities for the water and wastewater operations of the SNWA and its member agencies.

In 2007 the CRC entered into a Cooperative Agreement with the City of Boulder City, Lincoln County Power District No. 1, the Overton Power District No. 5, and the SNWA, that created the SSEA as a joint exercise of powers agency under NRS 277.080-277.180, for the purpose of engaging in certain activities associated with the acquisition and disposition of electric power to meet their own needs and the needs of their customers. The members of the SSEA have entered into several power services agreements, under which SSEA provides various power supply services to its members, and the members may enter into additional power services agreements in the future.

SSEA is staffed by employees of the CRCNV and SNWA and housed at the Molasky building near downtown Las Vegas. The SSEA, to fulfill its obligations to its members under the power services agreements, must have the ability to utilize electric transmission and distribution and other assets owned, controlled, and operated by the CRC and SNWA as depicted on Exhibit A attached hereto.

The CRC will be compensated by the SNWA for any costs or expenses incurred as a result of the facilities utilization and services authorized under this Agreement, as required by the Amended and Restated Electric Power Facilities Development Agreement between the CRC and the SNWA, executed July 22, 1998, and payments shall be made in a manner consistent with the terms and conditions of that agreement and the Amendatory and Supplementary Electric Power Facilities Development Agreement executed January 20, 2000, as such agreements may be amended from time to time.

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

**C. RECOMMENDATION**

Staff recommend approving the Electric Power Transmission Services Agreement between the CRCNV, SNWA and SSEA for a term to December 31, 2033.

**ELECTRIC POWER TRANSMISSION SERVICE AGREEMENT  
AMONG  
THE COLORADO RIVER COMMISSION OF NEVADA,  
THE SOUTHERN NEVADA WATER AUTHORITY  
AND  
THE SILVER STATE ENERGY ASSOCIATION**

**1. PARTIES**

This Electric Power Transmission Services Agreement (“Agreement”) is made between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“CRC”), created by and existing pursuant to Chapter 538 of the Nevada Revised Statutes (“NRS”), the SOUTHERN NEVADA WATER AUTHORITY (“SNWA”), a political subdivision of the State of Nevada created on July 25, 1991, pursuant to the provisions of NRS Chapter 277; and the Silver State Energy Association (“SSEA”), a joint exercise of powers agency created on August 1, 2007, pursuant to the provisions of NRS Chapter 277. The CRC, SNWA and SSEA are referred to herein individually as a “Party” and collectively as the “Parties.”

**2. EXPLANATORY RECITALS**

**WHEREAS**, the CRC is the agency of the State of Nevada authorized by NRS 538.161(2) and NRS 704.787, to provide electric facilities for the water and wastewater operations of the SNWA and its member agencies;

**WHEREAS**, in 2007 the CRC entered into a Cooperative Agreement with the City of Boulder City, Lincoln County Power District No. 1, the Overton Power District No. 5, and the SNWA, that created the SSEA as a joint exercise of powers agency under NRS 277.080-277.180, for the purpose of engaging in certain activities associated with the acquisition and disposition of electric power to meet their own needs and the needs of their customers;

**WHEREAS**, the members of the SSEA have entered into several power services agreements, under which SSEA provides various power supply services to its members, and the members may enter into additional power services agreements in the future; and,

**WHEREAS**, the SSEA, to fulfill its obligations to its members under the power services agreements, must have the ability to utilize electric transmission and distribution and other assets owned, controlled and operated by the CRC and SNWA as depicted on Exhibit A attached hereto and incorporated herein by reference.

**WHEREAS**, the Parties previously entered into an Electric Power Transmission Services Agreement that expires on December 31, 2023 and the Parties desire to continue such services as provided herein.



NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

3. **CONTRACT TERM.** This Agreement shall be effective on January 1, 2024 (“Effective Date”). This Contract will continue in effect until December 31, 2033, unless terminated sooner by any Party in the manner set forth in Paragraph 4.

4. **TERMINATION.** This Agreement may be terminated by any Party prior to December 31, 2033, provided that a termination shall not be effective until one hundred and eighty (180) days after a Party has served written notice upon the other Parties.

5. **SSEA UTILIZATION OF CRC AND SNWA TRANSMISSION AND DISTRIBUTION FACILITIES.** The CRC and SNWA shall allow the SSEA to utilize the electric transmission and distribution system and related equipment set forth in Exhibit A of the Amended and Restated Electrical Power Facilities Development Agreement between CRC and SNWA dated July 16, 1998, as it has been amended, and may be further amended in the future. The current version of Exhibit A is attached hereto for reference purposes. The CRC and SNWA shall allow the SSEA to utilize the above-referenced facilities for the express purpose of delivering energy to the SNWA. The SNWA also shall allow the SSEA to utilize any other electric transmission and distribution system assets and related equipment owned, leased, or controlled by SNWA for the same purpose. The Parties expressly agree that Exhibit A may be amended in the future by the authorized representatives of CRC and SNWA.

6. **OPERATION OF ELECTRIC TRANSMISSION AND DISTRIBUTION FACILITIES.** The CRC shall operate the transmission and distribution facilities utilized by SSEA under this Agreement, subject to the terms and conditions of the Amended and Restated Electric Power Facilities Development Agreement between the CRC and the SNWA, executed July 22, 1998, and the Amendatory and Supplementary Electric Power Facilities Development Agreement executed January 20, 2000, as they may be amended from time to time.

7. **COMPENSATION OF CRC FOR UTILIZATION OF ELECTRIC TRANSMISSION AND DISTRIBUTION FACILITIES.** The CRC will be compensated by the SNWA for any costs or expenses incurred as a result of the facilities utilization and services authorized under this Agreement, as required by the Amended and Restated Electric Power Facilities Development Agreement between the CRC and the SNWA, executed July 22, 1998, and payments shall be made in a manner consistent with the terms and conditions of that agreement and the Amendatory and Supplementary Electric Power Facilities Development Agreement executed January 20, 2000, as such agreements may be amended from time to time.

8. **NOTICES.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given when delivered personally by hand or by email during normal business hours (or if outside normal business hours, on the next business day), with simultaneous delivery by regular mail, or certified mail, return receipt requested, postage prepaid, and when addressed to the other Parties' Authorized Representatives as set forth below:

<b><u>CRC</u></b>	<b><u>SNWA</u></b>	<b><u>SSEA</u></b>
Eric P. Witkoski Executive Director Colorado River Commission of Nevada 555 East Washington Avenue, Suite 3100 Las Vegas, Nevada 89101-1065 Phone No.: (702) 486-2686 E-mail: <a href="mailto:ewitkoski@crc.nv.gov">ewitkoski@crc.nv.gov</a>	John J. Entsminger General Manager Southern Nevada Water Authority 1001 South Valley View Boulevard Las Vegas, NV 89153 Phone No.: (702) 258-3104 E-mail: <a href="mailto:john.entsminger@snwa.com">john.entsminger@snwa.com</a>	Scott Krantz SSEA Manager Silver State Energy Association 100 City Parkway, Suite 700, Mail Stop 115 Las Vegas, NV 89106 Phone No.: (702) 691-5240 E-mail: <a href="mailto:scott.krantz@snwa.com">scott.krantz@snwa.com</a>
With a copy to: Colorado River Commission of Nevada Attention: Special Counsel 555 East Washington Avenue, Suite 3100 Las Vegas, Nevada 89101 <a href="mailto:mdbriggs@crc.nv.gov">mdbriggs@crc.nv.gov</a>	With a copy to (excluding invoices): Southern Nevada Water Authority Attention: General Counsel 1001 S. Valley View Boulevard Las Vegas, NV 89153 <a href="mailto:general.counsel@snwa.com">general.counsel@snwa.com</a>	With a copy to: Silver State Energy Association Attention: Legal Services 100 City Parkway, Suite 700, Mail Stop 475 Las Vegas, NV 89106 <a href="mailto:general.counsel@snwa.com">general.counsel@snwa.com</a>

The Parties may designate a new contact person under this provision for notices or change the contact information set forth above by notifying the other Parties in writing pursuant to this Paragraph 8.

9. **LIMITED LIABILITY.** The Parties will not waive and intend to assert in all cases all liability limitations available to them under the law, including, without limitation, NRS Chapter 41.

10. **FORCE MAJEURE.** No Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault or within the reasonable control of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases. An extension of time to perform shall be the affected Party's sole and exclusive remedy, and the availability of such remedy is contingent upon the affected Party's diligent efforts in ending the delay and its prompt notice of such delay to the other Parties.

11. **INDEMNIFICATION.** No Party waives any right or defense to indemnification that may exist in law or equity.

12. **INDEPENDENT PUBLIC AGENCIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and related agreements, and with respect to the performance of services under this Agreement, each Party is and shall be considered a public agency separate and distinct from the other Parties and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other Parties.

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the material or nonmaterial terms of the Agreement by any Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

14. **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, such term shall be excluded to the extent of such invalidity or enforceability, and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable. To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and comes closest to expressing the intent of the severed term.

15. **ASSIGNMENT.** No Party shall assign or transfer any rights, obligations or duties under this Agreement without the prior written consent of the other Parties, and any attempt to assign or transfer in violation of this provision shall be void and not merely voidable.

16. **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on their behalf has full power and authority to do so, and by signing below, each Party represents that they are authorized by law to perform all obligations assigned to them under this Agreement.

17. **GOVERNING LAW; JURISDICTION; ATTORNEYS FEES.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada without reference to its choice of law principles. The Parties consent to the jurisdiction of the courts located in Clark County, Nevada for enforcement of this Contract and resolution of any dispute that may arise hereunder. In the event any Party commences an action to enforce or interpret this Agreement, or for any other remedy based on or arising from this Agreement, the prevailing party therein shall be entitled to recover from the adverse Party or Parties its reasonable and necessary attorneys' fees and costs incurred. The Parties agree that reasonable attorneys' fees shall not exceed \$250.00 per hour.

18. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement and its integrated attachment(s) constitute the entire agreement of the Parties and such documents are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. All prior or contemporaneous agreements, understandings, representations, statements, oral or written, regarding the subject matter of this Agreement are merged into this Agreement and shall be of no further force and effect. Conflicts in language between any attachment and this Agreement shall be resolved in favor of the Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

19. **NO THIRD PARTY RIGHTS.** This Agreement is not intended by the Parties to create any right in or benefit to parties other than the CRC, SNWA and SSEA. This Agreement does not create any third party beneficiary rights or causes of action.

20. **CAPTIONS.** This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed, shall be deemed an original, and all counterparts together shall constitute one and the same instrument.

21. **AUDITS.** Each Party agrees that the relevant books, records (written, electronic, computer related or otherwise), financial statements and supporting documentation, and documentation related to the work product shall be subject, upon reasonable notice, to inspection, examination, review, audit, and copying at any office or location where such records may be found.

22. **RECORDS.** The Parties shall retain financial and other records related to this Agreement for a minimum of six years. The retention period runs from the date of termination of this Agreement. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue. The Parties shall make available to the other Parties for inspection, all books, records, documents, and other evidence directly pertinent to performance under this Agreement upon reasonable notice.

23. **SURVIVAL.** The obligations and rights contained in the Paragraph entitled “Audits” shall survive for a period of 12 months after the expiration of this Agreement, the obligations and rights contained in the Paragraph entitled “Records” shall survive for a period of 6 years after expiration of this Agreement, and the obligations and rights contained in any provision that, in order to give proper effect to its intent, should survive expiration of this Agreement, including, without limitation, those set forth in the Paragraphs entitled “Limited Liability,” “Indemnification,” and “Governing Law; Jurisdiction; Attorneys’ Fees,” shall survive the expiration of this Agreement indefinitely.

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

**25. EXECUTION.** By their signatures below, the Parties hereby enter into this Agreement as of the Effective Date.

[SIGNATURES FOLLOW ON NEXT PAGE]

**SOUTHERN NEVADA WATER AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John J. Entsminger  
General Manager

Approved as to form:

By: \_\_\_\_\_  
Gregory J. Walch  
General Counsel

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eric Witkoski  
Executive Director

Approved as to form:

By: \_\_\_\_\_  
Michelle Briggs  
Special Counsel for Attorney General

**SILVER STATE ENERGY ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott P. Krantz  
SSEA Manager

Approved as to form:

By: \_\_\_\_\_  
Laura E. Browning  
Deputy Counsel

**EXHIBIT A****DESCRIPTION OF FACILITIES  
SUBJECT TO THIS AGREEMENT**

<b>CONVERSION PHASE</b>	<b>COMPONENT</b>
PHASE 1	Newport 230-kV Tie Line Newport 230-kV Switchyard Newport 69-kV Substation Newport-RMPS-A Underground 69-kV Power and Communication Circuits RMPS-A Substation Foothills Substation Eastside 230-kV Tie Line Eastside 230-kV Switchyard Eastside 69-kV Substation Eastside -2A/2B/2C Underground 69-kV Power and Communication Circuits 1C Substation 2C Substation Microwave/Fiber Optic Communication and Control System
PHASE 2	Newport-RMWTF Underground 69-kV Power and Communications Circuits RMWTF Substation Foothills-BPS-2 Underground 69-kV Power and Communication Circuits BPS-2 Substation Eastside-BPS-1A Underground 69-kV Power and Communication Circuits Eastside-IPS-2 Underground 69-kV Power and Communication Circuits BPS-1A Substation IPS-2 Substation 1C Substation Modifications for AMS Ozone System
PHASE 3	Mead Substation Modifications Newport Switchyard Modifications Mead-Newport Overhead 230-kV Power and Communication Circuits Newport-Eastside Overhead 230-kV Power and Communication Circuits Mead-Eastside Overhead 230-kV Power and Communication Circuits
PHASE 4	Newport-RMPS-A-RMPS-B Underground 69-kV Power and Communication Circuits RMPS-B Substation Foothills-AMS-N Underground 69-kV Power and Communication Circuits AMS-N Substation Eastside-BPS-1B Underground 69-kV Power and Communication Circuits BPS-1B Substation 2A/2B Substation Modifications for Conversion to Supply from Power System IPS-1 Substation Modifications for Conversion to Supply from Power System
EXISTING SNWA FACILITIES (added 2/25/00)	IPS-1A 69-kV Substation 1A/1B 69-kV Substation 2A/2B 69-kV Substation SNWA-owned portion of Sloan 69-kV Substation SNWA-owned portion of Lamb 69-kV Substation
EXISTING SNWA FACILITIES (added 3/7/00)	SNWA-owned portion of PS-3 69-kV Substation SNWA-owned portion of PS-4 69-kV Substation SNWA-owned portion of PS-5 69-kV Substation SNWA-owned portion of PS-6 69-kV Substation SNWA-owned portion of Hacienda PS 69-kV Substation

<b>CONVERSION PHASE</b>	<b>COMPONENT</b>
NEW SNWA INTERCONNECTION FACILITIES (added 8/11/15)	SNWA-owned interconnection facilities for River Mountains Solar LLC (14 MW)
EXISTING SNWA SOLAR FACILITIES (added 8/18/15)	<p>Solar-covered carports located at Alfred Merritt Smith Water Treatment Facility</p> <p>Solar-covered carports located at the laboratory parking lot at River Mountains Water Treatment Facility</p> <p>Solar-covered carports located at the Operations &amp; Maintenance parking lot at River Mountains Water Treatment Facility</p> <p>Three 2-axis tracking concentrated solar photovoltaic units located at River Mountains Water Treatment Facility</p> <p>Solar panels and inverters located at the Wahoo Ranch in Ely, Nevada</p>
EXISTING SNWA FACILITIES (added 2/22/16)	L3PS 69/13.8-kV Substation and associated 69-kV supply circuits
NEW SNWA FACILITIES (added 4/22/21)	SNWA-owned Boulder Flats Switchyard and Line Extension for Boulder Flats Solar (113 MW)
NEW SNWA FACILITIES (added 4/11/23)	SNWA-owned Monthill Substation located at Campbell Reservoir



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF DECEMBER 12, 2023**

**SUBJECT:** *For Possible Action:* Consideration of and possible action regarding update on Basic Water Company bankruptcy and Assignment, Assumption and Consent Agreement among the Colorado River Commission of Nevada, Basic Water Company, and Henderson WC LLC., of existing hydropower contracts and related agreements.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission grant staff the authority to execute ancillary documents to effectuate the transfer of the contracts.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

Staff will provide an update on the bankruptcy and transfer of contracts from Basic Water Company to Henderson WC LLC. Staff requests authority to prepare and execute ancillary documentation to effectuate the transfer of the contracts.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF DECEMBER 12, 2023**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve contract CRCMH-03 between successful bidder, Peak Substation, LLC, and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2539 for Monthill Substation for Vacuum Medium-Voltage Circuit Breaker.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve solicitation 69CRC-S2539 and award the contract CRCMH-03 to Peak Substation, LLC for a Vacuum Medium Voltage Circuit Breaker for the Monthill Substation project and authorize the Executive Director to sign the contract CRCMH-03 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 assist in the design, procure, and construct a new substation at Monthill. The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the Monthill project.

**B. Background of Bid/Procurement**

On October 10, 2023, bid solicitation 69CRC-S2539 was posted in NevadaEPro. Bid solicitations were sent to 29 vendors registered with NevadaEPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on November 13, 2023. One quote was received through NevadaEPro from a qualified bidder. The evaluation team had no technical exceptions and recommended approval.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of a Vacuum Medium Voltage Circuit Breaker. The Equipment will be purchased by the CRCNV pursuant to NRS 538.161 (2) and the CRCNV’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project 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.



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

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# **Monthill Substation**

**Contract No. CRCMH-03  
Vacuum Medium-Voltage Circuit Breaker (MVCB)**

## **Bid Documents and Specifications**

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Issue: For Award  
December 12, 2023

# MONTHILL SUBSTATION

## Contract No. CRCMH-03 Vacuum Medium-Voltage Circuit Breaker (MVCB)

### Bid Documents and Specifications

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

Additional copies of documents may be requested by electronic mail to [crcadmins@crc.nv.gov](mailto:crcadmins@crc.nv.gov).

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

### **2. Equipment.**

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

15 kV voltage class medium-voltage circuit breaker, outdoor, free-standing, dead-tank design, comprised of three (3) group-operated poles, with a common stored-energy operating mechanism, operating at a maximum voltage of 15.5 kV in a non-coastal environment up to 3,300-feet. The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-1100 of this Contract.

**3. Questions Regarding Request for Bid.**

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

**4. Pricing and Security.**

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

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

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

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

Date: October 9, 2023

By:



---

Robert D. Reese

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

November 13, 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 CRCNV is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chap. 239 of *Nevada Revised Statutes* [NRS]). All of the CRCNV's records are public records (unless otherwise declared by law to be confidential), which are subject to inspection and copying by any person. Bidders are advised that after a bid is received by the CRCNV, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential.

### **4. Submission of Bids.**

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

### **5. Evaluation of Bids.**

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

**6. Rejection of Bids.**

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

**7. Signing of Contract.**

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

**8. Performance Bond.**

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



**SECTION 300  
BID FORM**

**1. Project Identification:**

Monthill Substation  
Contract No. CRCMH-03  
Vacuum Medium-Voltage Circuit Breaker (MVCB)

**2. This Bid is Submitted By:**

Name: Peak Substation Services, LLC.  
Address: 801 1<sup>st</sup> Ave North  
Birmingham, AL 35203

**3. This Bid is Submitted To:**

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

**4. Bid Terms and Conditions.**

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. 69CRC69-VQ14576	Dated 11/13/2023
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 CRCNV or others, including the off-loading or installation of Equipment for which this Bid is submitted.
- 4.3.5 Bidder has given CRCNV written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by CRCNV is acceptable to Bidder. The Contract Documents are sufficient to indicate and convey understanding to Bidder of all its terms and conditions for performing and furnishing the Equipment for which this Bid is submitted.
- 4.3.6 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CRCNV.

## **5. Bid Price.**

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

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

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

<b>Bid Item</b>	<b>Specification Section</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>	<b>Proposed Manufacturer</b>	<b>Delivery - Weeks After N-T-P*</b>
401	1000	Medium Power vacuum circuit breaker, 15 kV, 1200 A, 25 KAIC as described in Specification No. 33 77 23. F.O.B. Monthill Substation 4095 E. Flamingo, Las Vegas, NV 89121.	Each					
<b>CONTRACT PRICE</b>								


\*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: PEARL SUBSTATION SERVICES  
(Corporation Name)

By:   
(Signature of Authorized Person)

Jason Harris  
(Printed Name and Title)

Business Address:

801 1<sup>ST</sup> AVE NORTH

PRICHARD, AL 35203

Phone

No. 877-324-0909 x1

Fax No.

205-324-0955

Email:

jharris@pearlsubstation.com

This Bid is Submitted On: 11/13/2023

**SECTION 320**  
**BID ADDENDUM**

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

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 400  
CONTRACT NO. CRCMH-03  
MONTHILL SUBSTATION**

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

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

**1. Agreement to Provide Equipment**

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

<b>Bid Item</b>	<b>Description</b>
401	Medium Power vacuum circuit breaker, 15 kV, 1200 A, 25 KAIC as described in Specification No. 33 77 23. F.O.B. Monthill Substation 4095 E. Flamingo, Las Vegas, NV 89121.

**2. Definitions**

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCMH-03, Vacuum Medium-Voltage Circuit Breaker (MVCB); section 500, Performance Bond; and the Specifications contained in section 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 CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

2.11 "Project" means the Monthill Substation.

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

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

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

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



### **3. CRCNV's Representative**

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

3.2 The address of the CRCNV's Representative is:

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

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

### **4. Contractor's Representative**

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

### **5. Contract Price**

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

### **6. Commencement and Completion of Performance**

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

### **7. Payment Procedures**

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

**7.2 Procedure for Progress Payments.** CRCNV 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 CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.6 If the CRCNV 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 CRCNV's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, CRCNV may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the CRCNV'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 CRCNV, at CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

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

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

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

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

## **12. Liquidated Damages**

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

Bid Item	Description	Liquidated Damages, Per Day
401	Medium Power vacuum circuit breaker, 15 kV, 1200 A, 25 KAIC as described in Specification No. 33 77 23. F.O.B. Monthill Substation 4095 E. Flamingo, Las Vegas, NV 89121.	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed by Contractor must not exceed the Contract Price. The CRCNV 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 CRCNV may have in law, equity or otherwise and must survive the completion of the Contractor's performance of the Work.

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

#### **13.4 Minimum Scope and Limits of Insurance.**

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

##### **1. Commercial General Liability – Occurrence Form**

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

### Minimum Requirements:

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

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

### 2. Automobile Liability

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

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

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

### 3. Worker's Compensation and Employers' Liability

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

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

### 4. Builders' Risk Insurance or Installation Floater

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

- a. The Colorado River Commission of Nevada, shall be Insureds on the policy.
- b. Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for soft costs, flood, and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.

- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off-site.
- f. Policy shall contain a waiver of subrogation against the State of Nevada.
- g. Contractor is responsible for the payment of all policy deductibles.

**5. Transportation(Cargo) Insurance**

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

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

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

- 1. On insurance policies where the Colorado River Commission of Nevada, is named as an additional insured, the CRCNV shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.



- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

**13.13 Indemnification; Limited Liability.**

13.13.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, 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 CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

13.13.2 The CRCNV, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. 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 CRCNV 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.

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

#### **14. Risk Of Delay**

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

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

14.3 The CRCNV 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 CRCNV in writing, the CRCNV shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the CRCNV. 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 CRCNV as provided for herein, until one year after the CRCNV's Final Acceptance of the Equipment and Final Payment of the Contractor.

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

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

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

## **16. Taxes.**

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

## **17. Unemployment Compensation.**

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

## **18. Discrimination.**

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

## **19. Disputes.**

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

## **20. Waiver of Claims.**

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

## **21. Notices.**

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

Colorado River Commission of Nevada  
c/o Executive Director  
555 E. Washington Ave., Suite 3100  
Las Vegas, NV 89101-1065  
Email: [CRCAdmins@crc.nv.gov](mailto:CRCAdmins@crc.nv.gov)

Peak Substation Services, LLC  
c/o National Sales Manager  
801 1<sup>st</sup> Ave North  
Birmingham, AL 35203  
Email: [jharris@peaksubstation.com](mailto:jharris@peaksubstation.com)

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

**22. Submission of Claims.**

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

**23. Assignment of Contract.**

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRCNV. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract 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 CRCNV and the Contractor for the performance of the Work. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. The Contractor is bound and must comply with each and every term, condition, and covenant set forth in the Contract Documents.

**30. Authority to Execute.**

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

**IN WITNESS WHEREOF**, the Contractor and the CRCNV have executed three duplicate originals of this Contract this 12<sup>th</sup> day of December 2023. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

**CONTRACTOR**

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
\_\_\_\_\_

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Puoy K. Premsrirut  
Chairwoman

ATTEST

\_\_\_\_\_  
Eric Witkoski  
Executive Director

Approved as to Form:

\_\_\_\_\_  
Michelle Briggs  
Special Counsel for Attorney General



**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

Peak Substation Services, LLC.  
801 1st Ave North  
Birmingham, AL 35203

**SURETY** (Name and Principal Place of Business):

**CRCNV** (Name and Address):

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

**CONTRACT**

Date:

Amount:

\$ \_\_\_\_\_

Description: Contract No. CRCMH-03,  
Monthill Substation

Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date):

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL** (Seal below)

Company:

\_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

**SURETY** (Seal below)

Company:

\_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

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

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

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

## **SECTION 600 SUMMARY OF THE WORK**

### **1. Project Description.**

1.1 Monthill Substation is a 69 kV facility that will be constructed in Southern Nevada.

### **2. Work Under This Contract.**

2.1 This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Vacuum Medium-Voltage Circuit Breaker (MVCB) 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 Monthill Substation 4095 E. Flamingo, Las Vegas, NV 89121.

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: [breeser@crc.nv.gov](mailto:breeser@crc.nv.gov)

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

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

**4. Work by the CRCNV.**

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

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

**5. Work Schedule.**

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

5.1.1 Work Schedule:

5.1.1.1 Compliance Submittals within forty-five (45) days after notice to proceed (see 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 January 06, 2026, and ending on or before February 27, 2026.

5.2 The anticipated Final Acceptance Date for all Equipment is March 31, 2026.

**6. Measurement and Payment.**

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

**7. Copies Of Documents.**

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

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

## **SECTION 700 SUBMITTALS**

### **1. General Information.**

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

#### **1.2 Submittal Types:**

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

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

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

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

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

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

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

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

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

## **2. Compliance Submittals.**

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Procedure Submittals.**

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

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

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

## **SECTION 800 EQUIPMENT**

### **1. Quality Assurance.**

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

## **2. Transportation and Handling.**

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

### **3. Storage and Protection.**

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

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

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

## **SECTION 900 MANUFACTURER'S FIELD SERVICE**

### **1. Services Required.**

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

**SECTION 1000**  
**33 77 23**  
**Vacuum Medium-Voltage Circuit Breaker**

**SECTION 1100**  
**Drawing List**

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>
ESX11	Electrical One Line Relaying Diagram
ESX12	Electrical One Line Relaying Diagram
ESX21	Electrical Three Line Diagram Metering
ESX22	Electrical Three Line Diagram HVCB 52TA
ESX23	Electrical Three Line Diagram HVCB 52TB
ESX24	Electrical Three Line Diagram Transformer TA
ESX25	Electrical Three Line Diagram Transformer TB
ESX26	Electrical Three Line Diagram MVCB 52MA, PT-MA & SSVT-TA
ESX27	Electrical Three Line Diagram MVCB 52MA, PT-MA & SSVT-TB

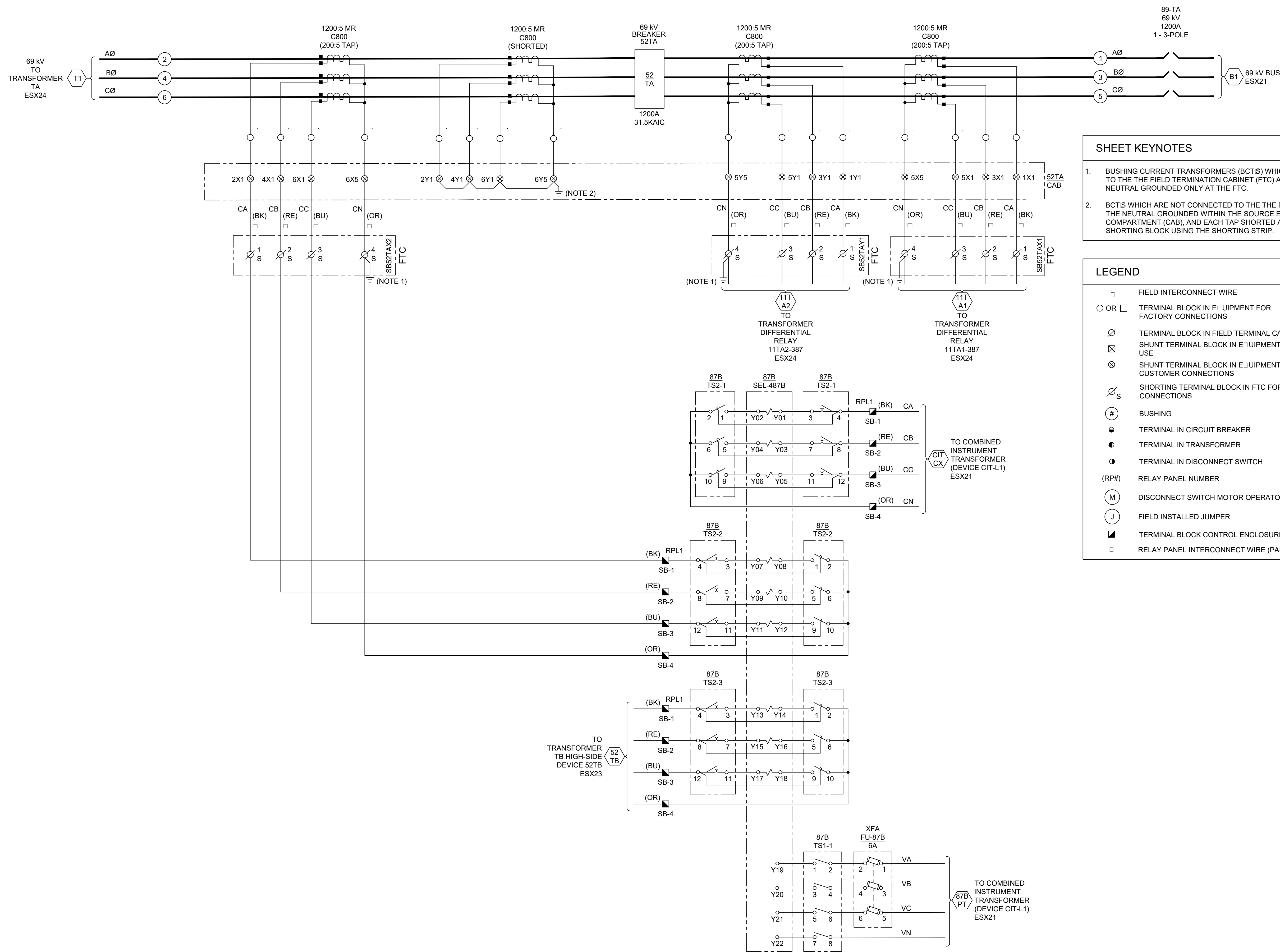












- SHEET KEYNOTES**
- BUSHING CURRENT TRANSFORMERS (BCT'S) WHICH ARE CONNECTED TO THE THE FIELD TERMINATION CABINET (FTC) ARE TO HAVE THE NEUTRAL GROUNDED ONLY AT THE FTC.
  - BCT'S WHICH ARE NOT CONNECTED TO THE THE FTC ARE TO HAVE THE NEUTRAL GROUNDED WITHIN THE SOURCE EQUIPMENT CONTROL COMPARTMENT (CAB), AND EACH TAP SHORTED AT THE CAB SHORTING BLOCK USING THE SHORTING STRIP.

- LEGEND**
- FIELD INTERCONNECT WIRE
  - OR □ TERMINAL BLOCK IN EQUIPMENT FOR FACTORY CONNECTIONS
  - ⊗ TERMINAL BLOCK IN FIELD TERMINAL CABINET (FTC)
  - ⊗ SHUNT TERMINAL BLOCK IN EQUIPMENT FOR FACTORY USE
  - ⊗ SHUNT TERMINAL BLOCK IN EQUIPMENT FOR CUSTOMER CONNECTIONS
  - ⊗ S SHORTING TERMINAL BLOCK IN FTC FOR FIELD CONNECTIONS
  - # BUSHING
  - TERMINAL IN CIRCUIT BREAKER
  - TERMINAL IN TRANSFORMER
  - TERMINAL IN DISCONNECT SWITCH
  - (RP#) RELAY PANEL NUMBER
  - (M) DISCONNECT SWITCH MOTOR OPERATOR
  - (J) FIELD INSTALLED JUMPER
  - TERMINAL BLOCK CONTROL ENCLOSURE RELAY PANEL
  - RELAY PANEL INTERCONNECT WIRE (PANEL TO PANEL)

SOUTHERN NEVADA  
WATER AUTHORITY™

VERIFY SCALE  
1 1/2 0 1/2  
BAR REPRESENTS  
ONE AND ONE-HALF  
INCHES ON ORIGINAL

STAGE II RELIABILITY UPGRADES  
POWER SUBSTATION

ELECTRICAL  
THREE LINE DIAGRAM  
HV/CB 52/TA

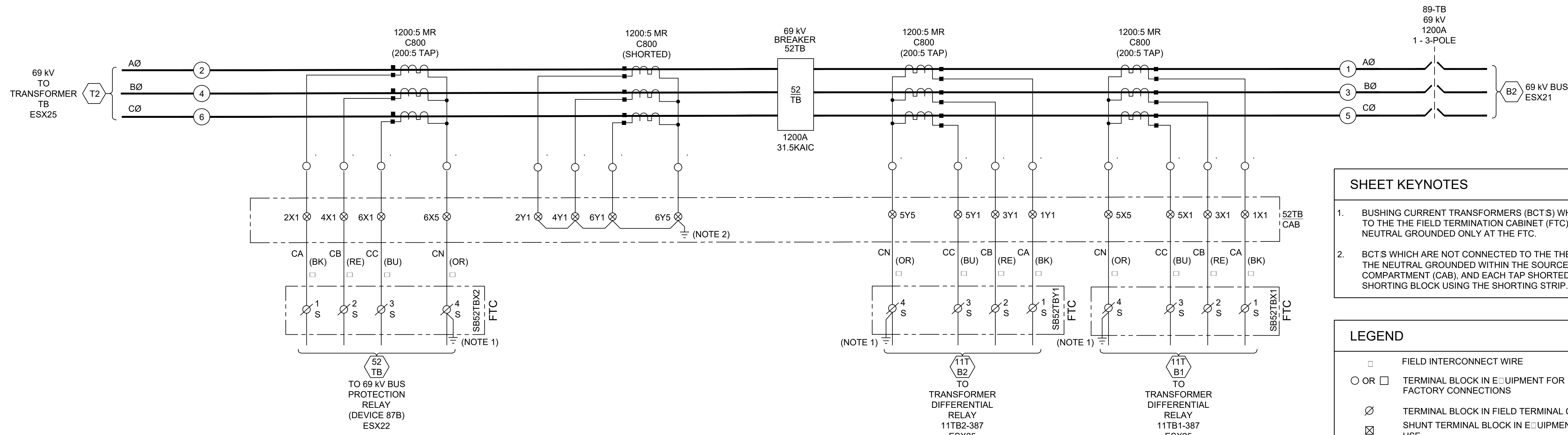
SCALE  
HORIZ SCALE  
VERT SCALE  
NTS

3010 West Charleston Blvd Ste 100  
Las Vegas NV 89102-1969  
Tel: 702-978-8010  
Fax: 702-978-7833

DRAWN BY: CHRIS IMAI  
CHECKED BY: KEN LONG

PROJECT: 3636S  
COMMIT: 010327.0.2  
DRAWING/NUMBER  
**ESX22**  
SHEET 2 OF 7

CLV DWG # \_\_\_\_\_



- SHEET KEYNOTES**
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  - BCT'S WHICH ARE NOT CONNECTED TO THE THE FTC ARE TO HAVE THE NEUTRAL GROUNDED WITHIN THE SOURCE EQUIPMENT CONTROL COMPARTMENT (CAB), AND EACH TAP SHORTED AT THE CAB SHORTING BLOCK USING THE SHORTING STRIP.

- LEGEND**
- FIELD INTERCONNECT WIRE
  - OR □ TERMINAL BLOCK IN EQUIPMENT FOR FACTORY CONNECTIONS
  - ⊗ TERMINAL BLOCK IN FIELD TERMINAL CABINET (FTC)
  - ⊗ SHUNT TERMINAL BLOCK IN EQUIPMENT FOR FACTORY USE
  - ⊗ SHUNT TERMINAL BLOCK IN EQUIPMENT FOR CUSTOMER CONNECTIONS
  - ⊗<sub>S</sub> SHORTING TERMINAL BLOCK IN FTC FOR FIELD CONNECTIONS
  - # BUSHING
  - TERMINAL IN CIRCUIT BREAKER
  - TERMINAL IN TRANSFORMER
  - TERMINAL IN DISCONNECT SWITCH
  - (RP#) RELAY PANEL NUMBER
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**SOUTHERN NEVADA  
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VERIFY SCALE

BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

STAGE II RELIABILITY UPGRADES  
POWER SUBSTATION

ELECTRICAL  
THREE LINE DIAGRAM  
HVCB 52TB

SCALE  
HORZ SCALE  
VERT SCALE  
NTS

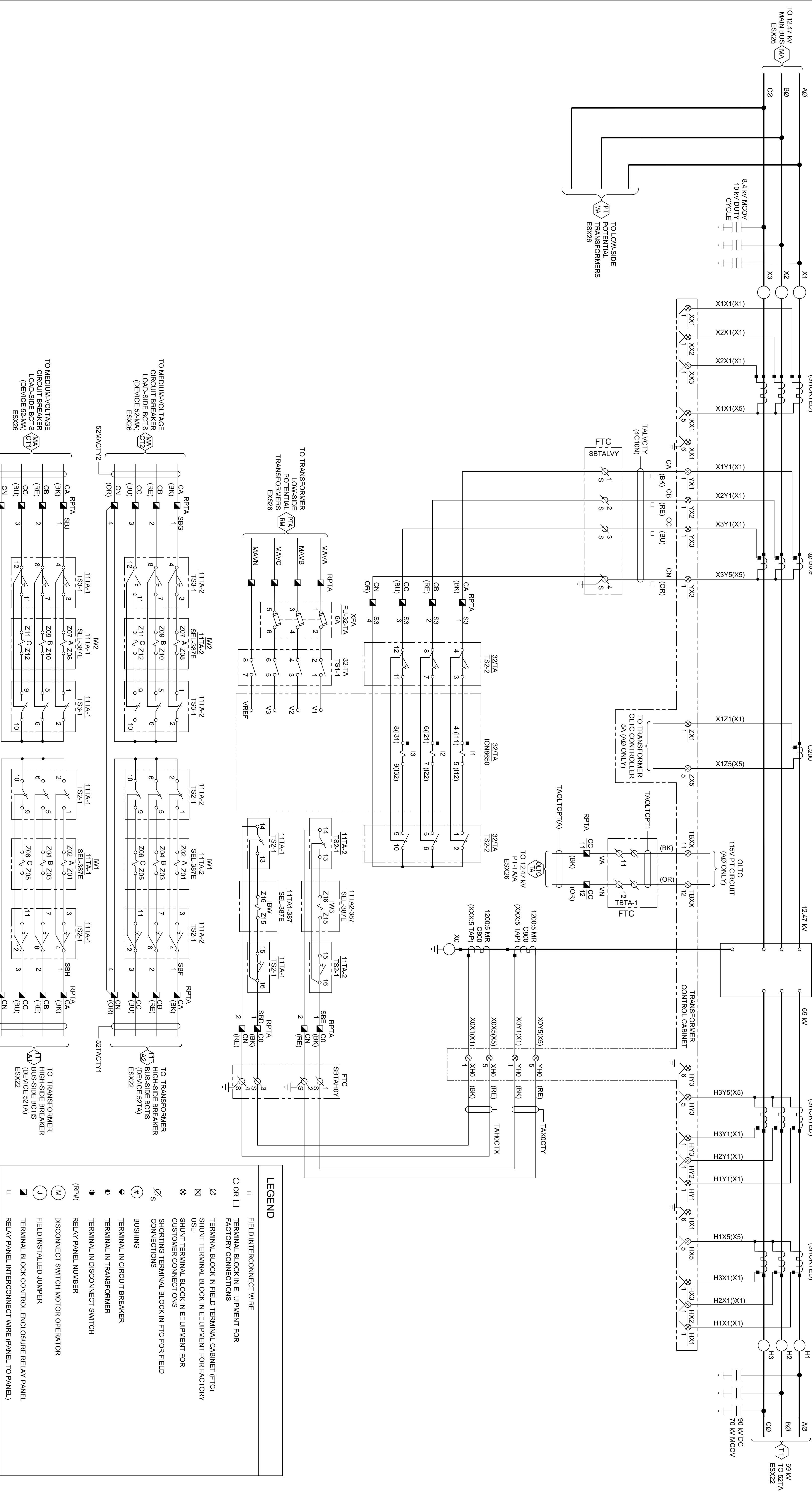
3010 West Charleston Blvd Ste 100  
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Tel: 702-978-8010  
Fax: 702-978-7833

DRAWN BY: CHRIS IMAI  
CHECKED BY: KEN LONG

PROJECT: 3636S  
COMMIT: 010327.0.2  
DRAWING/NUMBER  
**ESX23**  
SHEET 3 OF 7

CLV DWG # \_\_\_\_\_





**LEGEND**

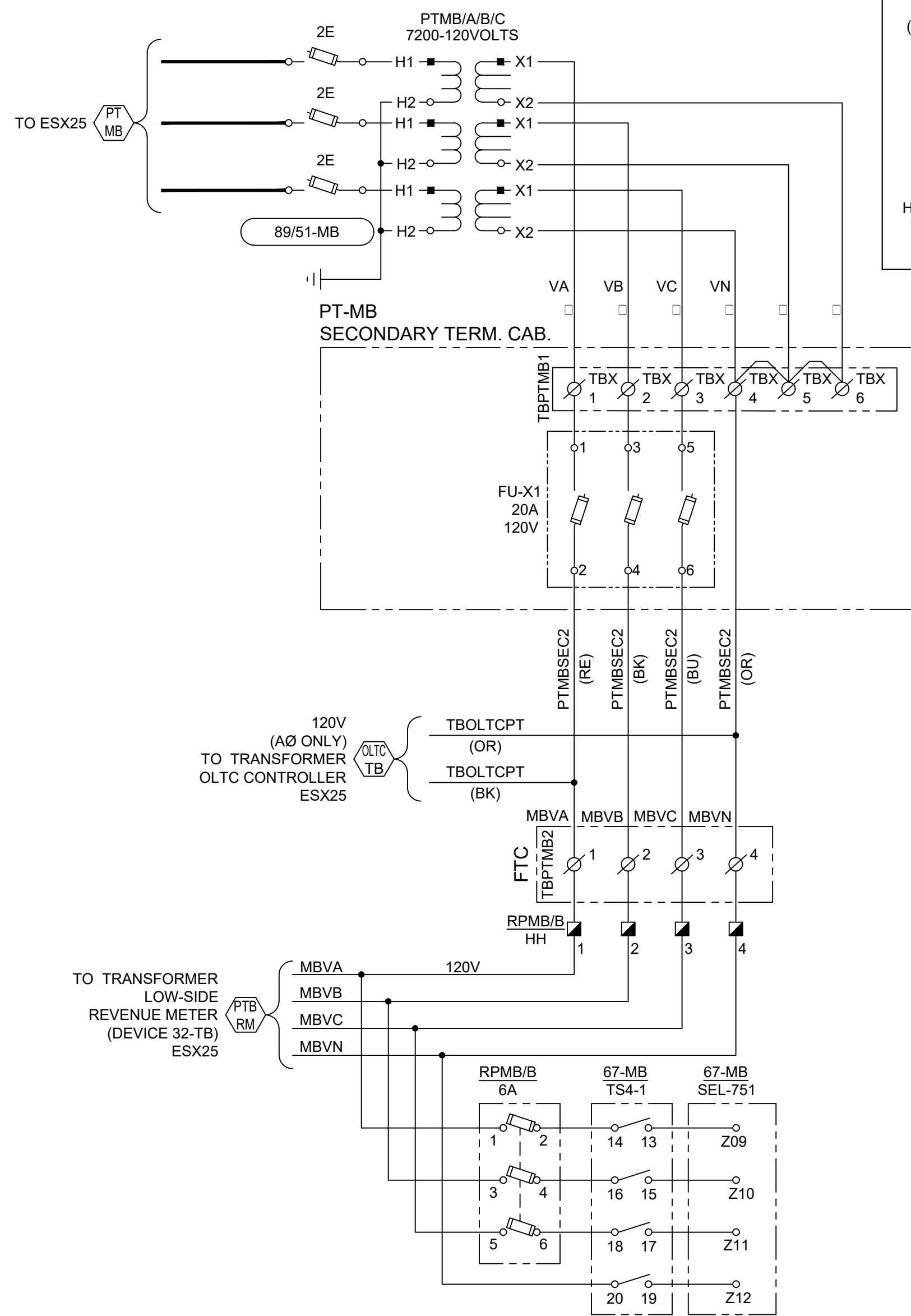
- FIELD INTERCONNECT WIRE
- OR □ TERMINAL BLOCK IN EQUIPMENT FOR FACTORY CONNECTIONS
- ∅ TERMINAL BLOCK IN FIELD TERMINAL CABINET (FTC)
- ⊠ SHUNT TERMINAL BLOCK IN EQUIPMENT FOR FACTORY USE
- ⊗ SHUNT TERMINAL BLOCK IN EQUIPMENT FOR CUSTOMER CONNECTIONS
- ⊘ SHORTING TERMINAL BLOCK IN FTC FOR FIELD CONNECTIONS
- # BUSHING
- TERMINAL IN CIRCUIT BREAKER
- TERMINAL IN TRANSFORMER
- TERMINAL IN DISCONNECT SWITCH
- (RP#) RELAY PANEL NUMBER
- (M) DISCONNECT SWITCH MOTOR OPERATOR
- (J) FIELD INSTALLED JUMPER
- TERMINAL BLOCK CONTROL ENCLOSURE RELAY PANEL
- RELAY PANEL INTERCONNECT WIRE (PANEL TO PANEL)











1. DO NOT GROUND DIFFERENTIAL RELAY CURRENT CIRCUIT AT LOCATION IN FTC.
2. BCTS WHICH ARE NOT CONNECTED TO THE THE FTC ARE TO HAVE THE NEUTRAL GROUNDED WITHIN THE SOURCE EQUIPMENT CONTROL COMPARTMENT (CAB), AND EACH TAP SHORTED AT THE CAB SHORTING BLOCK USING THE SHORTING STRIP.

<input type="checkbox"/>	FIELD INTERCONNECT WIRE
<input type="radio"/> OR <input type="checkbox"/>	TERMINAL BLOCK IN EQUIPMENT FOR FACTORY CONNECTIONS
<input type="checkbox"/>	TERMINAL BLOCK IN FIELD TERMINAL CABINET (FTC)
<input checked="" type="checkbox"/>	SHUNT TERMINAL BLOCK IN EQUIPMENT FOR FACTORY USE
<input checked="" type="checkbox"/>	SHUNT TERMINAL BLOCK IN EQUIPMENT FOR CUSTOMER CONNECTIONS
<input checked="" type="checkbox"/> S	SHORTING TERMINAL BLOCK IN FTC FOR FIELD CONNECTIONS
<input type="checkbox"/> #	BUSHING
<input type="checkbox"/>	TERMINAL IN CIRCUIT BREAKER
<input type="checkbox"/>	TERMINAL IN TRANSFORMER
<input type="checkbox"/>	TERMINAL IN DISCONNECT SWITCH
(RP#)	RELAY PANEL NUMBER
<input type="checkbox"/> M	DISCONNECT SWITCH MOTOR OPERATOR
<input type="checkbox"/> J	FIELD INSTALLED JUMPER
<input checked="" type="checkbox"/>	TERMINAL BLOCK CONTROL ENCLOSURE RELAY PANEL
<input type="checkbox"/>	RELAY PANEL INTERCONNECT WIRE (PANEL TO PANEL)
HS	HOOK STICK OPERATED DISCONNECT SWITCH

BAR REPRESENTS  
ONE AND ONE-HALF  
INCHES ON ORIGINAL

ELECTRICAL  
THREE LINE DIAGRAM  
MVCB 52MB, PT-MB & SSVT-TB

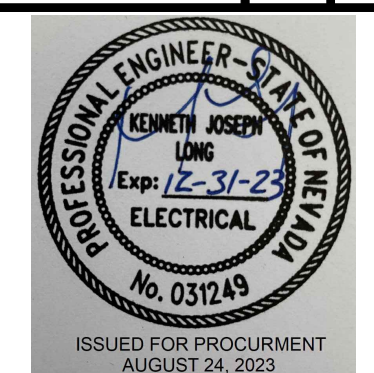
SCALE  
RIZ. SCALE  
NTS  
RT SCALE

3010 West Charleston Blvd Ste 100  
Las Vegas NV, 89102-1969  
Tel. 702-878-8010  
Fax. 702-878-7833

**DRAWN BY:**  
**CHRIS IMAI**

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**CHECKED BY:**



ESX27

SHEET 7 OF 7

CLV DWG #

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF DECEMBER 12, 2023**

<b>SUBJECT:</b> <i>For Information Only:</i> Update by Commission Staff on the financial audit for Fiscal Year 2023 being performed by Moss Adams.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

Staff will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF DECEMBER 12, 2023**

<b>SUBJECT:</b> <i>For Information Only:</i> Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

Staff will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF DECEMBER 12, 2023**

<b>SUBJECT:</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.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF DECEMBER 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.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM N  
FOR MEETING OF DECEMBER 12, 2023**

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

**STAFF COMMENTS AND BACKGROUND:**

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, January 9, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF DECEMBER 12, 2023**

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

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM O  
FOR MEETING OF DECEMBER 12, 2023**

<b>SUBJECT:</b> Adjournment.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**