

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM A  
FOR MEETING OF JUNE 11, 2024**

<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 JUNE 11, 2024**

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

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM C  
FOR MEETING OF JUNE 11, 2024**

<b>SUBJECT:</b> <i>For Possible Action:</i> Approval of minutes of the May 14, 2024, 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 May 14, 2024, meeting is enclosed for your review.

**The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, May 14, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.**

**COMMISSIONERS IN ATTENDANCE**

Commissioner	Allen J. Puliz
Commissioner	Cody Winterton
Commissioner	Dan H. Stewart
Commissioner	Justin Jones
Commissioner	Marilyn Kirkpatrick

**COMMISSIONERS PRESENT VIA TELECONFERENCE**

Chairwoman	Puoy K. Premsrirut
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**COMMISSIONERS NOT IN ATTENDANCE**

Vice Chairwoman	Kara J. Kelley
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**DEPUTY ATTORNEY(S) GENERAL**

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

**COMMISSION STAFF IN ATTENDANCE**

Executive Director	Eric Witkoski
Assistant Director, Energy Information Systems	Kaleb Hall
Assistant Director, Engineering and Operations	Shae Pelkowski
Assistant Director, Finance and Administration	Douglas N. Beatty
Assistant Director, Hydropower	Gail Bates
Assistant Director, Natural Resources	Warren Turkett, Ph.D.
Chief Accountant	Gail L. Benton
Hydropower Program Manager	Craig Pyper
Senior Energy Accountant	Andrew P Weart
Senior Energy Accountant	Hyelim Hong
System Coordinator	Chris Smith
Executive Assistant Manager	Gina L. Goodman
Office Manager	Noah Fischel
Administrative Assistant III	Tamisha Randolph
Administrative Assistant II	Joshua Cleveland

**OTHERS PRESENT: REPRESENTING**

City of Henderson  
College of Southern Nevada  
SPW Energy Efficiency Specialist  
NV Energy  
Overton Power District No. 5  
Summit Line Construction  
Summit Line Construction  
Schneider Electric

Christopher Boyd  
Tina Dobbs  
Arnold Etchemendy  
Jana Stewart  
Jonathon Dunninghoff  
Donald Gimbel  
Matt Clogston  
Franz Roesner

**COLORADO RIVER COMMISSION OF NEVADA**

**MEETING OF**

**MAY 14, 2024**

**INDEX**

<b><u>Agenda Item</u></b>	<b><u>Subject</u></b>	<b><u>Page No.</u></b>
A.	Roll Call / Conformance to Open Meeting Law.....	1
B.	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) .....	1
C.	<i>For Possible Action:</i> Approval of minutes of the April 9, 2024, meeting.....	1
D.	<i>For Possible Action:</i> Consideration of and possible action to approve contract CRCBF-14 between successful bidder, Summit Line Construction, Inc., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S265 for construction of a switchyard and ten-mile transmission line for Southern Nevada Water Authority's Boulder Flat Solar Project.....	1
E.	<i>For Possible Action:</i> Consideration of and possible action to approve Amendment No. 3 to contract SA-15-02 between Schneider Electric USA, Inc., and the Colorado River Commission of Nevada, for Substation Automation System Support Services to increase the amount of the contract from \$350,000 to \$550,000. ....	2
F.	<i>For Possible Action:</i> Consideration of and possible action to approve a lease agreement between Southern Nevada Water Authority and the Colorado River Commission of Nevada for office space for a term of two years from July 1, 2024, to June 30, 2026.....	2
G.	<i>For Possible Action:</i> Update on pending legal matters, including Federal Energy Commission or Public Utilities Commission of Nevada filing.....	3

<u>Agenda Item</u>	<u>Subject</u>	<u>Page No.</u>
H.	<i>For Information Only:</i> Status update from Staff on the hydrological condition f the Colorado River Basin, Nevada's consumptive use drought, and climate of the Colorado River water, basin negotiations, impacts on hydropower generation electrical construction activities and other developments on the Colorado River. ....	3
I.	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.....	3
J.	Comments and questions from the Commission members.....	3
K.	Selection of the next possible meeting date .....	3
L.	Adjournment.....	3

The Colorado River Commission of Nevada (Commission) meeting was called to order by Commissioner Kirkpatrick at 1:32 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.**

Commissioner Kirkpatrick asked if there were any comments from the public. There were none.

**C. For Possible Action: Approval of minutes of the April 9, 2024, meeting.**

Commissioner Stewart moved for approval the minutes of the April 9, 2024, meeting. The motion was seconded by Commissioner Puliz and approved by unanimous vote of those present.

**D. For Possible Action: Consideration of and possible action to approve contract CRCBF-14 between successful bidder, Summit Line Construction, Inc., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S265 for construction of a switchyard and ten-mile transmission line for Southern Nevada Water Authority's Boulder Flat Solar Project.**

Commissioner Jones was present on this item.

Mr. Witkoski introduced the new Assistant Director, Engineering and Operations, Shae Pelkowski, and gave a brief description of his experience.

Mr. Pelkowski then provided an update on the Boulder Flats project, explaining its purpose to support the Southern Nevada Water Authority (SNWA) in achieving its renewable energy goals. He detailed the construction of a new 10-mile-long transmission line and a switchyard, which will connect to the existing Mead Newport line.

**Commissioner Puliz moved for approval of the contract. The motion was seconded by Chairwoman Premsrirut and approved by unanimous vote.**



**E. *For Possible Action:* Consideration of and possible action to approve Amendment No. 3 to contract SA-15-02 between Schneider Electric USA, Inc., and the Colorado River Commission of Nevada, for Substation Automation System Support Services to increase the amount of the contract from \$350,000 to \$550,000.**

Mr. Witkoski explained the original contract was entered into in 2015 in the amount of \$350,000. The contract was amended two prior times, to extend the time of the contract and the amount authorized under the contract remained the same. He indicated the contract amount authorized will be exhausted by September of this year and Amendment No. 3 will add \$200,000 to the contract.

**Commissioner Jones moved for approval of Amendment No. 3. The motion was seconded by Commissioner Stewart and approved by unanimous vote.**

**F. *For Possible Action:* Consideration of and possible action to approve a lease agreement between Southern Nevada Water Authority and the Colorado River Commission of Nevada for office space for a term of two years from July 1, 2024, to June 30, 2026.**

Mr. Witkoski introduced the new lease agreement, which was then addressed by various commissioners.

Commissioner Premsrirut expressed her positive view on the lease agreement, noting that it meets the administrative needs of the office and provides a conducive space for conducting necessary business. She thanked Eric and the staff, as well as those at the Southern Nevada Water Authority for their assistance in securing the space within the desired timeframe.

Commissioner Puliz inquired about budget allocations for leasehold improvements, wondering if they were included in the lease, given the short time frames discussed previously. Mr. Witkoski mentioned that the lease arrangement allows for some minor constructions like adding a wall and a door, if necessary, but overall, there is not a significant build-out required.

Further discussions revolved around moving expenses, and it was noted that the state is expected to cover the moving cost.

Commissioner Kirkpatrick clarified that the financial aspects of the move and the lease could be absorbed within the current budget, emphasizing that this setup allows for a swift transition without additional financial requests.

Mr. Witkoski confirmed that everything was aligned with budget expectations after discussions with state budget officials, ensuring that the lease and associated costs were manageable within existing financial plans.

**Commissioner Puliz moved for approval of the lease agreement. The motion was seconded by Commissioner Winterton and approved by unanimous vote.**

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

David Newton, serving as special counsel, provided an update on the "Save the Colorado" legal matter during the commission meeting.

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

Warren Turkett, Assistant Director of Natural Resources gave a presentation on the latest hydrology and river updates. (Attachment A).

**I. 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.**

Commissioner Kirkpatrick asked if there were any comments or questions. There were none.

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

Commissioner Kirkpatrick asked if there were any comments or questions. There were none.

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

The next meeting is tentatively scheduled for 1:30 p.m. on June 11, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

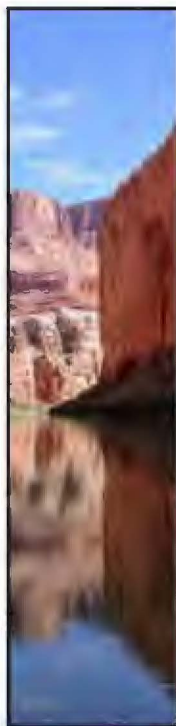
**L. Adjournment.**

**The meeting was adjourned at 1:58 p.m.**

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

APPROVED:

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



# Colorado River Commission of Nevada

## Hydrology and River Updates

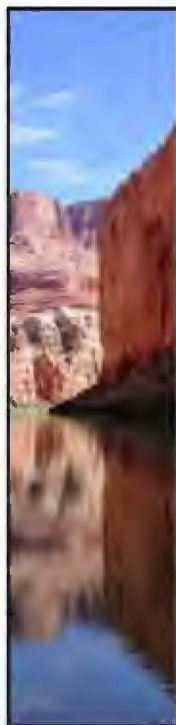
Warren Turkett

May 14, 2024

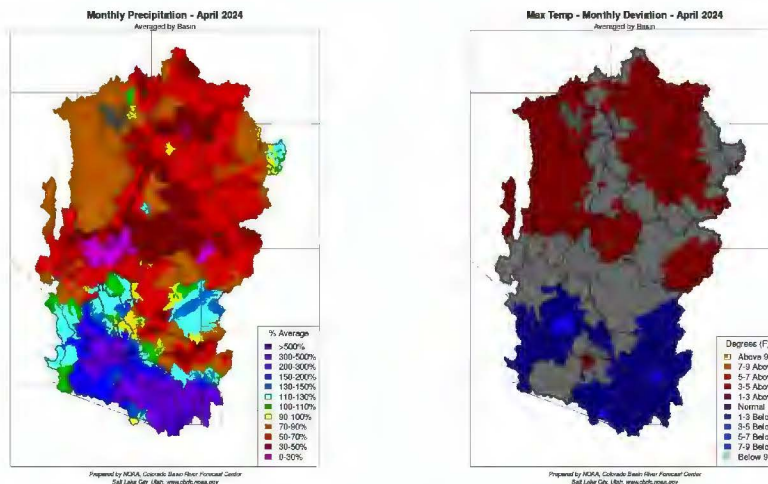


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## Precipitation and Temperature

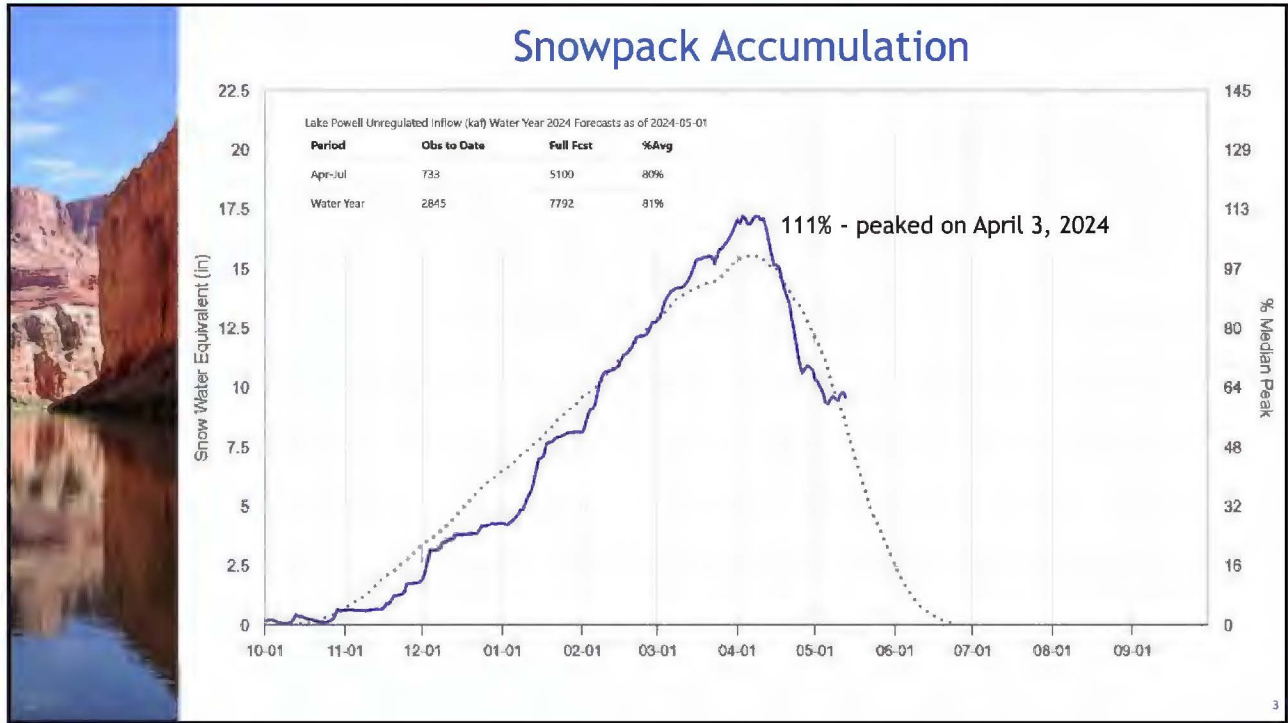


Lake Powell %Average Precipitation Water Year 2024

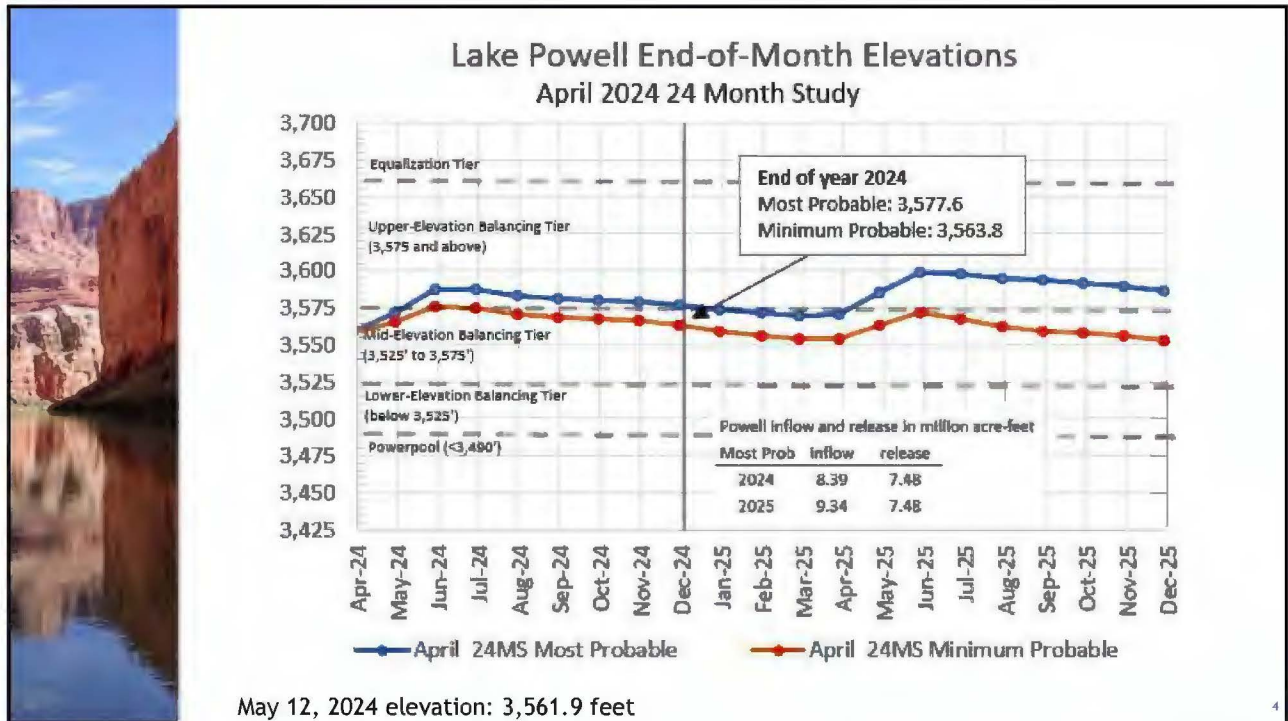
Area	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Water Year
UC-Powell	92	56	76	120	137	130	69	97

2

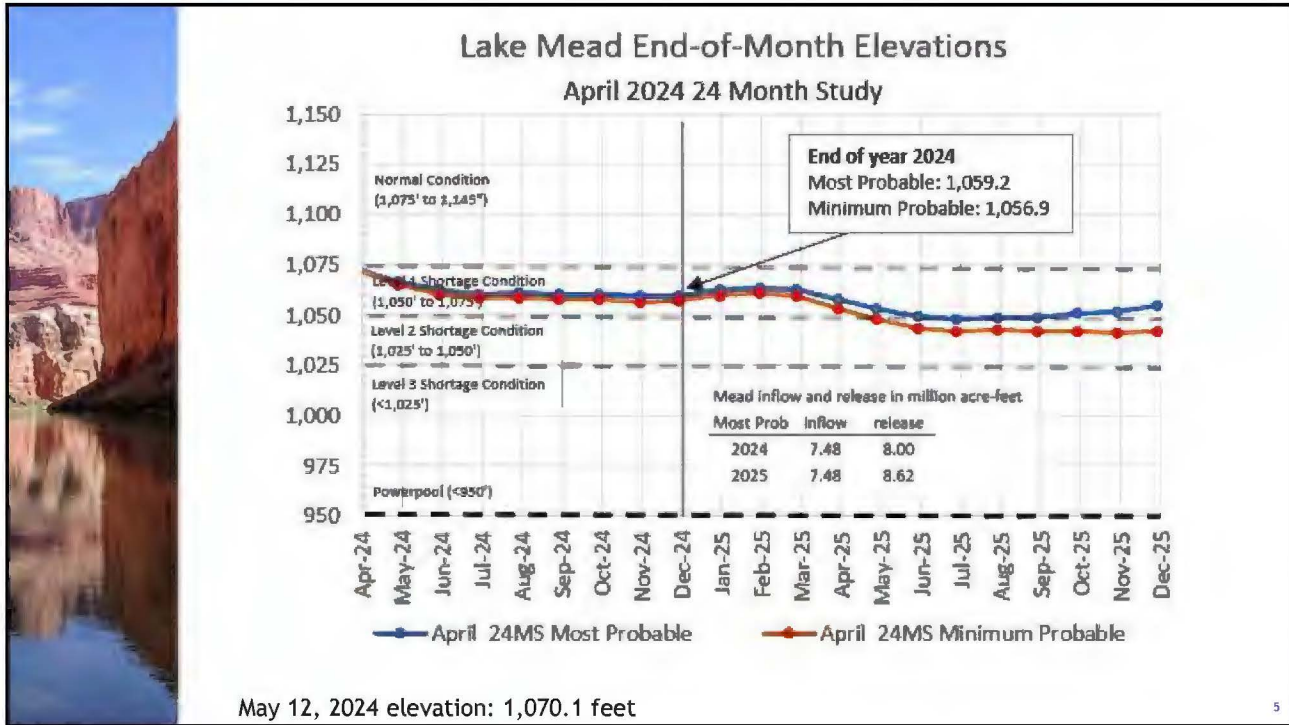
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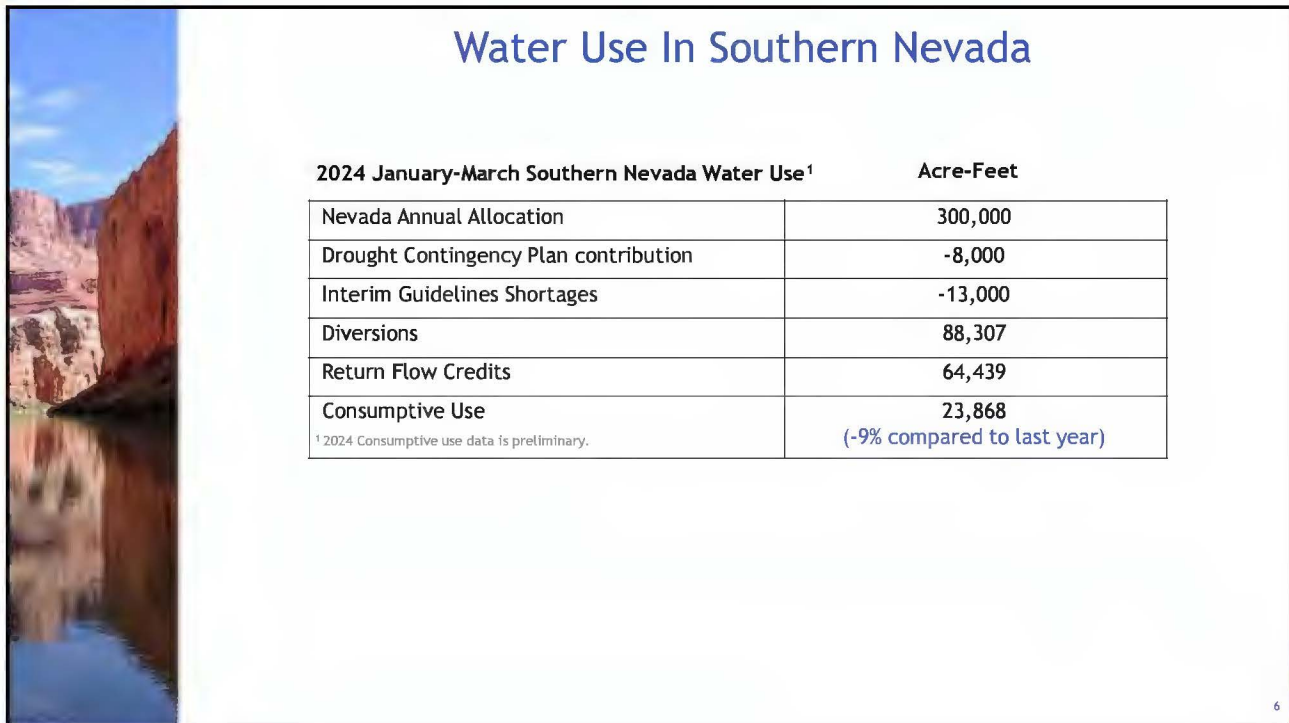
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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM D  
FOR MEETING OF JUNE 11, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve contract CRCGV-02 between successful bidder, Peak Substation Services, LLC., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2782 for the Garnet Valley project for structural steel framework in the amount of \$1,030,500.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract 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 as part of the Garnet Valley project. The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the Garnet Valley project.

**B. Background of Bid/Procurement**

On March 3, 2024, bid solicitation 69CRC-S2782 was posted in Nevada-EPro. Bid solicitations were sent to 29 vendors registered with Nevada-EPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on May 13, 2024. One quote was received through Nevada-EPro from a qualified bidder. The evaluation team had no technical exceptions and recommended approval.

The proposed Contract is for structural steel framework for the substation project. 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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# **Garnet Valley Water System - 2920 Substation**

**Contract No. CRCGV-02  
Material and Equipment**

**Bid Documents and Specifications**

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For Award:  
June 11, 2024

**GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION**

**Contract No. CRCGV-02  
Material and Equipment**

**Bid Documents and Specifications**

**TABLE OF CONTENTS**

<b><u>Item</u></b>	<b><u>Section</u></b>
Request for Bids .....	100
Bid Instructions .....	200
Bid Form .....	300
Bid Addendum .....	320
Bid Clarification.....	340
Contract No. CRCGV-02, Material and Equipment.....	400
Performance Bond.....	500
Summary of the Work .....	600
Submittals.....	700
Equipment .....	800
Manufacturer's Field Service .....	900
Certification Sheet and Specifications for Material and Equipment.....	1000
Drawing List.....	1100



## **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:

The structures for substations shall consist of manufacturer designed structural steel frame-work for mounting and connecting all equipment in accordance with attached drawings. Items supplied by others are given for information purposes only. Structures shall be provided as shown on the drawings. Arrangement of all circuits and static masts shall be as shown on the plans. Structures shall be designed for the loads given in Section 1.15 of Section 1000 (Certification Sheet and Specifications for Material and Equipment).

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: 03/29/2024

By: 

---

Shae Pelkowski

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

05/13/2024

## **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:**

Garnet Valley Water System - 2920 Substation  
Contract No. CRCGV-02  
Material and Equipment

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

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

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

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

**4. Bid Terms and Conditions.**

4.1 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with the 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. 69CRC-VQ15330	Dated 5/13/2024
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.

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15 and as described in Specification No. 33 72 73. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	Lot	1,030,500.-	1	1,030,500.-	FEALC	28 wks
<b>CONTRACT PRICE</b>						1,030,500.-		


\*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, LLC  
(Corporation Name)

By:   
(Signature of Authorized Person)

JASON HARRIS SALES MANAGER  
(Printed Name and Title)

Business Address:

801 1ST AVE NORTH  
BIRMINGHAM, AL 35203

Phone No.

205-324-0909 x1

Fax No.

205-324-0955

Email:

jharris@pearlsubstation.com

This Bid is Submitted On: May 13, 2024



**SECTION 320  
BID ADDENDUM**

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

**SECTION 340  
BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 400  
CONTRACT NO. CRCGV-02  
GARNET VALLEY WATER SYSTEM - 2920 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	Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15 and as described in Specification No. 33 72 73. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).

**2. Definitions**

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

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

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

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

2.5 “Contract Documents” means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 400, Contract No. CRCGV-02, Material and Equipment; 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 Garnet Valley Water System - 2920 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. Shae Pelkowski, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

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

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

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

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

#### **5. Contract Price**

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

#### **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:

<b>Bid Item</b>	<b>Description</b>	<b>Liquidated Damages, Per Day</b>
401	Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15 and as described in Specification No. 33 72 73. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	\$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 **Shae Pelkowski, 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.

F. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

**13.12 Indemnification; Limited Liability.**

13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of 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.

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

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

## 14. Risk Of Delay

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

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

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 \_\_\_\_\_ day of \_\_\_\_\_, 2024. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

CONTRACTOR PEAK SUBSTATION SERVICES, LLC  
By: [Signature] JOHN HARVEY  
Its: SALES MANAGER

ATTEST

Willi Davis  
DIA. OF ESTIMATION

**COLORADO RIVER COMMISSION OF NEVADA**

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

ATTEST

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

Approved as to Form:

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

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

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

**CRCNV** (Name and Address):

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

**CONTRACT**

Date:

Amount:

\$

Description: Contract No. CRCGV-02,  
Garnet Valley Water System - 2920 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 Garnet Valley Water System – 2920 Substation is a 12.47kV to 4.16kV substation serving the Southern Nevada Water Authority 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 Material and Equipment 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 Las Vegas, NV (36.308883°, -114.989844°).

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

Mr. Shae Pelkowski  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [spelkowski@crc.nv.gov](mailto:spelkowski@crc.nv.gov)

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

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

**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. CRCGV-02.



4.2 The CRCNV will test Equipment supplied under this Contract No. CRCGV-02, 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 dates to be proposed by Contractor based on current equipment lead time.

5.2 The anticipated Final Acceptance Date for all Equipment is 10/01/2025.

**6. Measurement and Payment.**

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

**7. Copies Of Documents.**

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

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

## **SECTION 700 SUBMITTALS**

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

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

#### 1.2 Submittal Types:

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

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

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

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

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

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

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

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

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

## **2. Compliance Submittals.**

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2 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.

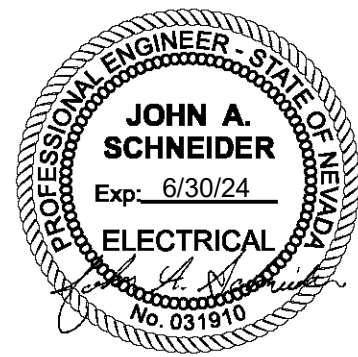
1.2.2.3 Supervise the initial start-up, operational check, and any required adjustments of the Equipment.

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 72 73**  
**Material and Equipment**



SECTION 33 72 73  
MATERIAL AND EQUIPMENT

**PART 1 - GENERAL**

- A. These Specifications describe the types, sizes and characteristics of the various materials required for the construction of the substation for the Owner.
- B. The structures for substations shall consist of manufacturer designed structural steel frame-work for mounting and connecting all equipment in accordance with attached drawings. Items supplied by others are given for information purposes only. Structures shall be provided as shown on the drawings. Arrangement of all circuits and static masts shall be as shown on the plans. Structures shall be designed for the loads given in Section 1.15.
- C. Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15.
- D. The Bidder shall provide unit prices for the items listed on Schedule I (attached) with the bid proposal.
- E. Drawings for approval shall be submitted after the award of the contract: general arrangement drawings showing structures with all equipment, buses, etc. mounted thereon; elevation and erection drawings sufficient to show all details required to construct the substation as designed; shop drawings of the structures and equipment.

**1.1 SCOPE**

- A. This specification describes material and equipment to be furnished for construction of a complete substation with all associated material and equipment.

**1.2 DEFINITION OF TERMS**

- A. "Bidder", "Supplier", and "Seller" shall be considered synonymous terms and shall mean person, firm or corporation with whom Owner may enter into contract for execution of work specified.

- B. "Owner" shall mean:  
Southern Nevada Water Authority  
100 City Parkway, Suite 700  
Las Vegas, NV 89106  
(702) 862-3786

Colorado River Commission of Nevada  
Attn: Bob Reese  
555 E Washington Avenue  
Las Vegas, NV 89101

(702) 486-2670  
breese@crc.nv.gov

- C. "Engineer" shall mean:  
HDR Engineering, Inc.  
Attn: John Schneider  
Project Manager  
3231 Greensboro Drive, Suite 200  
Bismarck, ND 58503  
Phone: (701) 557-9711  
john.schneider@hdrinc.com
- D. "Work" shall mean work to be done in the course of construction and furnishing materials and equipment under the Material Contract, unless some other meaning is indicated by the context.

### 1.3 INTENT OF SPECIFICATIONS

- A. To set forth requirements of performance, type of equipment desired, standards of materials and construction, tests to be made, and guarantees to be met.
- B. To require Seller to furnish all materials and equipment and perform all work and services described in the contract documents, unless otherwise specifically indicated.
- C. To require Seller to provide complete and operable equipment in spite of omission of specific reference to any minor component part.
- D. To require Seller to provide new materials and equipment.

### 1.4 INTERPRETATION OF SPECIFICATIONS

- A. Seller shall report any errors or ambiguities in specifications to the Engineer as soon as detected. Engineer will answer questions and interpret the intended meaning of the specification. Engineer's interpretation shall be accepted as final.

### 1.5 METHOD OF BIDDING

- A. Equivalent products:
1. Whenever specifications or plans call for item of material or equipment by manufacturer's name and type, "or equal", it is intended that products of equal quality and performance by other manufacturers may be substituted, subject to the approval of the Engineer.
  2. Furnish drawings or other data as required to indicate all modifications resulting from use of such substitute items. Furnish general arrangement drawings, full descriptive data, and other information required to demonstrate to Engineer that material or equipment proposed is, in fact, equal to that specified. Burden of proof of equality shall in all cases remain with Seller. Final approval of the substitution shall be made by the Engineer.
  3. Abide by Engineer's decisions when proposed substitutions of material or equipment are deemed to be unacceptable.

4. Owner may consider such factors as over-all project arrangement, over-all project cost, and similar factors in determining acceptability of proposed substitutions.
  5. Approval of substitutions shall not relieve Seller of responsibility for providing workmanship, material, and equipment equal to that specified.
- B. Form of bid price submittal:
1. Unit prices for all items to be furnished and delivered under this specification shall be provided on Schedule I. Lump sum prices for each schedule shall be provided on Summary of Proposal.
  2. Bid price shall cover complete work described in specifications, including costs incidental thereto, unless specifically indicated otherwise.

## 1.6 DATA TO ACCOMPANY BIDS

- A. A complete Equipment Contract and Summary of Proposal, as bound in the front of this specification, shall be properly completed and submitted to the Engineer, along with all other material listed below. All items to be submitted shall be sent to the Engineer no later than the time and date specified.
1. Any exceptions taken by the Bidder to the Specifications, Equipment Contract, or Summary of Proposal at time of bid shall be clearly and simply stated or summarized, in a specially prepared letter of transmittal attached to and made a part of the Summary of Proposal. **Note: Manufacturer's "standard conditions of sale" catalog pages are not acceptable for purposes of stating exceptions to the specifications.**
  2. Bidder shall complete one copy of the "Summary of Proposal" for each alternative bid or proposal submitted. Additional copies may be prepared by photocopying the blank "Summary of Proposal" pages. Bidder shall clearly identify each summary by alternate number.
- B. Bidder's proposal shall also contain, as a minimum, one copy of the following:
1. Manufacturer's specifications, guarantees, and descriptive data on equipment proposed.
  2. Itemized list of special tools and spare parts which Bidder proposes to furnish.
  3. Outline drawings showing general arrangement, approximate dimensions, space requirements and clearance, and approximate weights of proposed equipment.
  4. Standard and specified accessories and instruments to be furnished separately shall be listed in detail. List shall clearly define those items to be shipped separately. It is understood that all items not so listed shall be shipped, mounted and connected. Use Summary of Proposal for listing.
  5. Complete copy of the warranty the Bidder will offer.

## 1.7 PROPOSAL SUBMITTAL

- A. Proposals submitted by the Bidder shall be signed and dated. The proposal for supplying the equipment and material covered in this specification shall be accompanied by a list describing any substitutions, deletions, additions, or exceptions to items described in Sections 1.15 through 1.16 of this specification. Material delivery dates shall be included with the proposal.

- B. Bidder's quotations shall include delivery of all equipment and materials to the job site. All correspondence, questions, subsequent drawings and transmittals shall be directed to the Engineer.

## 1.8 EQUIPMENT GUARANTEE

- A. Without limiting any other provision of this specification regarding guarantees, guarantee the equipment as follows:
  - 1. Seller shall guarantee to the Owner that the complete substation, together with all parts included in the original purchase, is free of defect in workmanship and materials and is capable of continuous and satisfactory performance when operated in accordance with the instructions provided by the Seller at the specified rating and capacity.
  - 2. Guarantee shall cover all freight by common carrier in full and the costs of removal from the site and reinstallation after repair. If the Owner's contractor can repair any defect to the satisfaction of the Engineer, the guarantee shall cover all associated costs provided the Seller is notified in advance of the defect.

## 1.9 DELIVERY AND SHIPMENT

- A. Bid shall include delivery F.O.B. jobsite, freight prepaid, with final destination delivery date as specified by the Seller in the Summary of Proposal.  
Project Location: Las Vegas, NV (36.308883°,-114.989844°)
- B. All material shall be clearly marked as follows:  
Apex Substation  
Southern Nevada Water Authority  
Las Vegas, Nevada
- C. The Seller shall notify the Owner and Engineer when equipment is ready for shipment. Such notice shall include projected routing and estimated time in transit. Notice shall be provided 48 hours prior to delivery.
  - 1. All equipment in this Contract with a common delivery destination shall be made in a common shipment. The Seller shall be responsible for all incidental costs incurred by the Owner due to separate shipments of such equipment.
  - 2. Immediately after shipment, Seller shall notify the Owner and Engineer of transportation carrier and all transfers and references to permit follow-up on status of shipment and delivery.
  - 3. The Seller shall investigate all limitations in regard to shipping the equipment F.O.B. destination.
  - 4. Equipment damaged in shipment will be refused on delivery and it will be the Seller's responsibility to arrange for prompt repair or replacement to the standards of new equipment. The Seller will not be relieved of the responsibility of delivering undamaged equipment even if the damage is internal or otherwise goes undetected and the nature of the damage remains unknown until the equipment is energized and tested.

## 1.10 DRAWINGS AND INSTRUCTIONAL MATERIAL

- A. Specification Drawings

1. These drawings and specifications are instruments of service to be used on this project only and are to be returned to the Engineer upon completion of the work as set forth herein.
- B. Shop Drawings for Review
1. "Shop Drawings" refers to all the detailed installation drawings prepared by the Seller and/or his suppliers required to construct the material as defined in the specifications, and shall include all fabrication drawings, working drawings, design calculations, material schedules, detailed layouts, and assembly information. Shop drawings shall be reviewed and approved by the Engineer before manufacturing begins.
  2. The Seller agrees that submittals and shop drawings processed by the Engineer are not change orders; that the purpose of submittals and shop drawings by the Seller is to demonstrate to the Engineer that the Seller understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods he intends to use. The Seller alone accepts all responsibility for assuring that all materials furnished under these specifications meet in full all requirements of the contract documents. The Engineer's review is for the general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Seller from compliance with the project plans and specifications, nor departures there from. The Seller remains responsible for details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication processes and for techniques of assembly.
  3. Submit the following shop drawings to the Engineer in the manner specified hereinafter. Make initial submittal of information required on or before the date specified in the Summary of Proposal.
    - a. General Arrangement Drawings, including Plan and Elevations, as well as other drawings as required to fully describe and facilitate construction. These drawings shall clearly show all materials marked so as to correspond with material list item numbers. Grounding details shall include item numbers to indicate location of all structure and subgrade grounding materials. Bolt torque requirements shall be included on the bus drawings.
    - b. Detailed material list showing item number, quantity, manufacturer, and type and/or part number of all material and equipment to be furnished and installed in this station.
    - c. Structural steel design calculations, including limitations and design criteria. Provide foundation loading data required to design all concrete foundations and anchor bolts.
    - d. Structural steel shop drawing and erection drawings shall show all details necessary for fabrication and assembly, including Steel Bill of Materials describing all steel, bolts, etc. Drawings shall include erection view, drawn to scale, indicating individual piece marks for ease in erection. The views shall also indicate size, type and quantity of erection bolts required. These drawings shall be furnished prior to fabrication.
    - e. Equipment outline, wiring and schematic drawings for all electrical power equipment and power switching apparatus furnished by the Seller. Outline drawings shall show major standard features and

required accessories. Nameplate drawings shall be furnished for power and oil-filled equipment. Wiring and schematic drawings shall show all accessories and indicate connection points for customer wiring. Equipment approval drawings shall be furnished at such time that factory construction and shipping schedules will not be interrupted.

C. Engineer's Action

1. Engineer will review shop drawings and include action taken according to the following classifications:
  - a. No Exceptions Taken: Indicates that the shop drawing has been reviewed and appears to be in general agreement with the requirements. Material Seller may make further distribution of shop drawings and proceed with fabrication and/or installation of the work detailed on the drawing.
  - b. Make Corrections Noted: Design revisions, deletions, additions and comments shown on these drawings shall be incorporated into the design before proceeding with fabrication of drawing distribution.
  - c. Amend and Resubmit: Indicates that the shop drawing, or part thereof, does not appear to be in general agreement with the requirements. Engineer's comments are noted on the shop drawing and/or separate letter. Material Seller shall recheck and make any necessary revisions and resubmit for Engineer's review.
  - d. Rejected: Indicates that the shop drawings do not conform to requirements. Reasons for rejection are noted on the shop drawing and/or separate letter.

D. Shop Drawing Submittal Distribution

1. Initial Submittal (REVIEW): Submit one (1) digital copy in PDF format of each shop drawing to the Engineer; direct mailing to the Engineer's email address given in Section 1.2, C. One (1) copy of the shop drawings indicating the Engineer's action will be returned to the Seller with in one (1) week from the date of receipt.
2. Resubmittal: If drawing is returned to the Seller with Engineer's comments and action noted "RESUBMIT", the drawing should be rechecked, revised as necessary and resubmitted in manner described in "1) Initial Submittal". Corrected submittal shall be returned to Engineer two (2) weeks after notice requiring resubmittal.
3. Final Distribution (CERTIFIED): Within the time schedule listed in the Summary of Proposal, Seller shall submit to the Engineer, one (1) digital copy in AutoCAD format of all final drawings covered in Section B above. AutoCAD drawings shall be provided on a compact disk, along with all related dependent files such as, x-refs, font files, and plot styles. Drawings shall be stamped "Certified for Construction" and contain all corrections noted by the Engineer on his review of the Drawings. Direct mail to the Engineer's address given in Section 1.2, C.

E. Instruction Manuals, Test Reports, and Parts Lists

1. Seller shall furnish complete instruction manuals covering installation, operation and maintenance for all equipment to the Engineer for distribution.



2. Submit one (1) digital PDF copy to Engineer for distribution.
- F. Shop Drawing and Instructional Material Transmittal Form
1. Seller may use his own form of transmittal letter for distribution of shop drawings, clearly marked "For Review" or "Certified" as applicable.
  2. Submit one (1) digital PDF copy of transmittal form with each set of drawings or instructional materials.
- G. Seller's Responsibility
1. Prior to submittal, check shop drawings for errors, correctness of details, and conformance with the specifications.
  2. Notify Engineer of any inconsistencies or questions regarding approval revisions or comments on the drawings.
  3. Review of shop drawings by Engineer does not relieve the Seller of responsibility for errors, correctness of details, or conformance with the specifications.
  4. Fabrication and shipment of materials or equipment prior to Owner's release of drawings, data and information mentioned hereinbefore shall be at Seller's risk.

#### 1.11 MATERIAL AND DESIGN STANDARDS

- A. All material used in the manufacture of these substations and their components are to be of the best available for the purposes for which used, considering strength, durability and safety, and shall conform to the latest applicable sections of the following specifications, codes, and standards:
1. American National Standards Institute (ANSI).
  2. National Electrical Manufacturer's Association (NEMA).
  3. American Society for Testing Materials (ASTM).
  4. International Electrotechnical Commission (IEC) Standards.
  5. Institute of Electrical and Electronic Engineers (IEEE).
  6. National Electric Safety Code (NECS).
  7. Rural Utilities Services (RUS) specifications.
  8. ASCE 113, Substation Structural Steel Design
  9. AISC 360-10, Steel Specifications for Structural Buildings
- B. If any conflict occurs between this specification and these design standards or codes, the most stringent requirement shall apply. Nothing in this specification shall be construed to permit material not conforming to these design standards. Also, this shall not be construed as relieving the Seller from complying with any requirements in the specification which are in excess of the design standards.
- C. These substations shall be designated and manufactured of standard sections and shall be completely coordinated and pre-assembled wherever possible.
- D. Attached drawings shall be part of this specification. General arrangement shall be in accordance with the specification drawings.

#### 1.12 DEFECTIVE EQUIPMENT

- A. Should equipment fail to conform to specifications or to operate satisfactorily, Owner will have right to operate equipment until defects are corrected and guarantees met.

- B. Owner will have right to operate rejected equipment until it is replaced without cost for depreciation, use, or wear.
- C. Equipment may be removed from operation for examination, adjustment, alteration, or change, only at time approved by the Owner.

1.13 SUBSTATION RATINGS

- A. The Substation covered under this specification will have the following rating in accordance with the applicable ANSI Standards:

Incoming Transmission Voltage	230 kV Phase-to-Phase
High Voltage Equipment BIL	900 kV
Incoming Transmission Conductor	954 AAC, Magnolia
Outgoing Distribution Voltage	12.47/7.2 kV Grd. Wye
Low Voltage Equipment BIL	110 kV
Frequency	60 Hz
Elevation above sea level	2300 ft.*
*For altitudes above 3,300 feet, apply Altitude Correction Factors to the voltage and continuous current ratings in accordance with ANSI Standards.	

Ambient Temperature Minimum	0°C
Ambient Temperature Maximum	50°C
<b>Seismic Loading</b>	
SDS:	0.522
SD1:	0.284
FPGA	1.34

1.14 MATERIAL AND EQUIPMENT NOT COVERED UNDER THIS SPECIFICATION

- A. Equipment listed in this section will be provided by the Owner or under separate specifications.
  1. Land, fill, and site preparation
  2. Fence and Gates
  3. HV Transmission Line, Hardware, and Suspension Insulators
  4. MV URD Cable and Terminations
  5. Power Transformers
  6. Distribution Transformers
  7. Power Circuit Breakers
  8. Control Enclosure and Accessories
  9. Foundations
  10. Grounding Material
  11. Control Cable, Conduit and Wiring
  12. Station Lights and Accessories

1.15 SUBSTATION STRUCTURES

- A. General

1. Furnish one (1) complete lot of prefabricated, hot dip galvanized steel structures as shown on the specification drawings. Assemblies, fittings, clamps, and other hardware for mounting all equipment shown on the specification drawings shall be included with the structural steel.
2. Structural material shall be in accordance with specifications ASTM-A36 for steel plates and ASTM-A500 Grade B for steel tubes with minimum yield point of 46,000 psi. Punching and drilling shall be done accurately. Center-to-center distance between end holes of a piece shall not vary more than 1/16 inch from the fabrication drawings. Burrs caused by drilling or punching shall be removed prior to galvanizing.
3. All structural material shall be hot dip galvanized in accordance with specifications ASTM A123, A143, A153, and A384. All galvanized pieces shall be free of spurs.
4. Each piece shall be plainly marked with its respective erection identification mark. Pieces shall be bundled in lots of approximately 100 lbs. with each bundle containing pieces for use on a common structure. Bundles shall be marked to identify the structure to which they belong. Larger structural pieces may be shipped separately. Welded or shop assembled sections shall be adequately braced to prevent damage in shipment. All crates, boxes and bundles shall be clearly marked with list of contents.
5. Structures are to be designed according to the latest applicable specifications of the National Electric Safety Code and NEMA Publication SG-6, Part 36.
6. Suitable tabs shall be provided at the base of each column for attaching NEMA 2-hole ground connectors. Provisions, where required, shall be made to secure ground wires extending up structures at maximum 4 ft. intervals. Structures requiring additional tabs include instrument transformer stands, deadends, and switch stands. Deadend structures shall also include tabs for mounting OPGW clamps as shown on specification drawings from the peak of the structure to the base.
7. Structures shall have mounting provisions for junction boxes noted on specification drawings.
8. Unbalanced loading due to one or more broken conductors shall be considered in design.
9. All anchor bolt patterns shall be symmetrical.

B. Bolts and Fasteners

1. High strength bolts shall meet ASTM A325 specifications, and be furnished with nuts and MF locknuts conforming to ASTM A563, Grade DH. Bolts, nuts, and washers shall be hot dip galvanized in accordance with ASTM specification A153, Class C. Galvanized bolts shall be free of spurs. **The required number of bolts, nuts, and washers shall be increased by five percent. Bolts, nuts, and washer shall be boxed and labeled separately by size and type.**

C. Anchor Bolts

1. Anchor bolts shall take the form of either headed bolts or straight rod meeting ASTM F1554 specifications, grade as required, and color coded on the end to help facilitate easy identification in the field. Bent anchor bolts are not acceptable in most cases and must be approved by the Engineer before using. Each anchor bolt shall be furnished with a

- minimum of three (3) A563 heavy hex nuts, grade as required, and two (2) F436 flat circular washers unless otherwise noted.
2. Straight rod anchor bolts shall be provided with an anchoring device on one end, which is to be embedded in concrete. The anchoring device shall consist of a heavy hex nut welded at the unstressed end of the anchor bolt. This anchor nut is not included with the quantities described above.
  3. All anchor bolts, nuts, and washers shall be hot dip galvanized conforming to ASTM A153, Class C specifications.

**D. High Voltage Section**

1. All structures, tubular bus, bus supports, bus connectors, and conductor, except line conductor, as shown on the specification drawings, are to be included in the material package. Structures shall be designed to support all wires without offsetting strain from incoming or outgoing conductors.

Voltage Rating	230 kV, 900 kV BIL
Short Circuit Current Rating (sym.)	40 kA
<b>Ice and Wind Loading</b>	
Structure	90 mph wind
<b>Conductors</b>	
Wind	90 mph wind
Ice	0 inch
NESC District	Light
Number Incoming Conductors (per deadend)	Three (3)
Maximum Incoming Conductor Tension (per phase)	4,000 lbs.
Incoming Conductor (per phase)	954 AAC, Magnolia
Number Incoming Static Wires (per deadend)	Two (2)
Maximum Incoming Static Wire Tension (per line)	2,000 lbs.
Incoming Static Wires	3/8" EHS or OPGW
Maximum Incoming Line Angle	15°

**E. Low Voltage Section**

1. All structures, tubular bus, bus supports, bus connectors, and conductor and any other necessary hardware for a complete low voltage installation are to be included in the material package.
2. Design loading for wind and ice shall be the same as for high voltage structures. Drilling and mountings shall be furnished for all equipment and hardware as shown on the specification drawings.

Voltage Rating	15 kV, 110 kV BIL
Short Circuit Current Rating (sym.)	25 kA

**F. Static Mast Structure**

1. General:
  - a. Design loading for wind and ice shall be the same as for high voltage structures. Accumulated loads on structures shall be

- increased by individual overload factors in accordance with the latest revision of the National Electric Safety Code.
- b. Seller shall verify all dimensions to verify proper fit up of structure connections prior to fabrication. Any deviation in dimension or materials from that shown on the drawings shall be submitted to the Engineer for his written approval prior to fabrication. Such submittals shall be in the form of shop drawings, per Section 1.10 of this specification.
  - c. The static mast column shall be constant taper round or multi-sided (8 or 12 sides) tubular sections in accordance with applicable ASTM requirements. Structural steel shall be ASTM A36, A500 Grade B or A572. Minimum section thickness shall be 3/16 inch. Mill test reports shall be made available, if requested, at no cost to the Owner.
  - d. Prior to the static mast being worked in any manner, structural materials shall be cleaned of all rust and foreign particles. Material shall be straight within the tolerance allowed by ASTM Specification A6. If straightening is necessary, it may be done by mechanical means or any application of a limited amount of localized heat. Straightening shall be done in a manner that will not injure the material.
  - e. Arc welding electrodes shall be in accordance with the requirements of the American Welding Society Specification D1.1, latest edition. Welding electrodes shall be E-70XX or equivalent wire if semi-automatic or automatic welding is used. Welding shall be performed by operators who have been qualified by tests as prescribed by AWS D1.1 to perform the type of welding required.
2. Foundation Supported
- a. Concrete foundations installed by others will have a minimum 28 day compressive strength of 4,500 psi.
  - b. Structure base plates shall be designed to accommodate anchor bolt size and layout. Anchor bolt embedment length shall be designed in accordance with the latest American Concrete Institute (ACI) standards.
  - c. Anchor bolts shall be as required by structure design and shall be in accordance with the latest ASTM standards. For high strength anchor bolts, ASTM A615 Grade 60 or Grade 75 (preferred) shall be furnished with a minimum of 3 heavy hex nuts and 2 flat washers each, unless otherwise noted.
  - d. Each design load case shall be considered independently to determine the maximum stress in any member as well as overall deflection of the static mast. Structures shall be analyzed for the simultaneous application of ultimate vertical, transverse and longitudinal wire loads, structure wind loads, and structure dead load.

## 1.16 SUBSTATION MATERIAL AND EQUIPMENT

- A. Quantities for the following materials and equipment shall be determined by the Seller in accordance with the bid schedule and general arrangement drawings. Package shall include all material necessary for a complete installation as indicated on specification drawings.

- B. All Group-Operated Switches (GOAB) shall be complete with insulators, operating mechanism, provisions for padlocking in either the open or closed position, operating pipe, grounding connectors and flexible grounding braid as shown in RUS Bulletin 1724E-300 (Figure 9-37: Typical Switch Grounding). Assembly of GOAB switches is indicated below. All low side disconnect switches shall be furnished completely assembled on insulators.

1. High Side GOAB Switch (Center Break)

Type	Center Break "V" w/ Arcing Horns
Voltage Class	230 kV, 900 kV BIL
Continuous Current	1,200 A
Blade	Aluminum
Operator	Worm Gear
Mounting	Vertical
Phase Spacing	16'-0"
Insulators	per Insulator specification
Assembly	Individual switch poles shall be furnished fully assembled.

2. High Side GOAB Switch (Vertical Break)

Type	Vertical Break
Voltage Class	230 kV, 900 kV BIL
Continuous Current	1,200 A
Blade	Aluminum
Operator	Worm Gear
Mounting	Horizontal
Phase Spacing	12'-0"
Insulators	per Insulator specification
Assembly	Individual switch poles shall be furnished fully assembled.

3. High Side Surge Arresters

Manufacturer	Ohio Brass
Type	EVP
Class	Station Class
Voltage Rating	140 kV MCOV
Design Requirements	ANSI Standard C62.11
Color	ANSI #70 Gray
Mounting	Tripod Base, 10" B.C.
Terminals	Ground Terminal – Clamp Type, Line Terminal – 4-hole Spade

4. High Side Insulators

Voltage Class	230 kV, 900 kV BIL
Technical Reference Number	TR-304

Type	Station Post, 5" B.C. Uniform Stack
Porcelain	ANSI #70 Gray

5. **Low Side GOAB Switch**

Type	Vertical Break
Voltage Rating	15 kV, 110 kV BIL
Continuous Current	1,200 Amps (min.)
Operator	Manual Swing Handle
Mounting	Horizontal
Phase Spacing	3'-0"
Insulators	per Insulator specification
Assembly	Individual switch poles shall be furnished fully assembled.

6. **Low Side Fuse Disconnect Switch**

Manufacturer	S&C
Type (Complete with Live Parts)	SMD-20
Terminals	2 Hole NEMA (Tinned)
Style	Station Vertical Offset
Voltage Class	15 kV, 110 kV BIL
Fuse Unit Type	SMU-20
Continuous Current-Fuse Holder	200 Amps
Fuse Unit Current Rating	5E, Std
Number of Fuse Units	Four (4)
Insulators	per Insulator specification

7. **Low Side Station Service Transformers**

Type	Pole mount, CSP
ANSI Standard	C57.12.20
Capacity	25 kVA
Voltage Rating	7,200-240/120 V
BIL	95 kV
Impedance	ANSI Std
Taps	None
Windings	Copper
Color	ANSI #70 Gray

8. **Low Side Surge Arresters**

Manufacturer	Ohio Brass
Type	PVI-LP
Class	Intermediate Class
Voltage Rating	7.65 kV MCOV

Design Requirements	ANSI Standard C62.11
Color	ANSI #70 Gray
Mounting	Tripod Base, 10" B.C.
Terminals	Ground Terminal – Clamp Type, Line Terminal – 4-hole Spade

9. Low Side Insulators

Voltage Class	15 kV, 110 kV BIL
Technical Reference Number	TR-205
Type	Station Post, 3" B.C.
Porcelain	ANSI #70 Gray

10. Conductors and Connectors

a. Type, size and quality of major bus materials are shown on the drawings. The intent is to set a standard for bus and equipment as well as to specify other necessary requirements.

1) General

- a) Provide all necessary bus conductor, connectors, and other materials required to completely interconnect power equipment as shown on specification drawings. This includes all bus connectors, bus splicing material, bolts, nuts, washers, etc. Connectors for all equipment including high and low side transformer bushings (4-hole pad) shall be included.
- b) For all spare distribution bays, the Supplier shall furnish all connectors necessary to allow the Owner to make jumpers to connect the bus, low voltage switches and an Owner-furnished recloser to complete the bay at a future date.

2) Bus Conductor

- a) A minimum number of conductor types and sizes have been included in the design of electrical bus in this section. All sections of tubular conductor longer than eight feet between supports require damping conductors. Damping conductor shall be furnished as specified on the following table:

<b>DAMPING CONDUCTOR REQUIREMENTS</b>	
<b>Nominal Tubular Bus Size (inch)</b>	<b>Minimum Size ACSR Conductor (kcmil)</b>
1.5	211.6
2	266.8
2.5	266.8
3	336.4
4	556.5



b) High Side Bus

Rigid Bus	4" Sch 40 Al Tube
Conductor in Main Current Paths	954 AAC, Magnolia
Conductor taps	795 AAC, Dahlia

c) Low Side Bus

Rigid Bus	4" Sch 40 Al Tube
Conductor in Main Current Paths	556.5 AAC, Dahlia
Conductor taps	1/0 ACSR, Raven

d) Tubular bus conductor shall be Schedule 40 seamless electrical grade 6063-T6. Tubular buswork shall have smooth surface Industry Class IV finish. Care shall be exercised in handling and packaging bus conductor for shipment to prevent abrasion or other damage.

3) Bus Connections

- a) High voltage bus connections and terminals shall be bolted-type, and low voltage shall be bolted-type unless otherwise noted. Stainless steel bus bolts shall be furnished for bolted connections. **Nuts shall be silicon bronze.**
- b) Low voltage bus tee connectors shall be bolted tube-conductor or conductor-conductor connectors. Bus tee connections utilizing NEMA pads and terminals will not be accepted.
- c) On copper-to-aluminum and aluminum-to-aluminum connections, each bolt shall be furnished with one Belleville and two flat washers. On copper-to-copper connections, each bolt shall have one flat and one lock washer. Copper and copper alloy composition connectors shall have tinned contact surfaces where used for copper-to-aluminum connections.
- d) Stainless steel Belleville washers shall be a minimum of 0.109" thick with a 3,750 pound load required to flatten the washer. Stainless steel flat washers shall be a minimum of 0.125" thick. All washers shall be 1 5/8" diameter.
- e) All bolts shall be sized to extend completely through nuts, with a minimum of 1/8" and a maximum of 3/8" thread reveal when properly torqued.
- f) Contact inhibitor shall be furnished for all aluminum connections.

11. Switch Stick and Container

<b>Stick</b>	
Manufacturer	Hastings
Catalog Number	3120 (Includes P10431 Universal Head)
Size	Adjustable 12'-18'
Construction	Fiberglass
Quantity	One (1) per Substation

<b>Container</b>	
Manufacturer	Hastings
Catalog Number	01-3353
Size	6" X 13'
Mounting Accessory	Fence Mounting Kit, Cat No. 01-3200-041
Construction	Heavy Duty Plastic with Hardware for Fence Mounting

<b>Signs</b>	
Warning High Voltage	
Size	10" x 14"
Construction	18 ga. Steel w/Porcelain Enamel Finish
Accessories	Mounting Hardware by Others

**APPENDIX  
SUMMARY OF PROPOSAL**  
(Requires Completion by Bidder)  
\*Denotes required value

**A. Price and Delivery**

- |  |                        |
|--|------------------------|
| 1) Total Package Price, delivered FOB jobsite:   | <u>1,030,500.-</u>     |
| 2) Specified Delivery Lead Times:  |                        |
| Anchor bolts   | 16 weeks ARO           |
| Structural steel   | 24 weeks ARO           |
| Balance of package   | 28 weeks ARO           |
| 3) Can Bidder meet specified lead times based upon award of contract with ten (10) days from bid award?                          | <u>YES</u><br>(Yes/No) |
| 4) If not, Bidder shall provide earliest guaranteed delivery lead times (weeks ARO):   |                        |
| Anchor bolts   | _____                  |
| Structural steel, less static mast(s)  | _____                  |
| Balance of package   | _____                  |
| 6) Are prices quoted in A.1 above firm?  | <u>YES</u><br>(Yes/No) |
| 7) If not, what is the maximum percentage increase that will be applied to the price quoted in A.1 to meet specified lead times? | _____                  |

**B. Drawings & Structure Calculations**

Will Bidder meet delivery lead times as listed below for drawings & structure calculations?

- |   |                           |
|---|---------------------------|
| 1) Drawings & Structure Calculations for review, 12 weeks ARO, based on contract award date within ten (10) working days after bid award. | <u>YES</u> *<br>(Yes, No) |
| 2) Certified drawings, 20 weeks ARO, based on return of reviewed drawings by Owner within ten (10) working days of receipt.               | <u>YES</u> *<br>(Yes, No) |
| 3) If Bidder cannot meet drawing & calculation lead times listed above, Bidder shall provide  |                           |

earliest guaranteed delivery lead times  
which can be met (weeks ARO):

Structure Calculations: \_\_\_\_\_

Review Drawings: \_\_\_\_\_

Certified Drawings: \_\_\_\_\_

**C. Data**

- 1) Bidder PEAK SUBSTATION SERVICES
- 2) Name & Location of Steel Fabricator STRUCTURAL STEEL PRODUCTS, DALLAS
- 3) Estimated Weights and Dimensions (Shipping):
  - a. Weight of largest piece of material to be shipped 10,000 lbs
  - b. Dimensions of largest shipped item 40' x \_\_\_\_\_ x \_\_\_\_\_
- 4) Describe extent of any required field assembly for equipment (e.g., switches assembled or un-assembled):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTE: AUTHORIZED SIGNATURE INDICATES ABOVE VALUES  
DENOTED WITH \* ARE GUARANTEED**

PEAK SUBSTATION SERVICES  
(Bidder)

JASON HARPER  
(By)

801 1<sup>ST</sup> AVE. NORTH  
(Address)

SALES MANAGER  
(Title)

BIRMINGHAM AL 35203  
(Address)

5-13-2024  
(Date)

Schedule I – Substation Items

Item and Description	Manufacturer	Qty.	Unit Price	Extended Price
<b>TRANSMISSION</b>				
1. Structural Steel		1 Lot	598,011.~	598,011.~
a. A-frame Deadend	STRUCTURAL STEEL PRODUCTS DALLAS	1	INC	
b. Metering Stand	PAX GONZALES, LA	3	INC	
c. Switch Stand		4	INC	
d. Single-phase Bus Supports		8	INC	
e. Three-phase Bus Supports		4	INC	
f. Static Mast	STRUCTURAL STEEL PRODUCTS DALLAS	2	INC	
g. Switch Platforms	PAX	4	INC	
h. Breaker Platforms		2	INC	
2. Anchor Bolts		1 Lot	INC.	
3. 230 kV GOAB Switch, CBV	ROYAL	1	50,815.~	50,815.~
4. 230 kV GOAB Switch, VB	1	3	38,340.00	115,020.~
5. 230 kV Surge Arresters	ABB	3	5,000.~	15,000.~
6. 230 kV Insulators	NEWELL	23	750.~	17,250.~
7. Electrical Bus & Connectors	PDU SPRING LA	1 Lot	74,285.~	74,285.~
<b>Transmission Subtotal:</b>				
<b>DISTRIBUTION</b>				
1. Structural Steel		1 Lot	INC.	
a. Switch Stand	PAX	2	INC	
b. Service Transformer Stand	PAX	2	INC	
c. Termination Stand	PAX	2	INC	
d. Switch Platforms	PAX	2	INC	
e. Breaker Platforms	PAX	2	INC	
2. Anchor Bolts	PAX	1 Lot	INC	
3. 15 kV GOAB Switch, VB	ROYAL	2	18,353.~	36,706.~

Item and Description	Manufacturer	Qty.	Unit Price	Extended Price
4. 15 kV Surge Arresters	ABB	6	215.-	1,290.-
5. 15 kV Fuse Disconnect Switch	SIC	2	5,000.-	1,290.-
6. 15 kV Fuse Units	SIC	4	287.-	1,148.-
7. 15 kV Service Transformer	ABB	2	54,285.-	108,570.-
8. 15 kV Station Post Insulators	NEWELL	12	45.-	540.-
9. Electrical Bus & Connectors	DDU SQUARE INC.	1 Lot	INC.	
10. Switch Stick & Container	HASTINGS	1	715.-	715.00
11. Warning High Voltage Signs	BRADY	10	115.-	1,150.-
<b>Distribution Subtotal:</b>				
<b>Grand Total:</b>				1,030,500.-

END OF SECTION

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

<u>Drawing Number</u>	<u>Description</u>
3533s-18-E-E50	SWITCHING DIAGRAM
3533s-18-E-E51	GENERAL ARRANGEMENT
3533s-18-E-E52	ELEVATIONS SECTIONS A & B
3533s-18-E-E53	ELEVATION SECTIONS C, D, E & F
3533s-18-E-E54	RELAYING ONE LINE DIAGRAM
3533s-18-E-E161	PCB PLATFORM - SP1

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF JUNE 11, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve contract CRCGV-04 between successful bidder, Codale Electric Supply, and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2790 for the Garnet Valley project, for two 230 kV Power Circuit Breakers in the amount of \$414,520.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract 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 as part of the Garnet Valley project. The proposed purchase contract is put forward for approval as part of the work the Commission will perform for SNWA for the Garnet Valley project.

**B. Background of Bid/Procurement**

On March 3, 2024, bid solicitation 69CRC-S2782 was posted in Nevada-EPro. Bid solicitations were sent to 29 vendors registered with Nevada-EPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on May 13, 2024. Three bids were received through Nevada-EPro. The evaluation team and recommended approval of the bid from Codale Electric Supply.

The proposed Contract is for two 230 kV Power Circuit Breakers. 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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# **Garnet Valley Water System - 2920 Substation**

**Contract No. CRCGV-04  
230kV POWER CIRCUIT BREAKERS**

**Bid Documents and Specifications**

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Issue: For Award  
June 11, 2024

**GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION**

**Contract No. CRCGV-04  
230kV POWER CIRCUIT BREAKERS**

**Bid Documents and Specifications**

**TABLE OF CONTENTS**

<b><u>Item</u></b>	<b><u>Section</u></b>
Request for Bids .....	100
Bid Instructions .....	200
Bid Form .....	300
Bid Addendum .....	320
Bid Clarification.....	340
Contract No. CRCGV-04, 230kV POWER CIRCUIT BREAKERS.....	400
Performance Bond.....	500
Summary of the Work.....	600
Submittals.....	700
Equipment .....	800
Manufacturer's Field Service .....	900
Certification Sheet and Specifications for 230 kV Power Circuit Breakers.....	1000
Drawing List.....	1100

## **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:

Two (2) 230 kV Power Circuit Breakers to be used for power transformer protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. 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: 03/29/2024

By: 

---

Shae Pelkowski

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

05/13/2024

## **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:**

Garnet Valley Water System - 2920 Substation  
Contract No. CRCGV-04  
230kV POWER CIRCUIT BREAKERS

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

Name: CODALE ELECTRIC SUPPLY  
Address: 3920 W SUNSET RD LAS VEGAS, NV 89118

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

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

**4. Bid Terms and Conditions.**

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

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

4.3 In submitting this bid, Bidder represents that:

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

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



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

**5. Bid Price.**

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	230 kV Power Circuit Breakers to be used for power transformer protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 75 19. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	Each	<u>\$207260.00</u>	2	<u>\$414520.00</u>	SIEMENS	<u>170</u>
<b>CONTRACT PRICE</b>						<u>\$414520.00</u>		

\*Notice-to-Proceed.

**6. Delivery Schedule.**

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

**SIGNATURE OF BIDDER**

By: CODALE ELECTRIC SUPPLY

(Corporation Name)

By: 

(Signature of Authorized Person)

MICHAEL CALLEWAERT ACCOUNT MANAGER

(Printed Name and Title)

Business Address:

3920 W SUNSET RD

LAS VEGAS, NV 89118

Phone

No. 702-384-8500

Fax No.

Email: michaelc@codale.com

This Bid is Submitted On: 5/13/2024

**SECTION 320  
BID ADDENDUM**

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

**SECTION 340  
BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 400  
CONTRACT NO. CRCGV-04  
GARNET VALLEY WATER SYSTEM - 2920 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	Two (2) 230 kV Power Circuit Breakers to be used for power transformer protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 75 19. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).

**2. Definitions**

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

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

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

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

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

Clarification; section 400, Contract No. CRCGV-04, 230kV POWER CIRCUIT BREAKERS; 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 Garnet Valley Water System - 2920 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. Shae Pelkowski, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

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

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

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

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

### **5. Contract Price**

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

### **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	Two (2) 230 kV Power Circuit Breakers to be used for power transformer protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 75 19. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	\$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 **Shae Pelkowski, 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.
- 13.11 **Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.
- 13.12 **Indemnification; Limited Liability.**

13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of 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.

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

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

## **14. Risk Of Delay**

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

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)

Codale Electric Supply  
c/o Account Manager  
3920 W Sunset Rd  
Las Vegas, NV 89118

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

## **22. Submission of Claims.**

Should the 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

**CONTRACTOR**

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

Its: Account Manager

ATTEST

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

**COLORADO RIVER COMMISSION OF NEVADA**

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

Puoy K. Premsrirut  
Chairwoman

ATTEST

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

Approved as to Form:

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

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

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

**CRCNV** (Name and Address):

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

**CONTRACT**

Date:

Amount:

\$

Description: Contract No. CRCGV-04,  
Garnet Valley Water System - 2920 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 Garnet Valley Water System – 2920 Substation is a 12.47kV to 4.16kV substation serving the Southern Nevada Water Authority 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 two (2) 230kV POWER CIRCUIT BREAKERS 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 Las Vegas, NV (36.308883°,-114.989844°).

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

Mr. Shae Pelkowski  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [spelkowski@crc.nv.gov](mailto:spelkowski@crc.nv.gov)

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

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

**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. CRCGV-04.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCGV-04, 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 dates to be proposed by Contractor based on current equipment lead time.

5.2 The anticipated Final Acceptance Date for all Equipment is 10/01/2025.

**6. Measurement and Payment.**

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

**7. Copies Of Documents.**

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

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

## **SECTION 700 SUBMITTALS**

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

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

#### 1.2 Submittal Types:

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

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

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

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

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

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

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

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

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

## **2. Compliance Submittals.**

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

3.1.2 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.

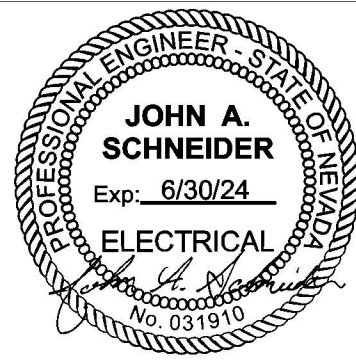
1.2.2.3 Supervise the initial start-up, operational check, and any required adjustments of the Equipment.

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 75 19**  
**230 kV Power Circuit Breakers**



SECTION 33 75 19

230 KV POWER CIRCUIT BREAKER

PART 1 - GENERAL

1.1 DEFINITION OF TERMS

A. "Bidder", "Seller", or "Contractor" shall be considered synonymous terms and shall mean the person, firm or corporation with whom Owner may enter into contract for execution of work specified.

B. "Owner" shall mean:  
Southern Nevada Water Authority  
100 City Parkway, Suite 700  
Las Vegas, NV 89106  
(702) 862-3786

Colorado River Commission of Nevada  
Attn: Bob Reese  
555 E Washington Avenue  
Las Vegas, NV 89101  
(702) 486-2670  
breese@crc.nv.gov

C. "Engineer" shall mean:  
HDR Engineering, Inc.  
Attn: John Schneider  
Project Manager  
3231 Greensboro Drive, Suite 200  
Bismarck, ND 58503  
Phone: (701) 557-9711  
john.schneider@hdrinc.com

D. "Work" shall mean work to be done in the course of construction and furnishing materials and equipment under the Equipment Contract, unless some other meaning is indicated by the context.

1.2 COMPONENTS OF SPECIFICATIONS

- A. Detailed Specifications
1. Part 1 - General
  2. Part 2 - Products
- B. Numbered addenda if appended to the foregoing.

1.3 INTENT OF SPECIFICATIONS

A. To set forth requirements of performance, type of equipment desired, standards of materials and construction, tests to be made, and guarantees to be met.

- B. To require Seller to furnish all materials and equipment and perform all work and services described in the contract documents, unless otherwise specifically indicated.
- C. To require Seller to provide complete and operable equipment in spite of omission of specific reference to any minor component part.
- D. To require Seller to provide new materials and equipment.

#### 1.4 INTERPRETATION OF SPECIFICATIONS

- A. Report any errors or omissions in specifications to the Engineer as soon as detected. The Engineer will answer questions and interpret intended meaning of specification. His interpretation shall be accepted as final.

#### 1.5 METHOD OF BIDDING

- A. Equivalent products:
  - 1. Whenever specifications or plans call for item of material or equipment by manufacturer's name and type, "or equal", it is intended that products of equal quality and performance by other manufacturers may be substituted, subject to the approval of the Engineer.
  - 2. Furnish drawings or other data as required to indicate all modifications resulting from use of such substitute items. Furnish general arrangement drawings, full descriptive data, and other information required to demonstrate to Engineer that material or equipment proposed is, in fact, equal to that specified. Burden of proof of equality shall in all cases remain with Seller. Final approval of the substitution shall be made by the Engineer.
  - 3. Abide by Engineer's decisions when proposed substitutions of material or equipment are deemed to be unacceptable.
  - 4. Owner may consider such factors as over-all project arrangement, over-all project cost, and similar factors in determining acceptability of proposed substitutions.
  - 5. Approval of substitutions shall not relieve Seller of responsibility for providing workmanship, material, and equipment equal to that specified.
- B. Form of bid price submittal:
  - 1. Unit price for all items to be furnished and delivered under this contract.
  - 2. Bid price shall cover complete work described in specifications, including costs incidental thereto, unless specifically indicated otherwise.
  - 3. List separately the price of services of Service Technician, as defined in the Summary of Proposal.

#### 1.6 DATA TO ACCOMPANY BIDS

- A. A complete Equipment Contract and Summary of Proposal, as bound in the front of this specification, shall be properly completed and submitted to the Engineer, along with all other material listed below. All items submitted shall be sent to the Engineer no later than the time and date specified.
  - 1. Any exceptions taken by the Seller to the Specifications, Equipment Contract and/or Summary of Proposal at time of bid shall be clearly and simply stated or summarized, formatted, in a specially prepared letter of transmittal attached to and made a part of the Summary of Proposal.



Note: Manufacturer's "standard conditions of sale" catalog pages are not acceptable for purposes of stating exceptions to the specifications.

2. Seller shall complete one copy of the "Summary of Proposal" for each alternative bid or proposal submitted. Additional copies may be prepared by photocopying the blank "Summary of Proposal" pages. Seller shall clearly identify each summary by alternate number.
- B. Seller's proposal shall also contain, as a minimum, one copy of the following:
1. Manufacturer's specifications, guarantees, and descriptive data on equipment proposed.
  2. Itemized list of special tools and spare parts which Seller proposes to furnish.
  3. Outline drawings showing general arrangement, approximate dimensions, space requirements and clearance, and approximate weights of proposed equipment.
  4. Standard and specified accessories and instruments to be furnished separately shall be listed in detail. List shall clearly define those items to be shipped separately. It is understood that all items not so listed shall be shipped, mounted and connected. Use Summary of Proposal for listing.
  5. Complete copy of the warranty the Seller will offer.

## 1.7 EQUIPMENT GUARANTEE

- A. Without limiting any other provision of this specification regarding guarantees, guarantee the equipment as follows:
1. Seller shall guarantee to the Owner that the complete power circuit breaker, together with all parts included in the original purchase, is free of defect in workmanship and materials and is capable of continuous and satisfactory performance when operated in accordance with the instructions provided by the Seller at the specified rating and capacity.
  2. Guarantee shall extend for a minimum of one year from the date of commercial operation. It shall cover all defects and malfunctions of the equipment and accessories. Guarantee shall cover all out-in freight by common carrier in full and the costs of removal from the site and reinstallation after repair. Seller shall not be liable for special, indirect or consequential damages, nor costs of moving structures or associated equipment.

## 1.8 DELIVERY AND SHIPMENT

- A. Bid shall include delivery F.O.B. jobsite, freight prepaid, with final destination delivery date as specified by the Seller in the Summary of Proposal.
- Project Location: Las Vegas, NV (36.308883°,-114.989844°)
- B. The Seller shall notify the Engineer when equipment is ready for shipment. A minimum of seven (7) working days advance notice of delivery is required in order to arrange for offloading the delivery truck. Such notice shall include projected routing and estimated time in shipment. Seller shall not release power circuit breakers for shipment until release is authorized by the Engineer.
1. All equipment in this contract with a common delivery destination shall be made in a common shipment. The Seller shall be responsible for all incidental costs incurred by the Owner due to separate shipments of such equipment.

2. Immediately after shipment, Seller shall notify the Engineer of transportation carrier and all transfers and references to permit follow-up on status of shipment and delivery.
  3. The Seller shall investigate all limitations in regard to shipping the equipment F.O.B. destination, including seasonal or weather-related load restrictions. Power circuit breakers shall be shipped as completely assembled as transportation limits allow.
  4. Equipment damaged in shipment will be refused on delivery and it will be the Seller's responsibility to arrange for prompt repair or replacement to the standards of new equipment. The Seller will not be relieved of the responsibility of delivering undamaged equipment even if the damage is internal or otherwise goes undetected and the nature of the damage remains unknown until the equipment is energized and tested.
- C. Prior to shipment, all gauge and indicator glass shall be thoroughly cleaned and covered with non-adhesive shipping protectors.
- D. Power circuit breakers shall be shipped as complete as practical. Gas interrupters shall be pre-charged prior to shipment, with any supplemental gas furnished as part of one single shipment.
- E. Delivery shall not be made prior to earliest acceptable delivery specified in the Summary of Proposal. Should delivery be made prior to earliest acceptable delivery date, the Owner reserves the right to withhold initial payment without any additional cost until 30 days after the earliest acceptable delivery date. In addition, the supplier shall be responsible for all incidental costs incurred by the Owner due to early delivery.

## 1.9 DRAWINGS AND INSTRUCTIONAL MATERIAL

- A. Shop Drawings for Approval
1. "Shop Drawings" refers to all the detailed installation drawings prepared by the Seller and/or his suppliers required to construct the material as defined in the specifications, and shall include all fabrication drawings, working drawings, design calculations, foundation loadings, material schedules, detailed layouts, and assembly information.
  2. The Seller agrees that submittals and shop drawings processed by the Engineer are not change orders; that the purpose of submittals and shop drawings by the Seller is to demonstrate to the Engineer that the Seller understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods he intends to use. The Seller alone accepts all responsibility for assuring that all materials furnished under these specifications meet in full all requirements of the contract documents. The Engineer's review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Seller from compliance with the project plans and specifications, nor departures therefrom. The Seller remains responsible for details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication processes and for techniques of assembly.
  3. Submit the following shop drawings to the Engineer in the manner specified hereinafter. Make initial submittal of information requested on or before the date specified in the Summary of Proposal:

- a. Certified outline assembly and installation drawings as appropriate for each item.
- b. Certified arrangement drawing for anchor bolts.
- c. Complete nameplate data for each item.
- d. Schematic diagrams of all control and alarm circuits.
- e. Complete connection diagram of items, including current transformers and linear couplers.
- f. Bushing current transformer data, including excitation and ratio correction factor curves.
- g. Such other similar information as the Engineer may request.

**B. Engineer's Action**

- 1. Engineer will review shop drawings and indicate action taken according to the following classifications:
  - a. **No Exceptions Taken:** Indicates that the shop drawing has been reviewed and appears to be in general agreement with the requirements. Seller may make further distribution of shop drawings and proceed with fabrication and/or installation of the work detailed on the drawing.
  - b. **Make Corrections Noted:** Design revisions, deletions, additions, and comments shown on these drawings shall be incorporated into the design before proceeding with fabrication or drawing distribution.
  - c. **Amend and Resubmit:** Indicates that the shop drawing, or part thereof, does not appear to be in general agreement with the requirements. Engineer's comments are noted on the shop drawing and/or separate letter. Seller shall recheck and make any necessary revisions and resubmit for Engineer's review.
  - d. **Rejected:** Indicates that the shop drawings do not conform to requirements. Reasons for rejection are noted on the shop drawing and/or separate letter.

**C. Shop Drawing Submittal and Distribution**

- a. **Initial Submittal (REVIEW):** Submit one (1) electronic copy in PDF and AutoCAD 2007 format of each shop drawing to the Engineer; direct mailing to the Engineer's email address given in Section 1.1, C. One (1) copy of the shop drawings indicating the Engineer's action will be returned to the Seller with one (1) week from the date of receipt.
- b. **Resubmittal:** If drawing is returned to the Seller with Engineer's comments and action noted "RESUBMIT", the drawing should be rechecked and revised as necessary and resubmitted in manner described in "1 - Initial Submittal".
- c. **Final Distribution (CERTIFIED):** Within the time schedule listed in the Summary of Proposal, Seller shall submit to the Engineer, and one (1) electronic copy in PDF and AutoCAD format of all final drawings covered in Section 1.9, B above. AutoCAD drawings shall be emailed along with all related dependent files such as x-refs, font files, and plot styles, to the Engineer's email address given in Section 1.1, C.

**D. Instruction Manuals, Test Reports, and Parts Lists**

- 1. Seller shall furnish complete instruction manuals covering installation, operation and maintenance for all equipment. Manuals shall include the following items:

- a. All shop drawings listed in Section 1.9, B. (Reduce as required to fit in manuals.)
  - b. Specific equipment instruction books.
  - c. Renewable parts lists for all replaceable parts and assemblies.
  - d. Test report for all shop tests required under Section 1.11.
2. Submit one (1) electronic PDF copy to Engineer for distribution and one (1) printed paper copy with power circuit breaker delivery (located inside control cabinet). Paper copy shall be bound in vinyl and properly labeled to indicate the facilities covered. Engineer's address is given in Section 1.1, C.
- E. Shop Drawing and Instructional Material Transmittal Form
- 1. Seller may use his own form of transmittal letter for distribution of shop drawings, clearly marked "For Approval" or "Certified" as applicable.
  - 2. Submit one (1) electronic PDF copy of transmittal form with each set of drawings or instructional materials.
- F. Seller's Responsibility
- 1. Prior to submittal, check shop drawings for errors, correctness of details, and conformance with the specifications.
  - 2. Notify Engineer of any inconsistencies or questions regarding approval revisions or comments on the drawings.
  - 3. Review of shop drawings by Engineer does not relieve the Seller of responsibility for errors, correctness of details, or conformance with the specifications.
  - 4. Fabrication and shipment of materials or equipment prior to Owner's release of drawings, data, and information mentioned hereinbefore, shall be at Seller's risk.

#### 1.10 CODES AND STANDARDS

- A. Perform work in accordance with best present-day installation and manufacturing practices.
- B. Unless specifically noted to contrary, conform with and test in accordance with applicable sections of latest revisions of following codes and standards:
  - 1. American National Standards Institute (ANSI).
  - 2. National Electrical Manufacturer's Association (NEMA).
  - 3. American Society for Testing Materials (ASTM).
  - 4. International Electrotechnical Commission (IEC) Standards.
  - 5. Institute of Electrical and Electronic Engineers (IEEE).
  - 6. National Electrical Code (NEC)
  - 7. National Electric Safety Code (NESC)
- C. Conflicts between referenced codes and standards: Code or standard establishing more stringent requirements shall be followed.

#### 1.11 SHOP TESTS

- A. Perform standard tests on power circuit breakers in accordance with the latest version of applicable ANSI C37 standards and NEMA Publication SG-4.
- B. Leak Rate Requirements: A quantitative leak rate test must be performed on the breaker with a criteria of 1% or less per year on entire breaker. Any expense to the company to maintain the leak rate of 1% for a period of 12 months must be

reimbursed in total by the breaker manufacturer. In addition to performance of actual leak rate test, manufacturer shall also furnish supporting data indicating in-service leak performance for equipment proposed.

The breaker tanks and associated castings shall be warranted against cracks and leaks due to defects in workmanship or materials that cause annual leak rates in excess of 1% for a period of five years and shall be replaced at the manufacturer's expense (labor and materials).

- C. Provide Engineer with one (1) certified electronic PDF copy of all power circuit breaker test data, including oscillograms when performed.

#### 1.12 INSTALLATION

- A. The equipment will be received, unloaded at job site, assembled and connected by Others.

#### 1.13 FIELD SERVICE TECHNICIAN

- A. Field service is not required but rates shall be included in the Seller's proposal. Provide a competent Field Service Technician who shall:
  1. Advise on assembly of equipment.
  2. Perform visual inspection and check internal contact mechanism.
  3. Perform mechanical and electrical tests as required to insure integrity of service.
  4. Check connections to equipment and adjust control and indicating devices after equipment has been installed and connected.
  5. Fully instruct operating personnel in construction, assembly, operation, and maintenance of equipment.
- B. Field Service Technician shall submit report to the Engineer, listing all test results and mechanical clearances. All required test equipment shall be furnished by Field Service Technician.
- C. Service Technician shall make no less than one trip to the project jobsite(s) to perform work listed above.
- D. If any of the Service Technician's time spent at project site, or if any of his trips to project site are required to make corrections to equipment supplied under this specification resulting from defective material or workmanship used in the manufacture of equipment, such time and trips will be at the Seller's expense.

#### 1.14 FIELD TESTS

- A. Owner will conduct tests and inspection as he deems necessary to determine that equipment functions properly after installation. Any special test equipment will be furnished by others.
- B. If equipment fails to function properly because of defects, Seller will make necessary corrections and, upon completion thereof, demonstrate to Owner that these defects have been corrected.

## 1.15 DEFECTIVE EQUIPMENT

- A. Should equipment fail to conform to specifications or to operate satisfactorily, Owner will have right to operate equipment until defects are corrected and guarantees met.
- B. Owner will have right to operate rejected equipment until it is replaced without cost for depreciation, use, or wear.
- C. Equipment may be removed from operation for examination, adjustment, alteration, or change, only at time approved by the Owner.
- D. Shipment of replacement equipment or devices, if required, shall be expedited with the highest priority.

## 1.16 BID EVALUATION

- A. In estimating the lowest cost to the Owner as one of the factors in deciding the award of the contract, the Owner will consider, in addition to the prices quoted in the Summary of Proposal, the following:
  - 1. Any exceptions taken and noted in the Summary of Proposal.
  - 2. Proposed delivery.
  - 3. Proposed warranty.
  - 4. Estimated cost for field assembly based on Engineer's estimate of hours at \$200/crew hour.
  - 5. Estimated cost of maintenance and operation, as determined from information furnished by the Seller and by survey of other utilities with experience in the operation of equipment proposed by the Seller.
  - 6. If escalation is proposed by the Bidder, the maximum escalated price will be used in comparison of bids. Escalation will be computed on past 12 months of B.L.S. statistics.
  - 7. Field Service Technician as estimated by bidder in Summary of Proposal. Note: Bidder shall provide all field service items specified in Section 1.13 in the estimated time.
- B. Until final award of the contract is made, the Owner reserves the right to accept or reject any and all bids, waive any informalities or accept any bid or bids which in the opinion of the Engineer will serve the best interest of the Owner. The Owner also reserves the right to accept or reject any or all alternates in the same manner.
- C. Optional accessories will only be accepted from the bidder who contracts to supply the power circuit breakers.

## 1.17 FAILURE TO MEET GUARANTEED DELIVERY DATE

- A. Since delivery of power circuit breakers specified herein is critical to the scheduling of the Owner's projects, the Seller shall make every reasonable effort to meet the guaranteed delivery date specified in the Summary of Proposal.
- B. The Owner agrees to indemnify the Seller for circumstances resulting in late delivery of power circuit breakers where such circumstances are beyond the control of the Seller. Circumstances beyond the control of the Seller are defined as: acts of God, acts of government, transportation to final destination, failure of equipment under test, material shortages due to failure of others to make timely

delivery, and any other circumstances reasonably beyond the control of the Seller.

- C. Upon any actual or projected departure from the manufacturing schedule which, in the opinion of the Seller, may result in delay in shipment, the Seller shall immediately notify the Engineer of the following:
  - 1. Explanation of delay or potential delay.
  - 2. Means by which delay could be minimized.
  - 3. Projected new shipment date.
  - 4. Additional details as requested by the Engineer.
- D. Should the Seller fail to make a reasonable effort to meet the guaranteed delivery date where this failure is evidenced by: failure to inform the Engineer of changes in the manufacturing schedule, failure to allow sufficient time for delivery of materials and equipment necessary for manufacturing, or lack of cooperation in effective measures by which delays could be minimized, the Owner may charge the Seller an amount not in excess of \$200.00 per day for each day that the factory shipping date falls beyond the guaranteed delivery date specified in the Summary of Proposal.
- E. The Engineer reserves the right to inspect the progress of work at the Seller's facilities at any time subsequent to notice of such intent.

#### 1.18 FINAL ACCEPTANCE AND PAYMENT

- A. Owner will not accept equipment as final until installation is complete and equipment is ascertained to be in conformance with specifications and guarantees.
- B. Final payment will be made thirty (30) days after receipt of all equipment, drawings, instruction books and test reports as required by these specifications and in accordance with the contract.
- C. Should equipment be received prior to earliest acceptable delivery date, as specified in Summary of Proposal, the Owner reserves the right to withhold payment, without any additional cost, until thirty (30) days after the specified earliest acceptable delivery date. In addition, Seller shall be responsible for all incidental costs incurred by the Owner due to early delivery.
- D. Payment does not constitute final acceptance for warranty purposes.

### PART 2 - PRODUCTS

#### 2.1 230 KV POWER CIRCUIT BREAKER GENERAL

- A. Quantity to be furnished:
  - 1. Two (2) 230 kV Power Circuit Breakers to be used for power transformer protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc.
- B. Service Conditions:
  - 1. Outdoor, continuous duty.

2. Altitude: Power circuit breaker shall be suitable for operating at an altitude of less than 3,300 feet above sea level. For altitudes above 3,300 feet, apply Altitude Correction Factors to the voltage and continuous current ratings in accordance with ANSI C37.04, Table 1.
  3. Ambient Conditions: Ambient temperature of cooling air shall not exceed 50°C; average temperature shall not exceed 40°C for any 24 hour period. Expected minimum temperature is 0°C.
  4. Auxiliary AC power available: 120/240 Volt, single-phase.
  5. Auxiliary DC power available: 125 Volt DC
  6. Seismic Loading: In accordance with the ASCE values.
    - a. SDS: 0.522
    - b. SD1: 0.284
    - c. FPGA: 1.34
  7. PCB terminal connections shall be constructed to withstand the following mechanical loading:
  8. The resultant of the simultaneous forces in (a), (b) and (c):
    - a. The more severe of a wind load of 90 MPH or an earthquake shock of 0.2 G (static).
    - b. Any vector sum of a line pull of 300 lb in line with an axis drawn through the phase terminals plus 150 lb at right angles to an axis drawn through the phase terminals.
    - c. Additional loading imposed by the interruption of rated short circuit current or the magnetic forces resulting within the length of the power circuit breaker from an adjacent phase unit of the power circuit breaker.
- C. The frame shall be such that the lowest live part on the breaker or lowest point for connection to the breaker shall be at an elevation in accordance with the National Electric Safety Code.
- D. The power circuit breaker shall not be limited to a specified number of operations within a time period as long as critical gas pressure and critical stored operating energy is maintained within normal ranges. The power circuit breaker operating mechanism shall not be thermally limited within the ambient operating temperature range of the breaker.
- E. The following specifications apply to base bid power circuit breakers and any alternate power circuit breakers unless specifically stated otherwise.

## 2.2 ELECTRICAL CHARACTERISTICS

- A. 230 kV Power Circuit Breaker Ratings:
1. Construction ..... Dead Tank
  2. Insulating medium ..... SF6 Gas
  3. Number of phases ..... 3
  4. Maximum voltage ..... 242 kV (min.)
  5. Rated voltage range factor (k) ..... 1.0
  6. BIL..... 900 kV
- Note: Bushings shall meet the BIL after applying any altitude correction factors per Section 2-1.B.2.
7. Continuous Current ..... 2,000 A
- Note: All power circuit breakers shall meet the continuous current rating after applying any altitude correction factors per Section 2-1.B.2.



8.	Short-circuit current rating (rms symmetrical at max kV).....	40 kA
9.	Short-time current rating (1 sec.) .....	40 kA
10.	Closing and latching capability .....	104 kA
11.	Interrupting time .....	3 Cycles (max.)
12.	Frequency .....	60 Hz
13.	Closing control voltage .....	125 VDC
14.	Tripping control voltage .....	125 VDC
15.	Control and auxiliary power protection.....	Separate knife switches with separate fuses for DC trip, DC close, and AC.
16.	Number of Trip Coils .....	Two (2)
17.	Motor voltage .....	125 VDC/120 VAC
18.	Auxiliary heater voltage .....	120/240 VAC

**B. Switching Performance**

1. Power circuit breaker shall be suitable for reclosing duty cycle, as specified by ANSI C37.04.
2. Power circuit breaker line charging switching rating shall be in accordance with ANSI C37.04.
3. The recovery voltage during interruption of line charging current shall be a minimum of 2.4 times maximum phase-to-ground voltage at 0.5 cycle and thereafter per ANSI C37.09.
4. The power circuit breaker shall be capable of out-of-step interruption in accordance with ANSI C37.09.

**2.3 STANDARD FEATURES**

- A. Power circuit breakers shall have wet glazed porcelain bushings designed and rated in accordance with IEEE C37.017. Bushing color shall be ANSI No. 70 light grey. Dead tank SF6 power circuit breakers shall have SF6 gas insulated bushings.
- B. One mechanical tripped-closed position indicator for mechanically interlocked mechanisms. Non-mechanically interlocked power circuit breakers shall be provided with one indicator for each pole or operating mechanism.
- C. External emergency manual trip device which shall electrically operate the breaker. Trip device shall be interlocked with SF6 gas pressure contacts to prevent opening the breaker without sufficient gas interrupting medium. Trip device shall also block against electrical closure of the breaker.
- D. Gas power circuit breaker standard equipment:
  1. Provide three (3) temperature compensated gas density gauges for power circuit breakers with individually pressurized poles. Only one (1) temperature compensated gas density gauge is required for single-tank power circuit breakers or individually pressurized pole breakers with common piping. The face of density gauge shall have color codes to indicate normal, fill, and lockout. Temperature sensor shall be shielded to prevent direct sunlight from influencing readings.
  2. The SF6 system shall be supplied with separate shut off valves to each interrupter. All SF6 devices shall be piped to a common manifold to allow for filling or testing from a single connection point without affecting the

- SF6 pressure in all of the interrupters. There shall also be a main shut off valve for the SF6 system.
3. Provide temperature compensated low pressure alarm and cutout switches for each separately pressurized interrupter module. For single-tank and three-tank systems with common piping, only one (1) alarm and one (1) cutout switch will be required. Low pressure alarm should be set to operate, due to either leakage or "critically low" gas pressure, at a higher pressure than cutout switch, actual pressure settings to be per manufacturer's recommendations. Cutout switches shall be provided with a sufficient number of contacts to block tripping of all three phases of the power circuit breaker plus two additional contacts for customers use as cutout alarm.
  4. Complete mounting stand for power circuit breaker and any required oil filled current transformers.
  5. Breakers shall be shipped with partial internal SF6 gas pressure to eliminate the need for evacuation of the pole unit for installation.
- E. A spring-spring operating mechanism mounted and enclosed in a weatherproof enclosure for opening and closing the contacts. Operating mechanism shall be trip free with latch check switch and anti-pumping device. Features and performance shall be in conformance with NEMA Standard SG-4, Part 3, where applicable. Other features shall include the following:
1. Closing spring shall both close the breaker and tension the opening spring.
  2. With the tensioning motor inoperative, the number of available close operations shall not be less than one with the breaker closed and closing spring tensioned upon last close operation, i.e., breaker shall be capable of an open-close-open cycle.
  3. Tensioning motor shall be rated for operation at specified AC motor voltage and DC control voltage. Control shall include a throw-over circuit that will automatically switch to the DC source if the AC motor voltage is lost. Include 3 minute delayed alarm upon loss of VAC.
  4. The time required to tension the springs to operating level shall not exceed 15 seconds.
  5. Closing mechanism shall be manually operable from outside of the tank.
  6. Alarm contact indicating that the spring is not fully charged. Alarm shall include a 3 minute delay.
- F. Standard (NEMA) two bolt ground terminal pads on opposite corners of frame(s).
- G. Operations counter visible from outside the mechanism enclosure.
- H. Manufacturer's standard screened strip heater(s) mounted in mechanism and control enclosures for anti-condensation purposes. Heaters shall be rated for operation at voltage listed in 2-2.A.20 above.
- I. Special tools and devices required to install or to dismantle and reassemble breaker, including maintenance closing device for manual operation.
- J. Terminal boards for control wiring shall be rated 600 V, 30 A, molded block type with insulating barriers between terminals. Terminals shall be strap screw type connections for ring lugs. Blocks shall have a removable marking strip and cover. Approximately 10 percent spare terminals shall be provided on each block for terminating spare conductor and control cables. The arrangement and location shall be such that incoming and outgoing cables can be supported.

Adjacent rows of terminal blocks shall be separated at least six (6) inches edge-to-edge, and at least six (6) inches from sides, top, or bottom of cabinet, for all wiring which will be made in the field. Wiring which will be done at the factory may be made in a space which is not less than three (3) inches. Blocks used for interpanel wiring shall be readily accessible. Heavy-duty terminal blocks with barriers shall be furnished and installed for external power supply cables if required.

## 2.4 REQUIRED ACCESSORIES

- A. Six (6) bushing terminal connectors, stud to 4-hole NEMA pad, tinned bronze, suitable for either copper or aluminum, Anderson Type HDSF, or approved equal.
- B. Two (2) NEMA standard grounding clamps per stand for use with 4/0 to 350 MCM copper conductor. Grounding clamps shall be Sefcor Type GTT2-14-N-T or approved equal.
- C. Manufacturer sized standard control cabinet strip heater for anti-condensation which shall be on continuously. Each additional strip heater will have a control thermostat with an adjustable control range which includes 0°F to 45°F for operation during severe weather conditions shall be furnished. Heater(s) shall be rated for operation at the voltage listed in Section 2.2, A.20 and screened to protect maintenance personnel from physical contact. Accessory heaters shall have over-current protection devices separate from those for standard heaters. AC heater circuits must be supplied with alarm circuits with a 3 minute time delay on loss of AC. Provide heaters in mechanism and control compartments as required.
- D. Minimum of 14 "a" and 14 "b" spare auxiliary switch contacts available for customer's use. In addition, Breakers shall be supplied with two (2) adjustable delayed "b" contacts. These contacts shall be adjustable from 3 to 120 cycles and shall be for customer use only. Manufacturer shall provide additional contacts, as required, for standard breaker control and alarm functions. Auxiliary switches shall be mounted in a dust tight enclosure to prevent contact exposure to foreign particles. Enclosure shall be removable for access to each switch contact. Auxiliary contacts shall be field convertible to either normally open or normally closed.
- E. Mechanism cabinet shall be illuminated by LED light strip. Light shall be push-button controlled, activated by opening cabinet door.
- F. 120 VAC, NEMA 5-20R convenience receptacle, ground fault interrupter type.
- G. Control switch (52CS) for electrically operating power circuit breaker. Switch shall be GE Type SB-1 or Electros witch Series 24, with pistol handle and spring return.
- H. A copper bar, 12" long, 1" wide, and 1/4" thick, shall be mounted near the bottom of the control cabinet. Where the control cabinet is not mounted directly on the frame of the power circuit breaker, the ground bar shall be mounted on insulated supports. Where the control cabinet is mounted directly on the frame of the power circuit breaker, the ground bar shall be grounded on the cabinet. The ground bar shall be drilled and tapped for #10/32 screws to ground control cable shields and spare conductors.

- I. Provide all necessary hoses, regulators, SF6 gas, or other devices normally required to perform gas filling operations for SF6 breakers.
- J. Provide phase discordance protection for all power circuit breakers with non-mechanically interlocked poles. Protection shall utilize auxiliary switch contacts from power circuit breaker poles to detect failure to close any power circuit breaker. Provide an auxiliary tripping relay to initiate re-trip upon detection of phase discordance conditions. Relay shall be rated to operate at DC control voltage listed in Section 2.2. Provide a minimum of two spare contacts from auxiliary relay for customer's use.
- K. Current Transformers
  - 1. Dead Tank Breakers: Two (2) relaying accuracy multi-ratio bushing current transformers on each bushing (total of twelve (12) bushing current transformers per breaker), with short-circuiting terminal boards in mechanism cabinet. All leads shall be wired to the shorting terminal boards such that ratios can be changed without having to de-energize the breaker.
    - a. Bushing current transformers shall be rated 1200:5 multi-ratio, C800 accuracy class with thermal rating factor of 2.0.
    - b. Bushing current transformers shall conform to IEEE C37.110 and C57.13.

## 2.5 REQUIRED SPARE PARTS

- A. One complete set of gaskets.
- B. One trip coil and one close coil.
- C. All spare parts shall be shipped with the power circuit breaker to the destination as quoted in the Summary of Proposal, Section A. Provide Engineer with a signed receipt acknowledging delivery of all spare parts to Owner.

## 2.6 OPTIONAL ACCESSORIES/SPARE PARTS

- A. Provide a manufacturer's list of recommended spare parts and costs for these parts. Include the cost of one (1) spare bushing. This section will not be used in the bid evaluation.

## 2.7 PAINT AND FINISH

- A. Preparation for and application of paint to exterior parts and accessories shall meet or exceed requirements of ANSI C37.12. Color shall be ANSI #70 light grey (Munsell 5BG 7/0.4). Provide two quarts of touch-up paint for each breaker along with a coating system repair procedure.
- B. All masking materials shall be removed from the equipment prior to shipment. Protective shipping covers for gauges, etc., shall be provided in accordance with previous sections.

## 2.8 STANDARDS

- A. The breaker shall be designed, constructed, and tested in accordance with the latest revision of the applicable IEEE, ANSI, NEMA and RUS standards, except

where specific requirements of these specifications conflict with these standards. In such cases, these specifications shall take precedence.

- B. It is assumed that the equipment provided by the manufacturer will be in strict compliance with these specifications unless specific exception is taken and an explanation provided.

**APPENDIX**  
**SUMMARY OF PROPOSAL – ITEM NO. 1**  
**230 kV POWER CIRCUIT BREAKER**

(Requires Completion by Bidder)  
\* Denotes guaranteed value

**A. Price and Delivery**

1. Base Bid:

Total price to furnish and deliver F.O.B. to jobsite, two (2) 230 kV power circuit breakers and accessories as described in Part 2 of these specifications.

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

2. Can Seller meet the specified delivery date based upon award of contract within ten (10) working days after bid opening?

\_\_\_\_\_ \*

(yes/no)

If not, Seller shall enter the earliest guaranteed delivery date of equipment to its final destination.

\_\_\_\_\_ \*

(mm/dd/yy)

**B. Field Service Technician**

1. If required, what is the estimated number of working days required by Service Technician for installation of all power circuit breakers.

\_\_\_\_\_ \*

2. Rate per working day, including expenses.

\$ \_\_\_\_\_ \*

3. Cost of round trip to jobsite including expenses.

\$ \_\_\_\_\_ \*

4. Is the cost of one round trip for the Field Technician (including expenses) for the estimated time and rate as stated above included in the total bid price? Refer to Section 1-13.

\_\_\_\_\_

(yes, no)

5. Explanatory notes regarding field service (Bidders' discretion)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. Drawings**

Will Seller meet delivery dates as listed below

for drawings based upon award of contract within ten (10) working days after bid opening?

1. Drawings for review (4 weeks ARO) \_\_\_\_\_\*  
(yes, no)
2. Certified Drawings (8 weeks ARO) \_\_\_\_\_\*  
(yes, no)
3. If Seller cannot meet drawing delivery dates listed above, show the dates below which can be met.  
  
Drawings for Review: \_\_\_\_\_\*  
(mm/dd/yy)  
  
Certified Drawings: \_\_\_\_\_\*  
(mm/dd/yy)

**D. 230 kV Breaker Data**

1. Manufacturer \_\_\_\_\_
2. Location of Factory \_\_\_\_\_
3. Type (SF6 gas, vacuum, etc.) \_\_\_\_\_
4. Bushing Manufacturer \_\_\_\_\_
5. Do bushings meet specified kV BIL rating after applying all applicable derating factors? \_\_\_\_\_  
(yes, no)
6. Does breaker have provisions for manual closing should auxiliary power service be interrupted? \_\_\_\_\_  
(yes, no)  
  
If no, indicate price of providing closing capability. \$ \_\_\_\_\_
7. List all items which require field assembly:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_

e. \_\_\_\_\_

f. \_\_\_\_\_

**Seller Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By: Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**END OF SECTION**





**Expiration Date: 06/12/24**

## Quotation

**TO:**  
**COLORADO RIVER COMMISSION OF NE**  
**AGENCY 690**  
**555 E. WASHINGTON AVE. SUITE 3100**  
**LAS VEGAS, NV 89101**

**Project Info:**  
**Project: SNWA GARNET VALLEY APEX**  
**Job #: 18012**  
**Bid Date: 05/13/24**  
**Bid Time: 02:00 PM MDT**  
**Quoter: Kenny Fox**

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
482, 562	2		Siemens 15kv breakers SDV7-8E 15kV-20kA-1200A Per attached BOM Cost includes Features & Spare Parts	Unit	36,770.000/EA	73,540.00
4022, 5022	2		Siemens 230kv breakers SPS2S2456330003PST Per attached BOM Cost includes Features & Spare Parts	Unit	207,260.000/EA	414,520.00

**From:**  
**CODALE/NEDCO ELECTRIC SUPPLY 41**  
**702-367-0400**  
**4200 PIONEER AVE**  
**LAS VEGAS, NV 89102**  
**Printed By: Kenny Fox**

<b>Total</b>	<b>488,060.00</b>
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**Notes**

All sales are subject to Codale's Terms and Conditions (T&C's).  
 Available at [www.codale.com/terms](http://www.codale.com/terms)  
 Sales tax is not included in any bid.  
 Pricing valid for 30 days, unless specified.



# HV Circuit Breaker

## Proposal 24129WU-D-1



May 8, 2024

Southern Nevada Water  
Authority

245kV Breakers

SF242234472

**Presented by:**  
Zachary Dallaire  
Applications Engineer HVCB  
(601) 421-9024  
Zachary.Dallaire@siemens-energy.com

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

Dear Customer:

Siemens Energy, Inc. would like to sincerely thank you for the opportunity to provide a proposal to you from our Jackson, MS, USA facility. The SPS2 Gas Circuit Breaker and CPV2 Circuit Switcher product lines have proven to be a successful global product offering. Since the introduction of the SPS2/3AP family in 1997 we have shipped over 50,000 units from our Jackson-MS factory and over 150,000 units globally. Our portfolio of products produced in our facility includes:

SPS2(S) dead tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 4000 A, 50/63/80kA
- 245 kV, 1200 - 4000 A, 40/50/63/80/90 kA
- 362 kV, 1200 - 5000 A, 63/80 kA
- 550 kV, 2000 - 5000A, 63 kA

CPV2S/3AP2 live tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 245 kV, 1200 - 3000 A, 40 kA
- 362 kV, 1200 - 4000 A, 63 kA
- 550 kV, 1200 - 4000 A, 63 kA
- 800 kV, 1200 - 4000 A, 63 kA

- No TRV capacitors are required to achieve full kA rating for typical applications!
- Tested in accordance with C37.06.1 High rate of rise for TRV

The major components of these products are standardized across our complete product offering including dead tank breakers, circuit switchers (Siemens Energy switchers are live tank breakers) and GIS. The commonality of parts across all voltage ranges enables customers to reduce cost, minimize spare parts inventory and provides a common platform for product training. The SPS2 and CPV2 families use state of the art "self-extinguishing principal" interrupters in all ratings. The FA-2 spring-spring mechanism is used for 15.5 kV to 170 kV, 40 kA units; the FA-4/5 spring-spring mechanism is used for 121kV to 245kV-3 cycle, 63kA units; and the FA-5 spring-spring mechanism is used for 245kV-2 cycle, 362KV, and 550kV.

Siemens Energy prides itself in providing the highest quality breakers in the industry while maintaining flexibility to customize each unit to meet each customer's unique needs. Some examples of our premium design include: all roller or ball bearings, all sealed bearings, no lubrication needed in the field, no adjustments required in the field. Our breakers and circuit switchers have proven to be easier to put into service, require less maintenance and have a lower total ownership cost over their lifetime than our competition. **All Siemens Energy breakers have a 12-year inspection / 25-year maintenance cycle, minimizing your total cost of ownership! No adjustments or maintenance are required for life of the unit.**

Again, we thank you for the opportunity to provide this proposal and look forward to any feedback or questions which you may have while reviewing our proposal.

Sincerely,

Zachary Dallaire  
Business Development Manager  
HV Circuit Breaker- West Region

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## Why A Siemens Energy Circuit Breaker / Switcher?

<b>Siemens Energy Offering</b>	<b>Customer Value</b>
Patented high-tech self-compression interrupter with FA operating mechanism	Reliability with Industry-leading mean time failure (MTBF) of 5,000+ years
Standardized platform concept for interrupter and drives	Less inventories of breaker or spares due to very short lead time for replacement parts from factory
Spring-Spring mechanism drive - No maintenance or lubrication required for the operational lifetime of product	Saving of approx. \$5-10K depending on rating for no maintenance or replacement of mechanism
63 kA fault duty breakers for all voltage classes 69 thru 550 kV – No external capacitance requirement for full 63 kA fault duty	Saving of approx. \$25-50K not installing external capacitors
Similar installation footprints of all 72.5, 145 and 245 kV; 63 kA gang and Independent Pole Operator (IPO) breakers	Saving of approx. \$10,000 for installation pad extension for future IPO breakers use
170/80kA gang breaker without any external capacitance for both SLF and TF exposure	Saving of approx. \$25-50K not installing external capacitors
Control cabinet orientation same as oil breaker	Can use same wireway when replacing oil breaker resulting in savings of approx. \$5K
All ratings C2, M2 and E2 mechanical and electrical endurance tested	Long life of 30+ years and 10,000 operations
SPS2 550 kV dead tank breaker with double break interruption design	Customers can accommodate higher X/R up to 35 (IEEE standard is 17) especially close to generation locations
Circuit Switcher (CPV2S) up to 245 kV are tested with more stringent breaker standard and subjected to breaker production tests including power frequency test on each circuit switcher	Provide extra reliability to customers with reclosing capability within 3 cycle
As part of Siemens Energy Inc.'s ongoing sustainability efforts, recycled materials such as steel, aluminum and SF6 gas will be employed where possible. These materials will have the same quality and performance standards as virgin grades.	Reduction of pollution and global warming components released into the atmosphere

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# Proposal

Siemens Energy, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD.

## When issuing a PO to Siemens Energy for a circuit breaker:

- Ensure proposal is still valid
- Issue purchase order to Siemens Energy Inc.
- Ensure all required documents are provided with PO (examples include but not limited to; W9 that matches bill to party, tax exemptions forms, etc)
- Proposal number referenced on PO.
- Payment terms are referenced on PO and match what is quoted on the proposal.
- If an order acknowledgement is not received within 6 weeks of issuing purchase order, please reach out to your sales contact or factory contact.

		Qty	Product
Item 1	Gas Circuit Breaker (DT)	2	SPS2S-245-63-3000-3PST

### Description:

- 230 kV nominal voltage
- 63kA maximum symmetrical interrupting capability
- 3000A maximum continuous current
- Capable of -30°C operation without tank heaters
- 215 inch creep porcelain bushings rated 900kV BIL @ 3300 feet ASL
- 3 cycle, 60Hz, spring-spring operated
- Gang Operation, Frame mounted outdoor Circuit Breaker
- Bushing Current Transformers (total 12 BCT's):
  - Bushings 1-3-5: (6) 1200:5 MR C800 relay accuracy, RF 2.0
  - Bushings 2-4-6: (6) 1200:5 MR C800 relay accuracy, RF 2.0

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**Below mentioned optional parts / services can also be purchased with circuit breaker, please indicate as separate line item in purchase order:**

**Item A: Spare Parts for Circuit Breaker**

Qty.	DESCRIPTION	
1	Y-Relay	
1	Close Coil	
1	Trip Coil	
1	Charging Motor	
1	Porcelain Bushing (72kV)	
1	Porcelain Bushing (145kV)	

**NOTE: Above spare parts prices are only valid with the purchase of the Circuit Breaker requested.**

**Item B: Factory Acceptance Testing (Not included in breaker price)**

Should the customer request witness testing, Siemens Energy can accommodate the witness testing by customer only on one of each rating of the purchased breakers for one day. Price for witness testing is \$6,500 per day. Siemens Energy is not responsible for the travel or other expenses. Please provide this request in the PO and Siemens Energy will provide the tentative schedule for the test. Please note that due to high market demand and capacity constraints of test rooms, Siemens Energy is unable to accommodate FAT requests until further notice. A physical inspection of breaker at time of shipment is possible with factory PM coordination.

**Item C: Technical Field Assistance (Not included in breaker price)**

Siemens Energy Field Service can also support to assist with the breaker installation and or commissioning services at site, below is the contact for Service requirements/offers:

Bryson Berlin  
Siemens Energy, Inc.  
Transmission Services  
Cell: 832-226-1022  
[bryson.berlin@siemens-energy.com](mailto:bryson.berlin@siemens-energy.com)

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**No sales or users tax is included in our prices.**

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## Clarifications/Exceptions

**Siemens Energy circuit breakers are designed and tested according to applicable sections of ANSI/IEEE C37 standard and are not guaranteed to conform to other standards included by reference only.**

All Siemens Energy breaker products are type tested or certified according to ANSI/IEEE applicable standards except CPV2 170 & 245 kV / SPS2S-170-40-3000 breakers are not tested to IEEE 693 High Seismic Qualifications

Below are Siemens Energy, Inc. comments and clarifications/exceptions

**Note:-**

Due to global supply chain issues and subject to material/parts availability at time of manufacturing, Siemens Energy can use substitute parts/components per below table with intention to deliver the order/breaker on time. All substitute parts/components will be fit, form and functionally compliant with original proposed part. In case of drawing change requirement, SE will provide revised drawing(s) with breaker and sending to customer contact person.

Generic Component / part Name	Detail / Functional purpose	Substitute options subject to availability of parts/components			
Bushing Current Transformers (CTs)	Metering and relay CTs	Meramec	Ameran	Narayan	FALCO
Terminal Blocks-1	power terminal	Marathon	Phoenix	GE	States
Terminal Blocks -2	CT testing	Marathon	Phoenix	GE	States
Terminal Blocks-3	Control	Marathon	Phoenix	GE	States
SEL Relays / Breaker monitoring devices	all types / customer specific	No other option available, need to short-ship if breaker is required on scheduled delivery date			
Relays-1	for controls	Square D	Siemens	ABB	
Relays-2	for timing	Agastat	Signaline		

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**Customer drawing approval:**

- Customer drawings for approval are in accordance with applicable standards and customer specification for breaker if provided. Any additional mark up and requirement at approval stage will be subjected to price and delivery changes
- Customer approval process is required to be completed within 2 weeks after first submittal to maintain the committed delivery date in order acknowledgement ARO.

**Standard Document Submittals:**

All electronic drawings will be in AutoCAD or pdf format transmitted via email. Siemens Energy standard final submittal documents are, all other documents will be reviewed and charged separately:

- Breaker outline
- Bushing outline
- Nameplate breaker
- Nameplate operator
- Nameplate BCT
- CT curves
- BCT diagram
- Control diagrams
- Gas Schematic
- Production test report
- Instruction book

**Instruction Books:**

Siemens Energy standard instruction books will be provided – instruction books, test reports and drawings are separate documents.

**Shipping:**

Circuit breakers to be fully assembled, tested, and shipped except for the frame legs. Legs and mounting hardware are shipped with breaker as loose parts. Breakers are shipped with positive SF6 gas pressure, gas bottles for filling breaker to operating pressure are shipped loose if required.

**Bonds/Guarantees:**

Siemens Energy will not issue any type of bonds, corporate guarantees, bank guarantees, etc. for High Voltage Circuit Breakers.

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**Circuit breaker(s) will be equipped and furnished as follows:**

**Control and Operator Power Requirements:**

Control supply voltage:	125 VDC
Spring charge motor supply voltage:	120 VAC / 125 VDC
Accessory supply voltage:	120 VAC
Heater supply voltage:	240 VAC

**Standard components/accessories included:**

- One close coil
- Dual trip coils
- Local/remote selector switch
- LED position indicator lights
- GFI outlet inside control cabinet
- Cabinet light with Switch
- Wire markers on CT wiring (printed on wire)
- Breaker frame mounted temperature compensated density switch and gauge
- Anodized aluminum nameplates according to IEEE/ANSI standards
- #14 AWG Type SIS control wiring
- #10 AWG Type AMW-TEW CT wiring
- NEMA type 3R control cabinet painted ANSI 70 grey
- Galvanized frame and leg assemblies
- Standard installation toolkit included
- SF6 fill gas included
- 1 Set of electronic AutoCAD approval drawings
- 1 Set of electronic AutoCAD certified drawings and 1 set shipped in breaker
- 1 Instruction book in PDF format and 1 Instruction book shipped in breaker

**Customer specific components/accessories included:**

- Fused knife switches
- Un-fused knife switch
- Throw-over scheme on charging motor
- External manual trip device
- Thermostatically controlled cabinet heaters
- Stainless steel nameplates
- #4-500 MCM grounding terminals on frame
- Loss of voltage relays
- Auxiliary switches for customer use
- NEMA 4-hole aluminum terminals

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# Commercial Terms

**TERMS OF PAYMENT:**

All invoices should be paid Net 30 days (subject to credit approval)

**DRAWING LEAD TIME:**

Drawings	Lead Time
Approval drawings (if req'd) will be transmitted:	8 months prior to delivery
Failure to approve drawings within two (2) weeks after submittal may delay shipment	

**SHIPPING LEAD TIME:**

Typical current lead times are given in below table, however, to be confirmed at time of order and subject to drawing approvals:

Breaker Rating	Lead Time
245 kV – 63 kA Dead Tank	165-175 weeks

**DELIVERY TERMS:**

Freight is included in the quoted price for shipments within the contiguous 48 United States. Additional shipping charges may apply if conditions do not permit Seller to utilize its standard delivery methods to the requested delivery destination.

**WARRANTY:**

The warranty period covers the equipment for twelve (12) months after being placed in service or eighteen (18) months after shipment, whichever expires first.

**Bid Validity**

30 days from offer submittal date

**CONDITIONS:**

This proposal is quoted using Siemens Energy Standard Terms and Conditions of Sale for Products. Siemens Energy hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Acceptance of additional or different terms must be specifically agreed to in writing by Siemens Energy.

See attached ("Siemens Energy Standard Terms and Conditions of Sale")

## Supplementary standard terms and conditions for Siemens Energy Grid Transmission Products Effective October 1<sup>st</sup>, 2023

**Cancellation Policy**

Cancellation of equipment for High Voltage circuit breakers will be subject to cancellation charges based on the following policies: (all percentages refer to contract price):

<u>Cancellation Schedule</u>	<u>Percentage</u>
After receipt of order, but before approval drawings submission	30%
After submission of approval drawings, but before production release	40% + Cost of any special & customized parts
After release to manufacturing, but before shipment	75%
Scheduled to ship in less than thirty (30) days are non-cancellable	100%

**Termination as Consequence of Force Majeure**

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## Scope of Supply

Item	Product Name	Quantity		
A	SDV7-SE 15kV-20kA-1200A	2.00		

See "Detailed Scope of Supply" section in this proposal for greater detail.

## Features and Spare Parts:

Item	Description	
1	Arc Resistant Enclosure Tested to ANSI/IEEE C37.20.7 for accessibility type 2B for 15kV Breakers	(Per Breaker)
2	Optional Recommended Spares	See Below

Item	Recommended Spare Parts SDV-SE	
2a	Trip Coil	
2b	Close Coil	
2c	Anti-pump Relay	
2d	Charging Motor	
2e	One complete set of Door Gaskets (12 nos.)	
2f	One complete set of Bushing Gaskets (6 nos.)	
2g	Filters	
2h	Space Heaters	
2i	Vacuum Interrupter (each)	
2j	15kV 1200A Bushing	

**NOTE:** Item categories and quantities for spare parts provided in this document are suggestions and may overlap or change due to each customer's processes and needs.

The spare parts pricing provided in this package is not part of the base offer and only applies to Siemens SDV products. This offer is only valid for the duration of the equipment offer through shipment of the equipment. A more detailed parts list can be provided upon customer approval drawing completion, but pricing increases will apply at that time.

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## Detailed Scope of Supply: Switchgear No. SDV7-21790

Item A: SDV7-SE 15kV-20kA-1200A	
Customer Name	Southern Nevada Water Authority
Project Name	Colorado River Projects- MV Breakers (RLE)
Siemens Proposal ID	SF24483537
Customer Item Designation	SDV7-SE 15kV-20kA-1200A
System	
Design Type	SDV-7 Non Arc Vented
Rated Voltage	15.5kV
Rated Current	1200 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	20kA
Rated Closing and Latching Current	52 peak kA
Full Wave Impulse Withstand (kV)	110
Enclosure	
Cabinet material	Carbon Steel
Roof material	Carbon Steel
Internal Ground bar	One Ground bar provided
High Seismic	Standard Legs - 1 set of braces
Exterior Paint	ANSI 70
Control Panel	Not provided
Kirk Key Interlock	Not provided
ARC Vented	Not provided (Option Available)
Connections	
Stud Connector	1.25" Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater ½ Voltage, 600 W
-40 °C Heater Application	Not provided

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Item A: SDV7-SE 15kV-20kA-1200A (continued)	
<b>Controls</b>	
Release Combinations	1. Spring Trip Coil    2. Trip Coil
Control voltage - spring motor	AC 120 V / DC 125 V (throw-over)
Control voltage - close coil	DC 125 V
Control voltage - trip coil	DC 125 V (5 cycle)
Control voltage - second trip coil	DC 125 V (5 cycle)
Auxiliary Switch, Plug Connector	12NO / 12NC
Control Disconnect	Disconnect Fuse 3KN 3FU
<b>Specials</b>	
Adjustable Thermostat	Required
Convenience Outlet with Light Switch	20A GFCI Receptacle, Door Activated Light Switch w/ Fuse Disconnect
Loss of Control Voltage - Heater	Required
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the closing spring	Required
Emergency Trip	Pull to Trip
Touch Up Paint	Required

Accessories	
Qty	Description
6	Stud Connector, 1.25" Tin-Plated Bronze to 4 Hole Pad
2	Ground Connector, 1-500Kcmil
1	Hand Crank
2	Interior Light to be LED type
2	Gray Color Touch Up Paint

Circuit Breaker					
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty
SDV7-SE 3AH35	1200A	20kA	2x Spring Trip Coil	52 peak kA	1

Current Transformer	Ratio	Qty
C400 Accuracy, 0.3B1.8, Multi-ratio bushing CTs at 1-2-3-4-5-6 X & Y	1200:5A	12

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**Item A: SDV7-SE 15kV-20kA-1200A (continued)**

**Secondary Parts**

Qty	Part Number	Catalog	Description
1	15172212215	KRPA-11AG-120	AUX.RLY,S.R,120VAC,D
2	15172239084	8349K11	PLASTIC LAMP GUARD
1	15172555017	2444D	CONTROL SWITCH,PIST
1	77615009004	3RH2140-1AK60	CONTROL RELAY, 120VAC, 60HZ, 4NO
1	77615009056	3RH2911-1GA04	AUX CONTACT for 3RH21; 4NC; MOUNT ON 4NO RELAY ONLY
1	77905627286	27E891	SOCKET,KRPA RELAY,120VAC,DPDT
1	77975000553	3RP2540-1BW30	ELEC TIMER, OFF DELAY, 2 SPDT, 0.05-600S, 7 RANGES

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## Product Description:

### SDV7 non-arc-resistant and SDV7-AR arc-resistant medium-voltage, outdoor distribution circuit breakers:

#### Ratings Offered:

- 15.5 kV, 20 kA to 40 kA, 1,200 A to 3,000 A, 110 kV BIL
- 27.6 kV, 20 kA to 25 kA, 1,200 A to 2,000 A, 150 kV BIL
- 38.0 kV, 20 kA to 40 kA, 1,200 A to 2,500 A, 200 kV BIL

#### Operating Mechanisms Offered:

- Spring Actuated
- Magnetic Actuated

#### Enclosure Offered:

- Standard: non-arc-resistant, type SDV7
- Optional: arc-resistant, accessibility type 2B to ANSI/IEEE C37.20.7, type SDV7-AR

#### Features include:

- Extended capacitor switching (optional)
- Tested for out-of-phase switching ratings (ANSI/IEEE C37.09)
- Large relay and control compartment
- Stainless steel exterior hardware
- Porcelain dry-type bushings with extended creep
- Highly reliable vacuum interrupters - MTTF over 53,000 years
- Pair with Siemens protective relays to match any typical application
- Moderate and high seismic qualification (Zones 1-4) available
- Meets or exceeds the latest ANSI, IEEE and NEMA standards
- ANSI/IEEE "rain tested" enclosure (ANSI/IEEE C37.20.2-1999)

#### Product Information:

<http://w3.usa.siemens.com/powerdistribution/us/en/product-portfolio/SDV7-Distribution-Circuit-Breaker/Pages/SDV7.aspx>



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## Proposed Paint Process:

The paint system used for all equipment provides a durable finish which is highly resistant to marring and scratches. It is applied in a modern paint facility, to achieve a consistent appearance and uniform coverage, with excellent edge coverage.

The procedure is as follows:

**Surface Preparation:** Steel is prepared before painting by a seven-stage wash system.

- Stage 1 - Alkaline Cleaner
- Stage 2 - Fresh Water Rinse (1)
- Stage 3 - Fresh Water Rinse (2)
- Stage 4 - Zinc Phosphate Treatment
- Stage 5 - Fresh Water Rinse (3)
- Stage 6 – Fresh Water Rinse (4)
- Stage 7 – Drying oven

**Finish:** The finish material is a thermosetting polyester powder coating applied with electrostatic equipment at a nominal 4 mils +/- 1 mil dry film thickness and cured at 374 °F (190 °C) for 30 minutes. Finish color is **ANSI 70** Gray, with texturized appearance. The cured finish exhibits excellent flexibility and durability, as well as very good corrosion protection, chemical/solvent resistance, and hardness. For surfaces exposed to the weather, an additive is employed in the powder to increase resistance to fading and improve salt-spray performance.

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## Commercial considerations

### Terms and conditions

Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services will apply. Siemens hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process, however acceptance of additional or different terms must be specifically agreed to in writing by Siemens.

### Progress Milestone Payments (Equipment).

The following progress payments will apply to this project. Partial shipments will be invoiced at their corresponding value. Any billing plan different to the one below must be mutually negotiated, prior to purchase order issuance.

Upon shipment or when placed into storage in the event shipping is delayed by Buyer	100.00%
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### Cancellation schedule

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or applicable portions thereof, will apply:

After receipt of order, or before approval drawings are completed	15.00%
After approval drawing completion, but before release to manufacturing	30.00%
Before start of fabrication, but after major component purchase	60.00%
After start of fabrication, but before start of assembly	80.00%
After assembly has started	100.00%

### Quotation validity

This proposal will remain in effect for **60 days** from the Date of Issue, unless changed in the interim upon written notice from Siemens. Documents and related correspondence shall be sent to the local Siemens office or an authorized Siemens distributor. The proposal is based upon Siemens interpretation of the plans and specifications and is subject for correction for errors. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter and shall not be modified except in writing signed by both parties.

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**Conditions of sale**

Price policy	<p>Prices are firm for shipment by June 2025. In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., prices shall be adjusted based on MVS Index escalation formula as indicated below. Price escalation on material/services supplied by our sub-suppliers will have to be reconfirmed separately once the new dates are confirmed. If storage is required, additional charges will apply and will be determined at the time the equipment is placed in storage.</p> <p><u>MVS Index Escalation Formula:</u></p> <ol style="list-style-type: none"> <li>The quoted prices shall be adjusted based on the MVS Index Calculation Formula (see below) and shall apply to Siemens Equipment</li> <li>The Producers Price Index, series 33513 from the U.S. Department of Labor, Bureau of Labor Statistics will be used: <a href="https://data.bls.gov/timeseries/PCU335313335313?amp%253bdata_tool=XGtable&amp;output_view=data&amp;include_graphs=true">https://data.bls.gov/timeseries/PCU335313335313?amp%253bdata_tool=XGtable&amp;output_view=data&amp;include_graphs=true</a></li> <li>Monthly Index Preliminary Data will be revised four months after original publication.</li> </ol> <p><u>MVS Index Calculation Formula:</u></p> <ul style="list-style-type: none"> <li>Base Month Index (BMI) = June 2025</li> <li>The Option Month Index (OMI) = Month of the new delivery date</li> </ul> <p>Final index % Price Adjustment (if any) = (OMI/BMI) X each unique NET sell price</p>
Payment terms	<p>Progress payment per schedule in this offer, which is subject to credit approval. All payments are due <b>NET 30</b> days from date of each invoice.</p>
INCO & Delivery:	<p>2010 – DAP or FOB. Freight <b>Prepaid and Allowed</b> to contiguous USA. Additional freight charges will apply for destinations outside the contiguous USA.</p>
Purchase Order:	<p>In the event a purchase order is generated based on the scope of supply described in this proposal, the purchase order must have the following information included to process the order and eliminate delays during the order entry process.</p> <p><b>For NEW customers to Siemens please provide a tax certificate and W-9 form prior to or upon submission of a purchase order.</b></p> <ol style="list-style-type: none"> <li>The customer's Purchase Order must be made payable to:  <b>Siemens Industry, Inc.</b>  7000 Siemens Road  Wendell, NC 27591</li> <li>The correct proposal/revision number should be referenced on the purchase order.</li> <li>PO must refer to the Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services or any pre-negotiated terms with Siemens Industry, Inc., as the case may be, to be the applicable terms for the order.</li> <li>The purchase order net price must match the proposal price as outlined in the proposal summary.</li> </ol>
Back charges:	<p>Siemens will only accept reasonable back charges if notified in writing within five days of customer identifying a repair is needed and afforded an opportunity to cure within a commercially reasonable time.</p>

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Liquidated Damages	<p>If Seller fails to complete delivery of Goods within the time period as specified in the Purchase Order due to no fault of the Buyer, Seller shall pay to Buyer damages not in excess of \$200 per day beyond the Goods delivery date until delivery is completed in accordance with the Purchase Order ("Liquidated Damages"). The parties acknowledge and agree that the Buyer's actual damages arising from a delay in delivery by the Seller would be difficult or impossible to calculate, and that in light of the circumstances, the amount of Liquidated Damages referenced herein represents a reasonable approximation of such damages and not a penalty. The Liquidated Damages referenced herein shall be in lieu of actual damages and shall constitute Buyer's sole remedy for any delay in the delivery of the goods. Aggregate Liquidated Damages shall not exceed 5% of the Purchase Order value of the Goods delayed.</p> <p>Liquidated Damages shall not apply in the following instances:</p> <ol style="list-style-type: none"> <li>1. Delivery in a timely manner regardless of whether nonconformities are identified after delivery.</li> <li>2. Delay caused by Buyer not providing timely approval of drawings and commercial information.</li> <li>3. Events outside Seller's control.</li> </ol>
Other terms	<p>Unless stated in writing by Siemens, Siemens' prices exclude charges for unloading, storage, insurance, taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties, or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens.</p>
Storage	<p>In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., and the equipment needs to be kept in storage, a storage fee in the amount of 1.5% of the equipment value shall be charged per month on the first day of each month.</p> <p>In the event that shipment is delayed for reasons beyond our control, payment shall be effected against shipping agent's confirmation that the material is ready for shipment or storage.</p>
Warranty	<p>The warranty period will be <b>60</b> months from the date of shipment (bill of lading) or <b>54</b> months from date of commissioning, whichever event may occur first. For details related to the specific guidelines of Siemens Warranty please refer to Standard Terms and Conditions of Sale for Products and Services</p> <p><a href="http://www.usa.siemens.com/mvterms">www.usa.siemens.com/mvterms</a></p>
Export Control	<p>Buyer agrees to comply with all applicable export laws and regulations relating to the resale, exportation, transfer, assignment, disposal, or use of the goods, including any Purchaser acknowledges that [SOC/Seller/Contractor/Consortium] is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, usage of the [Work/Equipment/Services] provided under the Contract, including any export license requirements. Purchaser agrees that such [Work/Equipment/Services] shall not indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations of the continuing performance by [SOC/Seller/Contractor/Consortium] of its obligations hereunder that compliance with such export laws and regulations be maintained at all times.</p> <p><b>PURCHASER AGREES TO INDEMNIFY AND HOLD [SOC / SELLER / CONTRACTOR / CONSORTIUM] HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.</b></p>
Conflict Minerals	<p>Siemens will make commercially reasonable efforts to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act's provisions requirements concerning conflict minerals. Conflict minerals as defined herein mean tin, tantalum, tungsten, and gold ("Materials"). Specifically, Siemens will exercise reasonable efforts to identify, through Siemens AG's global supply system, the source and chain of custody of the Materials used in the Products to the extent of the information available to Siemens; and will, upon reasonable advance written request, provide Buyer with a complete and accurate conflict mineral report detailing the source and chain of custody of Materials (in a format that is as comprehensive as called for by the Industry Electronic Citizenship Coalition ("EICC") and the Global e-Sustainability Initiative ("GeSI") reporting template.</p>

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## Schedule

The table(s) below provides typical project lead times for projects requiring approval drawings (Approval)

- The project cycle starts after receipt of a technically and commercially clear purchase order.
- The quoted lead times are based on current engineering and factory production capacity.
- Upon order entry, actual lead times will be acknowledged which will be dependent on available engineering & production capacity at the moment the order is received.
- Lead times are conditional upon one (1) review cycle and Customer release to manufacturing and return of the approval drawings within the timeline indicated in below chart.
- Any deviation to these premises will lead to an adjustment in delivery time.
- Confirmed schedule will be provided 2 weeks after customer release for Manufacturing and return of the approval drawings.

Description	Submission of approval drawing package <sup>1</sup>	Customer review	Equipment ready for shipment (after release to manufacture)	Factory Acceptance Testing (FAT), if applicable (additional charges may apply)	Total cycle time to shipment from factory
Item A	5	2	38	XX	45 (weeks)

**\*\*Above lead time is our 'Ready to Ship' date, additional 2 weeks' time estimated for delivery.**

<sup>1</sup>Submission of approval drawing package consists of:

- General arrangement and floor plan with primary one-line diagram
- General information
- Three-line diagram
- Schematic
- Panel arrangement
- Accessories list
- Nameplate engraving
- Electrical bill of materials

If the scope of supply includes SEL devices, the quoted lead times may be increased. This impact will be reevaluated accordingly at the time of release to manufacture based on the actual lead times from SEL at that moment. Siemens shall not be liable for any delays caused by SEL or by any additional efforts and costs that Siemens must undertake to keep planned dates. If lead times for the equipment is of concern, please reach out to your Siemens representative to evaluate alternate options with Siemens SIPROTEC relays to improve the lead times and potential cost savings.

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## Comments and Clarifications

The quoted price is based on the following documents, which are received with the request for quote:

### Commercial Documents:

1. None.

### Technical Documents:

1. Drawing:
  - a. No drawing submitted.
2. Specification:
  - a. Section 337723 – 15kV Power Circuit Breakers.

### Commercial Comments:

1. The **Customer Visual Inspection (CVI)** is an opportunity for the Customer Representative to visit our manufacturing facility for the purpose of visually inspecting their equipment. This includes a general survey of such things as the number of sections, general configuration, components used, shipping plans/splits, etc. Inspection does not include any type of powering up of the gear or any functionality test. An inspection does not include the support of the testing personnel on the floor. The factory will not charge the customer for a CVI visit. Food, travel, lodging, permits, and miscellaneous expenses are to be borne by the customer.
2. The **Factory Acceptance Test (FAT)** is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of \$3,000.00 for the first day and \$2,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits, and miscellaneous expenses are not included in the above and are to be borne by the customer. If circumstances surrounding COVID-19 prevent an in-person FAT at a Siemens factory, we will offer a remote video FAT as an alternate. For more information regarding Siemens FAT offerings: <http://usa.siemens.com/fat>
3. Field service, start-up, testing, commissioning, training, and analysis/studies are to be supplied by others unless explicitly outlined in the scope of supply.
4. Relay settings, relay programming, system studies, coordination, interfacing, and installation are to be supplied by others unless explicitly outlined in the scope of supply. Should this scope be required please refer to the "System Engineering Service" rate sheet at the end of the proposal.
5. Certificates for items such as seismic ratings are available for the standard product design. Project-specific certificates are not included in this proposal unless explicitly listed in the scope of supply.
6. This proposal is based on our best interpretation of the single line drawing and specification, and Siemens reserves the rights to revise the quotation if our interpretation differs from actual requirements.
7. Additional technical comments and clarifications may be generated during the detailed engineering phase of the project.
8. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter and shall not be modified except in writing signed by both parties.

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9. Siemens' obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos (or any sanctions).
10. Siemens takes exception to external Codes of Conduct, Quality, Drug and Safety programs and policies. This offer is based on Siemens Code of Conduct, Quality, Drug and Safety programs and policies.
11. Insurance endorsements, bonds, and all other forms of surety, if required, shall be provided in accordance with Siemens guidelines using Siemens standard forms and rates.
12. Hard copies of the Siemens standard Installation, Operation and Maintenance manuals will be included in the accessories of the shipment. An electronic copy of the standard manual can be provided, upon request, by the Project Manager or Contract Administrator assigned to the project. Requirement for Special Operation and Maintenance Manuals will require a separate line item on the purchase order. Additional fees & time will apply to provide such special manuals, unless explicitly stated as included in our proposal.
13. It has now become clear that COVID-19 may, in unpredictable ways, affect business activities that are essential to the performance of the Siemens' scope of work. Siemens is closely monitoring the development of COVID-19 and its associated impacts and will endeavor to (as promptly as they are known) inform Apex Clean Energy Holdings, LLC-4th St. N.E. of the impacts that COVID-19 has or may have on Siemens' manufacturing, supply chain, operations, logistics, and personnel relating to Siemens' scope of work, if any. As the full impacts from COVID-19 are currently unknown and are unknowable at this time, Siemens will provide Apex Clean Energy Holdings, LLC-4th St. N.E. with written notice of any schedule impacts resulting from COVID-19. Siemens shall be entitled to schedule relief to the extent necessary to overcome any unknown impacts from COVID-19. If you have any questions or concerns respecting this Order Acknowledgment or the COVID-19 points discussed herein, please contact the Siemens Project Manager responsible for this work to resolve such concerns as soon as possible.
14. Goods quoted in this proposal are manufactured in Mexico, a NAFTA country. Any applicable Buy American provisions must be reviewed by Siemens to determine compliance. Customer must notify Siemens of any applicable Buy American requirements and provide Siemens with a complete and accurate copy of the applicable Buy American provisions. Siemens reserves the right to reject any order where compliance with Buy American requirements is not possible or cannot be determined.

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## Technical Clarifications / Deviations / Exceptions:

Ref Doc	Section	C/D/E	Description
N/A	N/A	C	The pricing shown in this proposal is only valid for items listed explicitly in the BOM. Any changes required will need to be evaluated for potential pricing and lead time impacts.
N/A	N/A	C	Siemens type SDV7 distribution circuit breaker is precision-built equipment designed to function efficiently under normal operating conditions. It is designed and manufactured to operate within the parameters established in ANSI/IEEE C37 and NEMA standards for distribution circuit breakers. Performance requirements of these standards have been met or exceeded by these designs. Specific standards which apply include: <ul style="list-style-type: none"> <li>• ANSI/IEEE C37.04-1999 rating structure for AC high-voltage circuit breakers.</li> <li>• ANSI/IEEE C37.06-2009 preferred ratings AC high-voltage circuit breakers.</li> <li>• ANSI/IEEE C37.09-1999 test procedure for AC high-voltage circuit breakers.</li> <li>• NEMA SG4-2009 for AC high-voltage circuit breakers.</li> </ul>
Section 337723 – 15kV Power Circuit Breakers	1.9 C.1.	C	All drawings for initial and final review shall be submitted as one (1) electronic copy in PDF and AutoCAD 2020 format.
	1.17 D.	D	Siemens accepts this with the addition that the aggregate amount charged by the Owner shall not exceed 5% of the Purchase Order value of the Goods delayed. Please see Siemens Standard Liquidated Damages clause on page 10 of this proposal.
	2.4 J.1.a.	D	Due to the case thickness of a 1200:5-C800 CT, it is not possible to mount more than one CT per bushing. Siemens is proposing 1200:5-C400 CTs to allow mounting of twelve 1200:5 CTs on bushings. Please see preliminary drawings at the end of this proposal.
	2.8 A.	C	The SDV7 breakers are not RUS listed. Most configurable products for the utility market like vacuum circuit breakers and reclosers are not currently RUS listed per - <a href="http://www.rd.usda.gov/files/UEP_TECHNICAL_LoM.pdf">http://www.rd.usda.gov/files/UEP_TECHNICAL_LoM.pdf</a> . If RUS listing is required, the customer may go through the "Unlisted Equipment Approval" process. Please reach out to the RUS Contact provided below with the product rating and type. RUS will contact Siemens with any further questions or documentation required from our end to complete the process. <b>RUS Contact:</b> Norris W. Nicholson, Chair Technical Standards Committee "A" Phone: (202) 720-1979 E-Mail: <a href="mailto:Norris.Nicholson@wdc.usda.gov">Norris.Nicholson@wdc.usda.gov</a>
N/A	N/A	C	Unless otherwise specified in the project contract, the colors of the circuit breaker manual releases shall conform to the requirements found in IEEE STD. C37.04. The standard stipulates the use of the color RED to indicate that the release opens or trips the circuit breaker and the color GREEN or BLACK to indicate that the release closes the breaker.
N/A	N/A	C	Due to current global shortage of electrical and electronic components like control switches, indicating lights, terminal blocks, etc., during order execution, we reserve the right to propose substitutes of the same quality and function. This is in the interest of mitigating potential impacts on the lead time. These changes will be communicated to customer during order execution as applicable.

### Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services

April 14, 2021 (Ver 1.4)

This proposal is quoted using Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services. The terms and conditions can be reviewed in their entirety by following the link below:

[www.usa.siemens.com/mvterms](http://www.usa.siemens.com/mvterms)

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April 19, 2023

Prices effective April 19, 2023 and subject to the following terms: (a) change without notice; (b) the terms and conditions set forth herein.

# Field Service Rates

Page 1 of 2

**Siemens Industry, Inc. (Siemens)**, maintains a highly-skilled staff of competent, trained engineers, technicians and specialists for the purpose of furnishing (1) Installation Services, (2) Advisory Services (3) Maintenance Services, and (4) Management Services related to mechanical and electrical equipment and systems at customer facilities.

**Installation Services** include those related to new apparatus such as project service, technical assistance during installation and start-up, and the initial testing of equipment or systems.

**Advisory Services** are those involving engineering studies, tests and evaluations including system or equipment modification and special customer training programs.

**Maintenance/Retrofit Services** are continuing engineering services or apparatus repair and retrofit to maintain equipment or system integrity.

**On Demand Requests-Emergency and Non-Emergency** – is defined as any work where less than five business days advance notice is provided before we are expected to be on-site.

**International Work – All work beyond the Domestic 48 States-** Expenses to include Business Flights, Visas, Taxes, any expenses not normally associated with Domestic Work. Work will be strictly Technical Field Assistance, all hands-on work to be performed by others. Any lost equipment will be replaced at customer cost. Time will be invoiced from home until back at home. Non-working weekend work will be considered Standby Time and charged at 8 hours Straight Time rate.

## Description of Classifications of Services:

The following general guidelines are used to determine the rate applied to work performed. Siemens has final decision on the skill set required and the labor rate to be invoiced.

1. **Field Service Engineer II:** Services include, but not limited to, commissioning, troubleshooting, installation checkout, protection and controls testing, switchgear retrofit and repair, and technical field assistance of electrical equipment up to 69kV.
2. **Field Service Engineer III:** Services for complex electrical systems such as Gas-Insulated Switchgear, power system studies, IoT systems, eMobility, Power Control & Communications Systems, Low and Medium Voltage Drives, Automation Engineering and Engineered & Designed Solutions.
4. **Project Manager:** Services include management of schedule, resources, and sub-contractors as applicable for successful project completion. Project Manager/On-Site Manager is also responsible for providing schedules and work plans as required. Includes on-site non-working supervisor. Services include management of schedule, resources and site execution.

## General Commercial Conditions:

### Invoicing

Unless otherwise specified in its proposal, Siemens Industry, Inc. shall have the right to invoice the customer for all material delivered and work performed under this order at such times that it considers appropriate.

### Terms of Payment

All payments shall be net thirty (30) days from date of invoice.

### Special Training

All time to complete site-specific training will be billed at the applicable Service Level Hourly Rate indicated in the Classification/Rate Schedule table provided on the following page.

### Terms and Conditions of Service

*Standard Terms and Conditions of Sales for Siemens, Joint Product and Services Offering* can be found at [Terms & Conditions](#) and are incorporated by this reference and made a part of this document.

**Standby Time** is defined as time, up to 8 hours per day, during which Siemens personnel, during their field assignment, is available for work but is not working because of circumstances beyond Siemens' control, including weather conditions. Each hour of standby time shall be invoiced at the applicable rate.

Siemens reserves the right to waive or modify any rates or charges at their discretion upon previous notice to the customer before commencing work.



April 19, 2023

# Field Service Rates

Prices effective April 19, 2023 and subject to the following terms: (a) change without notice; (b) the terms and conditions set forth herein.

## Classification / Rate Schedule

Engineering Service Level	Straight Time Hourly Rate	1.5 Hourly Rate	2.0 Hourly Rate	Minimum Billing Rate
Field Service Engineer II <sup>1</sup>	\$ 260	\$ 390	\$ 520	\$ 1,040
Field Service Engineer III <sup>2</sup>	\$ 300	\$ 450	\$ 600	\$ 1,200
On Demand Call-out	\$ 320	\$ 480	\$ 640	\$ 1,280
Project Manager	\$ 270	\$ 405	\$ 540	\$ 1,080
International	\$ 370	\$ 555	\$ 740	N/A
Per Diem (Local) <sup>3</sup>	\$150/day			
Per Diem (Overnight) <sup>4</sup>	\$325/day			
Per Diem (International)	Actuals +20% Markup			

<sup>1</sup>This classification will be utilized for general Time and Expense Work

<sup>2</sup>This classification will be utilized for sites requiring extensive specialized requirements with limited Siemens personnel availability, such as mining, nuclear, off-shore or federal sites.

<sup>3</sup>Includes meals, ground transportation (i.e. vehicle mileage, tolls, parking, etc.) and incidental expenses (excludes airfare and hotel expenses).

<sup>4</sup>Includes hotel, meals, ground transportation and incidental expenses (excludes airfare expenses).

**Straight Time** is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

**Premium Time** is defined as time worked in excess of or at times other than the regular straight time schedule.

- **Monday thru Friday (except holidays)**  
After 8 hours - 1.5 times the straight time rate.
- **Saturdays (except holidays)**  
First 12 hours - 1.5 times the straight time rate. After 12 hours until relieved - 2 times the straight time rate.
- **Sundays and Holidays**  
2 times the straight time rate.  
Holidays are defined as those days observed by Siemens Industry, Inc.

### Per Diem Rates

The Per Diem rates include Field Service Representative meals, local ground transportation (vehicle mileage, tolls, parking, etc.), incidental expenses and hotel expenses (if applicable). Does not include any expenses for air travel.

### Itemized Travel, Living and Incidental Expenses

Where required in lieu of Per Diem and not included in any of the hourly rates, shall be invoiced at cost plus 20% Markup. This will include any airfare required in addition to Per Diem.

**Travel Time** is defined as all time spent by the person traveling to the jobsite, and in returning, including travel occurring on Saturdays, Sundays, and holidays. Each hour of travel time shall be invoiced at the applicable rate.

**Hourly and Daily Rates** do not include travel or living costs. Should the customer require additional documentation such as copies of employee expense reports and/or expense receipts, a written request must be submitted to Siemens Industry, Inc. before commencing work. See Itemized Travel, Living and Incidental Expenses below.

### Minimum Billing

Minimum billing for any day that service is performed will be four (4) hours at the applicable rate. The minimum can include off-site activities such travel time, mobilization, demobilization and report generation.

### Other Charges

The following charges will be applied in addition to the service rates:

#### A. Special Tools and Test Equipment

When a particular job requires the furnishing of specialized tools, equipment, or instruments not included in standard Field Service Representative "Truck Stock", a charge will be made equal to either the cost of acquisition plus 20% markup or we will use the Siemens Price List TER23R0 for Test Equipment Rental Charges.

#### B. Material Furnished by Siemens Industry, Inc.

All Siemens Industry, Inc. material used on the job will be billed at current prices.

#### C. Third Party Labor and Consumable Materials

On selected jobs where it is practical to utilize third party labor (solely at Siemens discretion) to perform a portion of the work, their services, along with any third-party materials will be invoiced at cost plus 25% markup.



Siemens Industry, Inc., RC-US SI EA,  
7000 Siemens Road, Wendell, NC 27591 United States of America

Name Terrance Woodyard  
Department RC-US SI EA  
E-mail [Terry.Woodyard@Siemens.com](mailto:Terry.Woodyard@Siemens.com)  
Date June 29, 2022

Dear valued Siemens Customer,

This letter provides an update on the current delivery capability of Siemens Electrification and Automation factories producing select low- and medium-voltage power distribution products and protection and automation solutions.

- Siemens, along with suppliers of various components, have manufacturing facilities that continue to be affected by global supply chain delays. These impacts include labor shortages, transportation delays, and raw material availability. Since the last update to our customers earlier this year, the situation has not improved significantly for Siemens or our suppliers. Despite our proactive approach to supply chain and inventory management, our ability to deliver your Siemens type SDV outdoor distribution circuit breaker in a timely manner has been impacted.

In this environment of supply chain challenges, we will be making some component sourcing/supplier changes for some of the non-critical components (for example, LED lamps, control switches, test switches) used in our SDV circuit breakers to improve our on-time deliveries. The alternate components have been fully vetted by our R&D, Engineering and Quality teams to ensure that the performance and quality of the SDVs will not be adversely affected by the change.

Siemens is committed to continuing to communicate with you the status of your orders while we work diligently to deliver them. If you have any questions, please reach out to your Siemens account representative.

With kind regards,

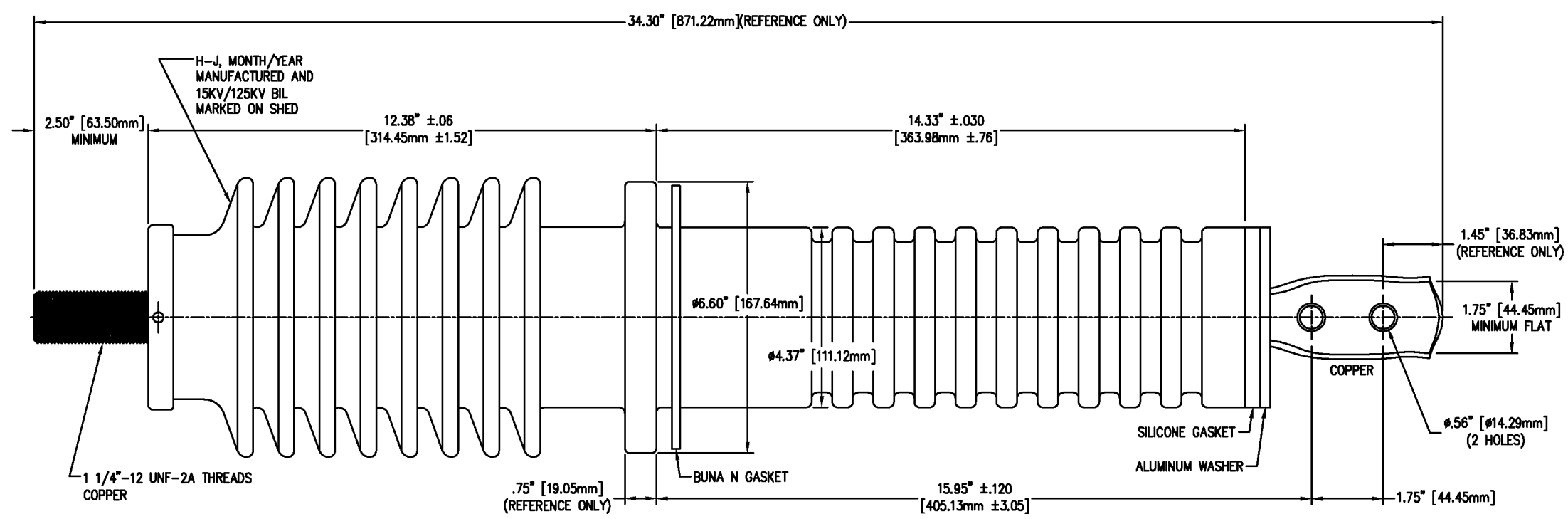
**Woodyard**  
**Terrance**

Digitally signed by Woodyard  
Terrance  
DN: cn=Woodyard Terrance,  
o=Siemens,  
email=terry.woodyard@siemens.com  
Date: 2022.06.29 12:22:00 -0400

Terrance Woodyard  
Principal Product Manager - Outdoor Distribution Circuit Breakers  
Siemens Industry, Inc.  
Smart Infrastructure Electrification and Automation

1

2

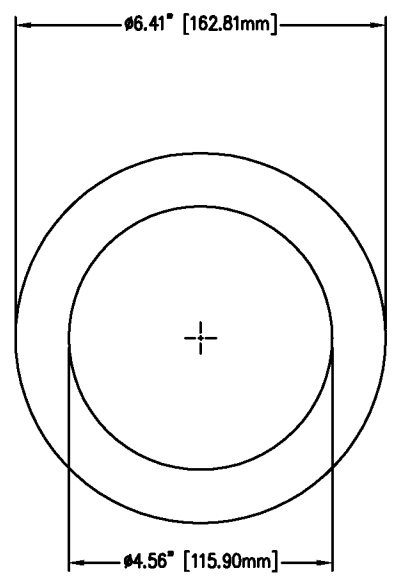
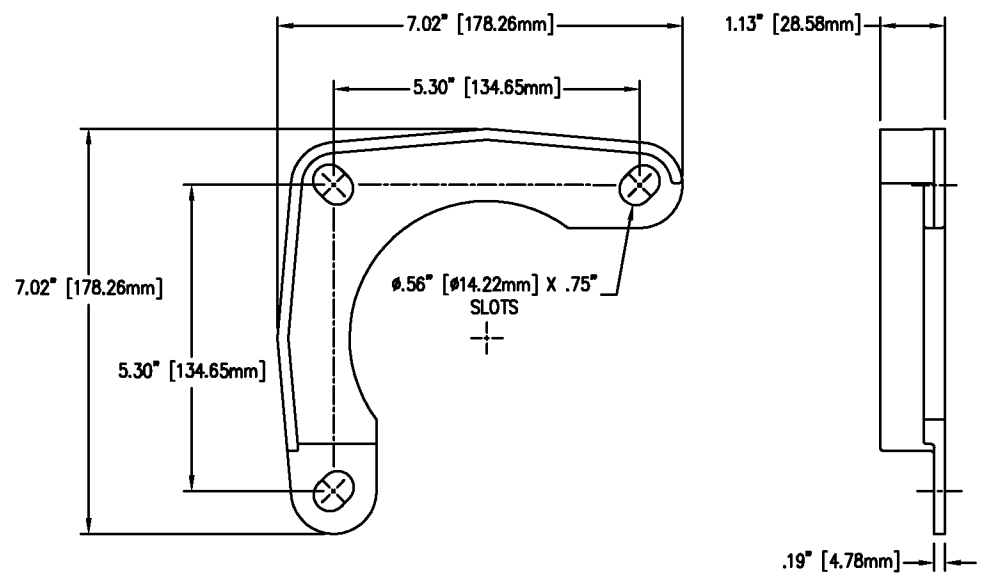


NOTES:

1. BUSHING MATERIAL IS WET PROCESS ELECTRICAL PORCELAIN
2. GRAY GLAZE ANSI 70 SKY GREY - MUNSELL 5BG 7.0/0.4
4. 60HZ WITHSTAND: 50KV DRY  
45KV WET
5. CREEPAGE: > 25.20" TOP  
> 18.30" BOTTOM
6. STRIKE: 11.00"
7. TOP AND BOTTOM TERMINALS ARE TIN PLATED
8. BIL: 125kV
9. CANTILEVER STRENGTH: REQUIRED: 1250 NEWTONS  
TESTED: 1349 NEWTONS

ROOF MOUNTING FLANGE  
TWO PIECES REQUIRED PER ASSEMBLY  
MATERIAL: ALUMINUM TENZALLOY

BUSHING TO ROOF GASKET  
ONE REQUIRED PER ASSEMBLY  
MATERIAL: .19" ±.020" NITRILE BUNA N



STANDARD DRAWING  
DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

SIEMENS SALES ORDER:	PRELIMINARY APPROVAL/CERTIFIED:	PRODUCT TYPE SDV	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: BUSHING, 15KV-1200A-SDV SDV7-15.5kV-25-1200-RP
CUSTOMER PROJECT:		DRAWN:	
GROUP:		APPRV:	
CUSTOMER ORDER:		DATE: DATE	QTY:

USED ON: SDV MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

04 10-08-2013 DKO REVISED PART NUMBER OF DRAWING WAS A7E032406116002		03 10-04-2012 DLC REVISED SDV6 & SDV7 TO SDV		02 10-13-2010 DKO DEFINED STUD MATERIAL		01 11/21/08 DLC ADDED NOTE 9		<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC		ANGULAR <input checked="" type="checkbox"/> MACHINED SURFACE TEXTURE		SIMILAR TO		
MATERIAL		PART NUMBER		A7E32406116002										
WEIGHT (LBS)	PART NAME			SCALE	CHARACTERISTICS		SHEET NO.							
48	BUSHING, 15KV-1200A-SDV			3.5X	←		01-F							

1

2

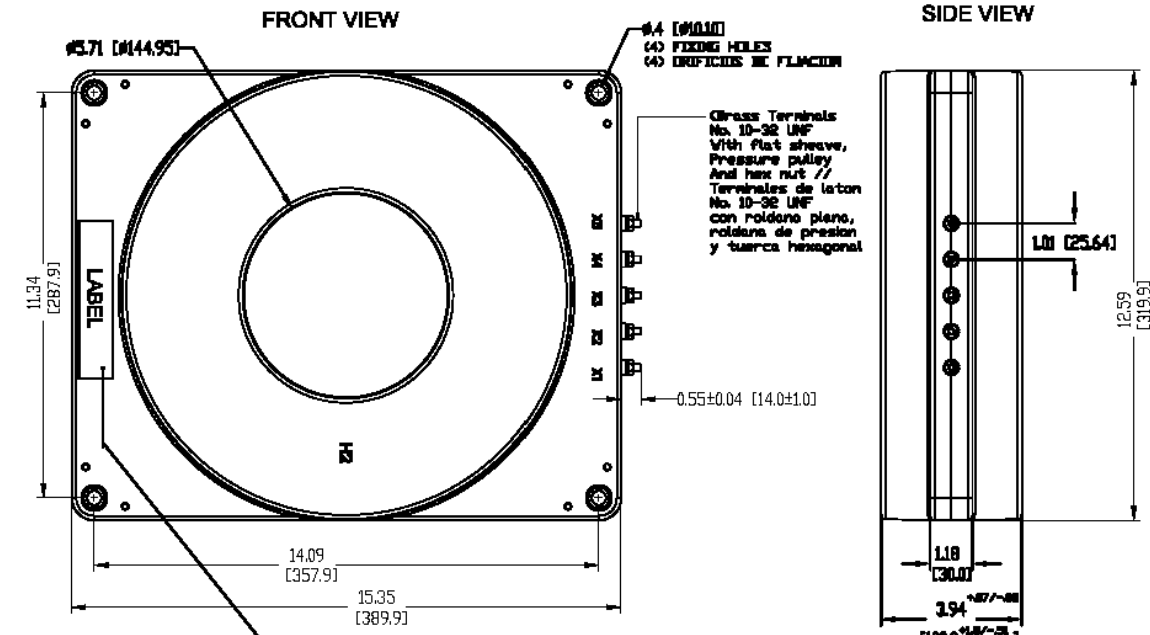
**INSTRUMENT CURRENT TRANSFORMER**

TECHNICAL DATA ACCORDING TO ANSI/IEEE C57.13

- GENERAL CHARACTERISTICS AND CONDITIONS // CARACTERISTICAS Y CONDICIONES GENERALES**
- RELAYING AND CURRENT METERING APPLICATIONS // APLICACIONES EN PROTECCIÓN Y MEDICIÓN
  - INDOOR SERVICE // SERVICIO INTERIOR
  - OPERATING TEMPERATURE // TEMPERATURA DE OPERACION : -40° TO 105°C
  - CONTAMINATION LEVEL // NIVEL DE CONTAMINACION : MEDIUM // MEDIO
  - ALTITUDE // ALTITUD : 2500 m.s.n.m

- CONDITIONS OF OPERATION // CONDICIONES DE OPERACION**
- FREQUENCY // FRECUENCIA : 50 - 400Hz
  - SECONDARY CURRENT // CORRIENTE EN EL SECUNDARIO : 5A
  - NOMINAL SYSTEM VOLTAGE // CLASE NOMINAL DE AISLAMIENTO : 0.6kV / 0.72 kV
  - B.I.L. & FULL WAVE CREST // NIVEL BASICO DE IMPULSO : 10 kV

**MECHANICAL SPECIFICATION // ESPECIFICACIONES MECANICAS**



**ELECTRICAL SPECIFICATIONS // ESPECIFICACIONES ELECTRICAS**

SIEMENS REV. LEVEL	CURVES LOCATED ON PAGE	SIEMENS P.N. 324-04700-	CATALOG NUMBER	MULTI-RATIO	CURRENT RATIO (A), (X1-X5)	RELAY CLASS	ANSI METERING CLASS AT 60HZ (X1-X5)					SECONDARY WINDING RESISTANCE (OHMS @75°C), (X1-X5)	RATING FACTOR @30°C	THERMAL CURRENT (kA)	DYNAMIC CURRENT (kA)
							B0.1	B0.2	B0.5	B0.9	B1.8				
03	2 of 25	037	ICT11A01	5	1200:5	C-400	0.3	0.3	0.3	0.3	0.3	0.72	2.0	90.0	225.0
03	3 of 25	034	ICT11A02	5	3000:5	C-400	0.3	0.3	0.3	0.3	0.3	0.65	2.0	119.0	297.0
03	4 of 25	033	ICT11A03	5	2000:5	C-400	0.3	0.3	0.3	0.3	0.3	0.77	2.0	190.0	475.0
03	5 of 25	038	ICT11A04	5	2000:5	C-800	0.3	0.3	0.3	0.3	0.3	0.95	2.0	190.0	475.0
03	6 of 25	032	ICT11A05	5	1200:5	C-200	0.3	0.3	0.3	0.3	0.3	0.55	2.0	90.0	225.0
03	7 of 25	031	ICT11A06	5	600:5	C-100	0.3	0.3	0.3	0.3		0.31	2.0	44.0	110.0
03	8 of 25	036	ICT11A07	5	600:5	C-200	0.3	0.3	0.3	0.3		0.36	2.0	46.0	115.0
03	9 of 25	039	ICT11A08	5	3000:5	C-800	0.3	0.3	0.3	0.3	0.3	0.79	2.0	119.0	297.0
03	10 of 25	040	ICT11A09	5	4000:5	C-800	0.3	0.3	0.3	0.3	0.3	1.19	2.0	94.0	236.0
03	11 of 25	041	ICT11A10	5	2000:5 **	C-400	0.3	0.3	0.3	0.3	0.3	0.76	2.0	190.0	475.0
03	12 of 25	048	ICT11A17	5	2000:5	2.5L200	0.3	0.3	0.3	0.3	0.3	0.64	2.0	190.0	475.0

**BURSHING CURRENT TRANSFORMERS**

Ratio 1200:5 Amps 0.6 kV 60 Hz

Burden	B0.1	B0.2	B0.5	B0.9	B1.8
Metering Class	0.3	0.3	0.3	0.3	0.3
Relay Class	C400 100VA				

Model: ICT11A01  
 SERIAL: TTTTYYWW000000  
 TARI10KV/dm=80kA I<sub>n</sub>=220kA

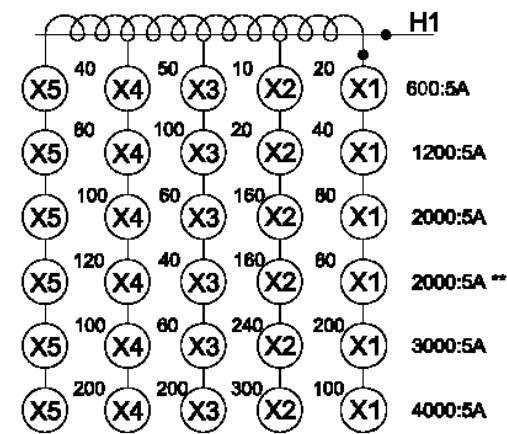
Rating Factor 2.0 (90°C ambient)  
 Elevation: 2500m (8.2k ft) Minimum Creepage: 20mm/kV Approx. Weight: 22kg.

**LABEL MATERIAL:**  
 POLYESTER FILM WITH ACRYLIC BASE ADHESIVE  
 TEMPERATURE -50° TO 105° C

**MATERIAL DE LA ETIQUETA:**  
 PELICULA DE POLIESTER CON ADHESIVO DE BASE ACRILICA  
 TEMPERATURA DE -50° A 105° C

SIEMENS SALES ORDER:	PRELIMINARY APPROVAL CERTIFIED	PRODUCT TYPE SDV7-SE	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: ACCURACY CURVES, 1200:5 MR BCT, C400 SDV7-SE 15.5kV-25-1200-RP
CUSTOMER:		DRAWN:	
CUSTOMER PROJECT:		APPROV:	
GROUP:		DATE: 04-05-2016	DTY:

MULTI-RATIO CONNECTION // CONEXIONES DE MULTI-RELA



USED ON: SDV MFG. PROJ. CAD GENERATED, DO NOT CHANGE MANUALLY.

Confidential—Property of **SIEMENS** Siemens Industry, Inc. Raleigh, NC

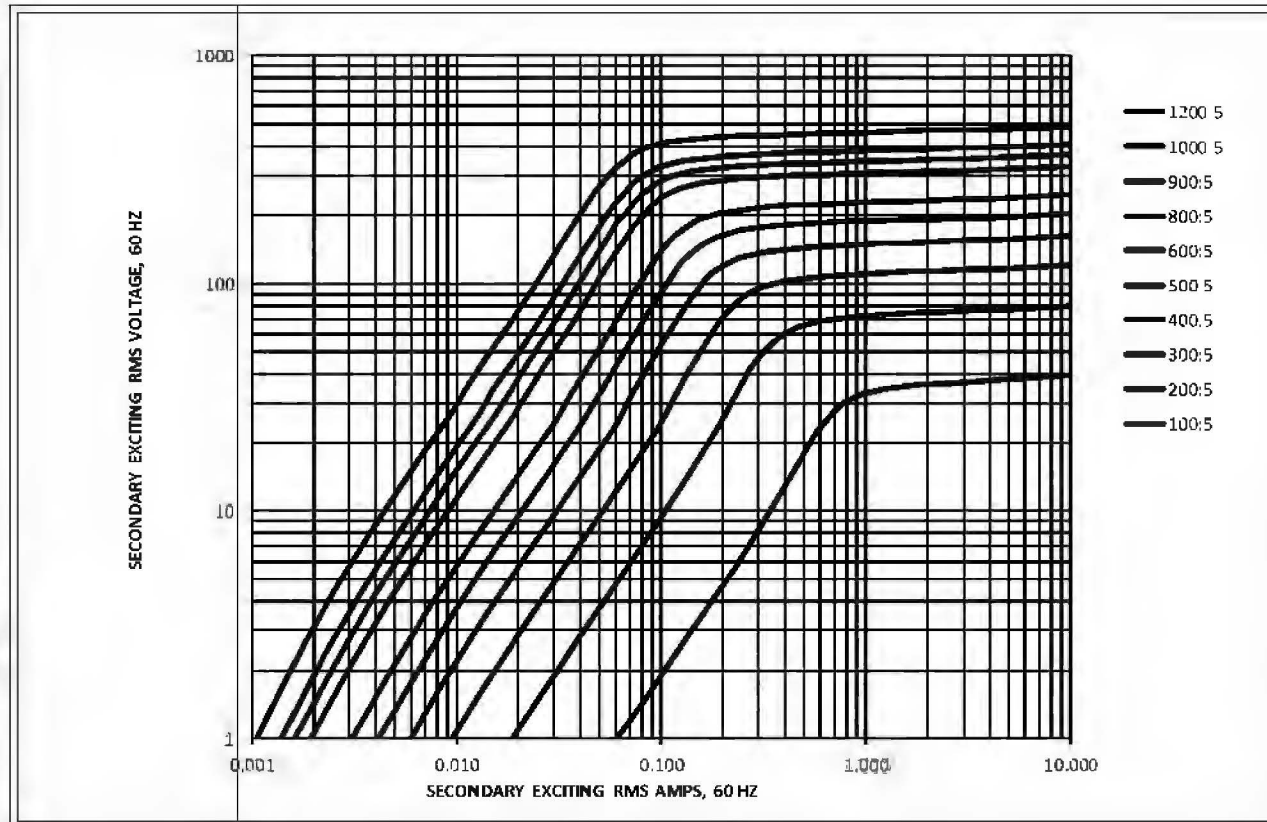
1-PLACE DECIMAL ± .06 ANGULAR  
 2-PLACE DECIMAL ± .03  
 3-PLACE DECIMAL ± .01

✓ MACHINED SURFACE TEXTURE

PART NUMBER: 324-04700-XXX

WEIGHT (LBS) PART NAME SDV CURRENT TRANSFORMERS FALCO SCALE NTS CHARACTERISTICS SHEET NO. 1 OF 25

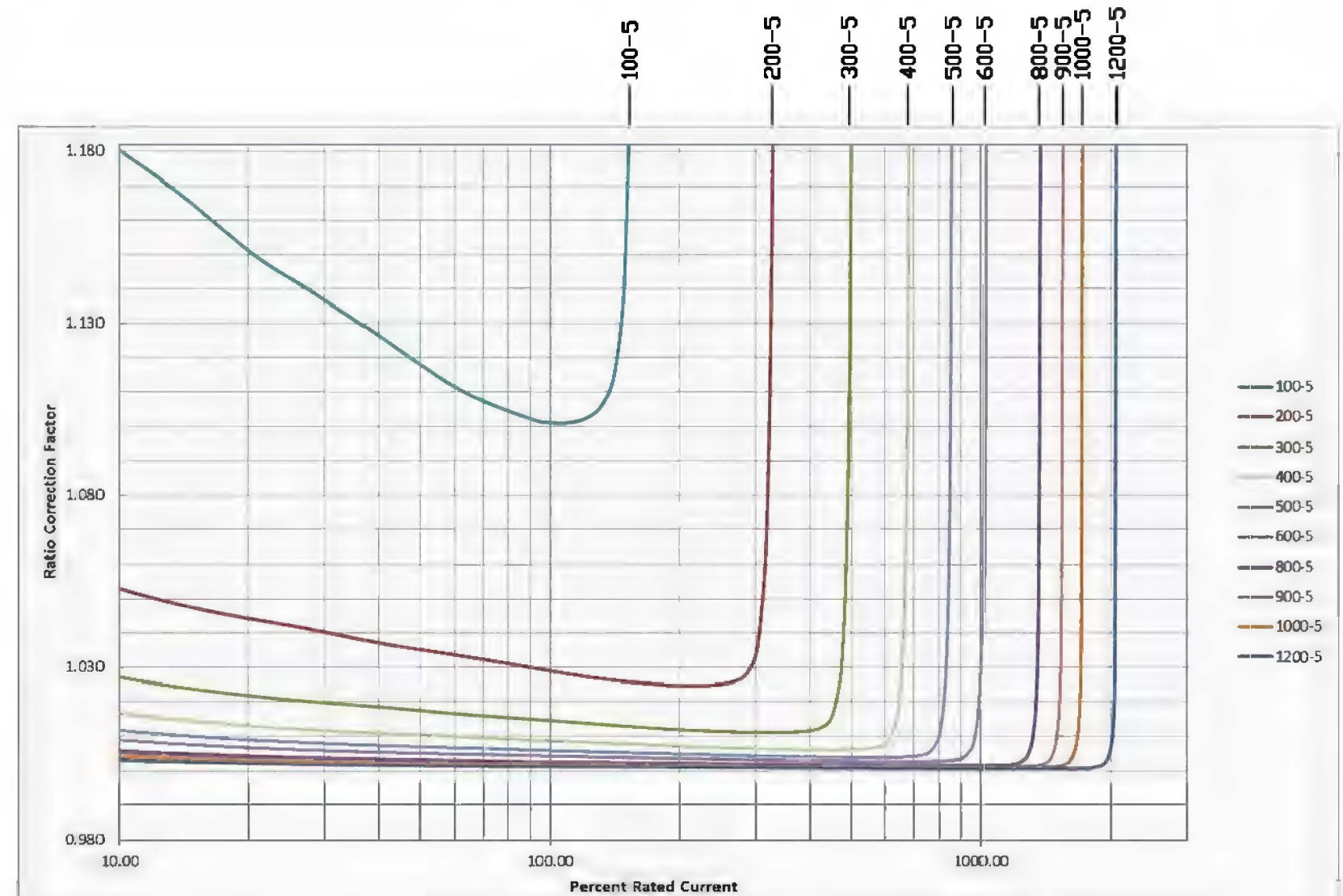
1  
**EXCITATION CURVE / CURVA DE EXITACION ICT11A01**  
**SIEMENS PN 324-04700-037**



**ICT11A01 RATINGS**

TERMINALS	X2-X3	X1-X2	X1-X3	X4-X5	X3-X4	DCR (Ohms, @75°C)
RATIO	100:5A	200:5A	300:5A	400:5A	500:5A	
TERMINALS	X2-X4	X1-X4	X3-X5	X2-X5	X1-X5	X1-X5 0.72
RATIO	600:5A	800:5A	900:5A	1000:5A	1200:5A	

2  
**ICT11A01 RCF GRAPH**  
**RATIO: 1200:5 BURDEN: 4 OHMS FREQUENCY: 60 HZ**  
**SIEMENS PN 324-04700-037**



USED ON: SDV

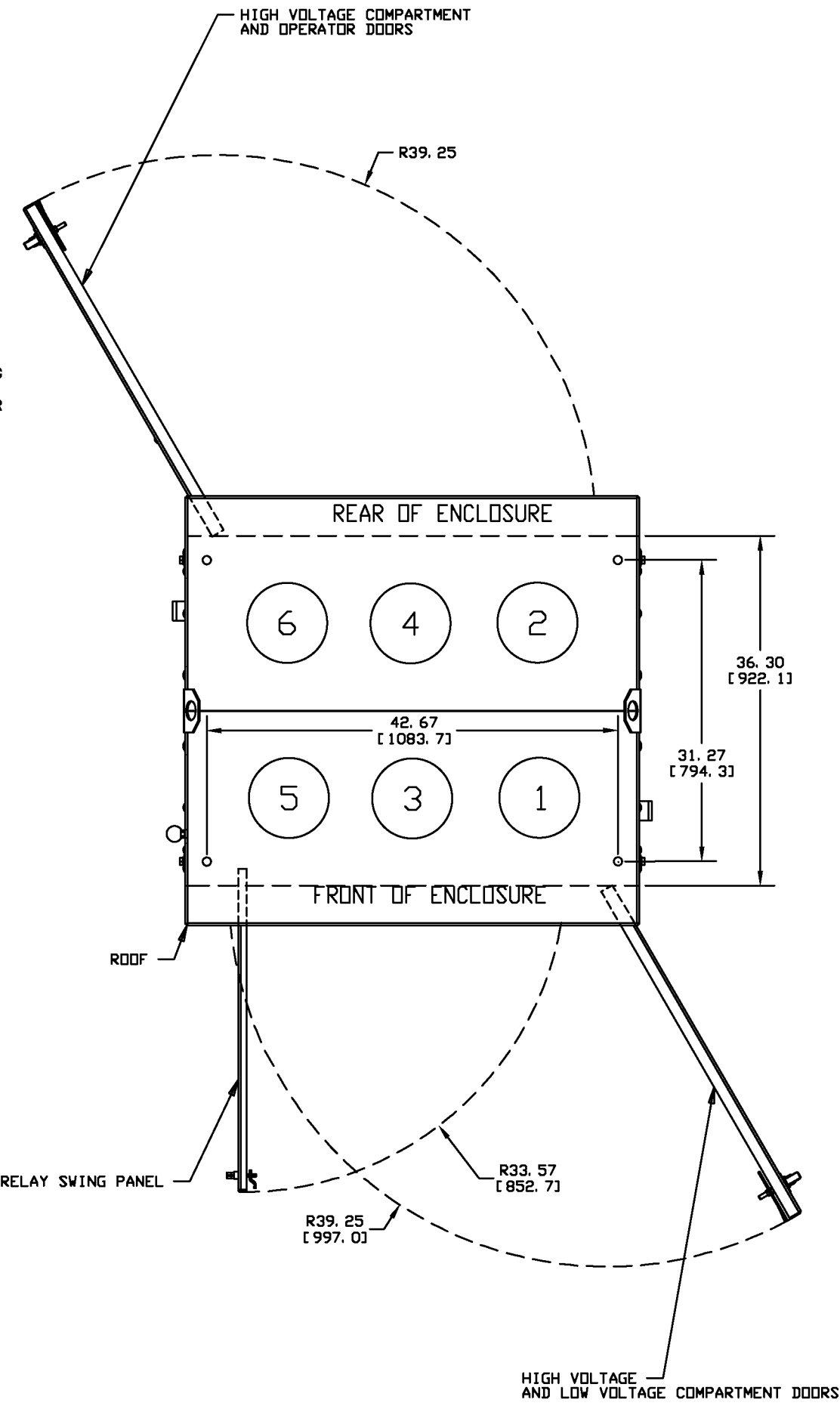
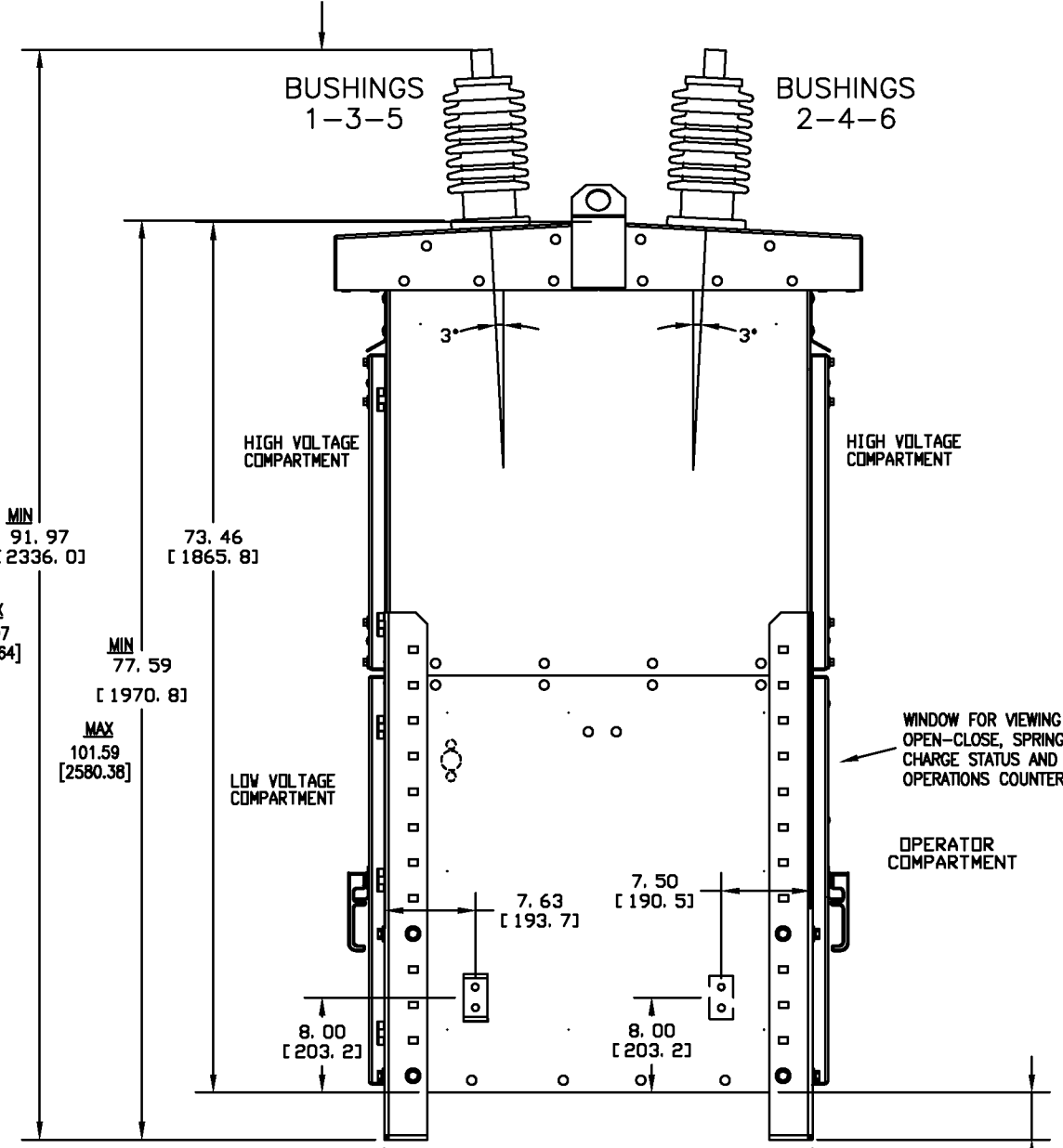
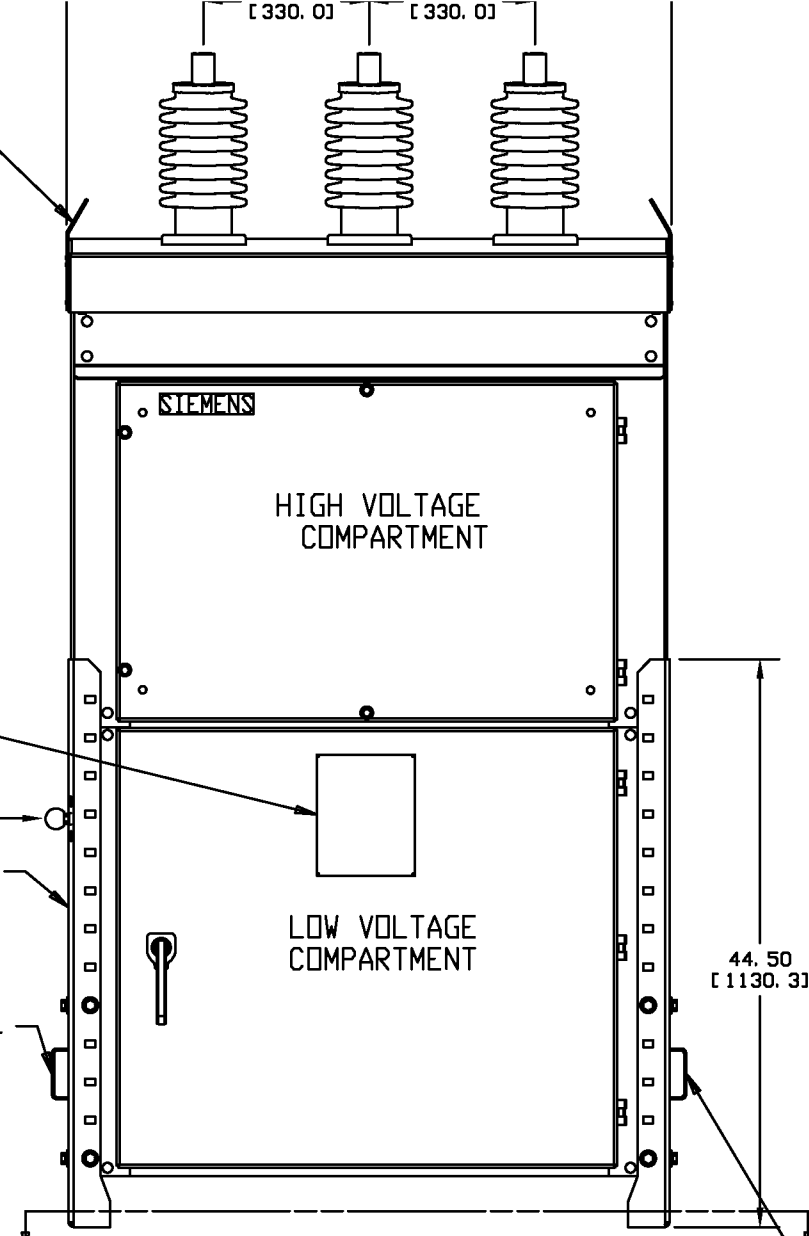
MFG. PROJ.

CAD GENERATED, DO NOT CHANGE MANUALLY.

SIEMENS SALES ORDER: LINE ITEM: CUSTOMER: CUSTOMER PROJECT: GROUP: CUSTOMER ORDER:	PRELIMINARY APPROVAL/CERTIFIED:	PRODUCT TYPE SDV7-SE	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
		SCALE NTS	DOCUMENT NAME: ACCURACY CURVES, 1200:5 MR BCT, C400 SDV7-SE 15.5kV-25-1200-RP
		DRAWN APPRV:	
		DATE: 04-05-2016	QTY:

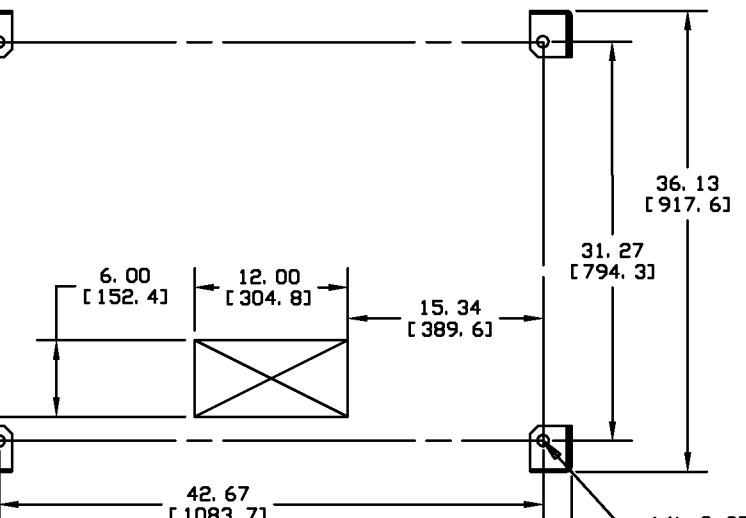
01 06-05-2016 MGS  
 ADDED RCF CURVES &  
 SPLIT CURVES UP TO  
 1 SET PER SHT.  
 EIP CD 500005035974  
 02 11-09-2017 MGS  
 CHANGED EXAMPLE  
 LABEL TO ENGLISH.  
 D35 CD 500005046136  
 03 09-07-2018 MGS

Confidential-Property of <b>SIEMENS</b> Siemens Industry, Inc. Raleigh, NC		ANGULAR	SIMILAR TO 77-910-100-XXX
1-PLACE DECIMAL ± .06	2-PLACE DECIMAL ± .03	<input checked="" type="checkbox"/>	DR MGS
3-PLACE DECIMAL ± .01			CH
PART NUMBER <b>324-04700-XXX</b>		MACHINED SURFACE TEXTURE	APP
MATERIAL	WEIGHT (LBS)	PART NAME SDV CURRENT TRANSFORMERS FALCO	SCALE NTS
			CHARACTERISTICS
			SHEET NO. 2 OF 25

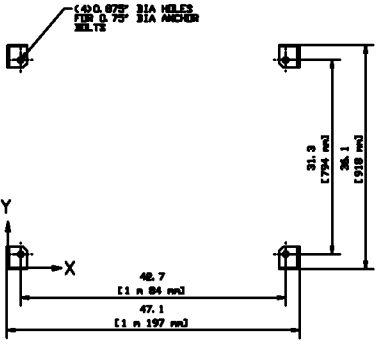
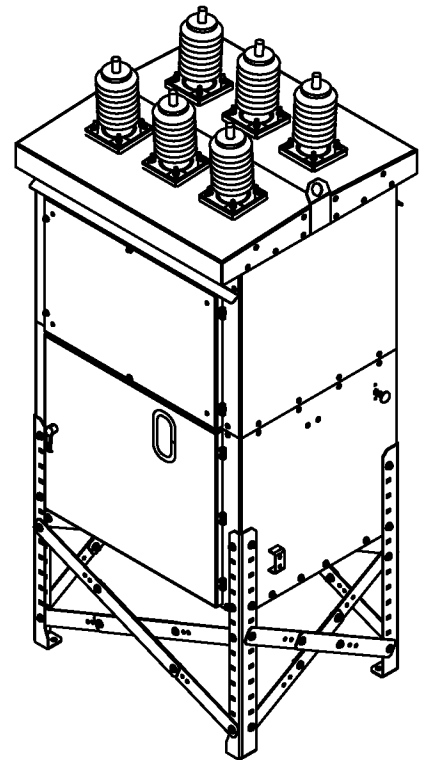
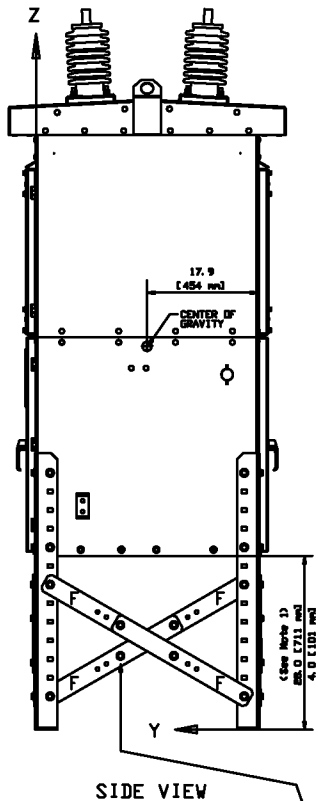
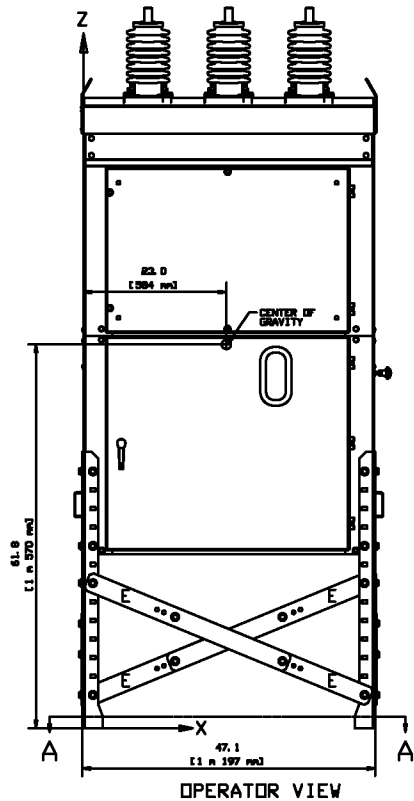


STAINLESS STEEL GROUND PAD WITH  
(2) 1/2-13-UNC HOLES ON 1.75"  
CENTERS TYP (2) PLACES DIAGONALLY  
OPPOSITE CORNERS

(NOTE 1)  
MAX 28.0 [711.2] MIN 4.00 [101.6]



- NOTES
1. MIN TO MAX DIMENSIONS WILL CHANGE BY INCREMENTS OF 3 INCHES RELATIVE TO LEG ADJUSTMENT
  2. PAINT COLOR IS ANSI 61 GRAY
  3. REFER TO BUSHING DRAWING FOR STUD SIZE
  4. BREAKER WEIGHT: 1200A - 2519 LBS (1143 KG)  
2000A - 2629 LBS (1192 KG)
  5. DIMENSIONS SHOWN IN IN [MM]
  6. PADLOCKING PROVISIONS PROVIDED ON ALL COMPARTMENT SWINGING DOORS



TYPICAL

Item	PART No.	Qty	DESCRIPTION
A	00611315548	32	SCREW: 1/2" -13X1-1/2"
B	00631059108	32	NUT: HEX HEAVY 1/2"-13
C	00651007300	32	WASHER: STEEL, 562" ID
D	00655017036	32	LOCKWASHER: 1/2"
E	32404284007	8	SEISMIC BRACE (Front & Rear)
F	32404284008	8	SEISMIC BRACE (Sides)

- Notes:**
1. Minimum and Maximum Dimensions shown. Height adjustable in increments of approximately 3 inches (76.2mm).
  2. Weight reflects Maximum Weight used in Seismic Analysis.
  3. Dimensions shown in INCHES (MILLIMETERS)

Condition:	Legs adjusted to max height (28 inch) and without X-braces installed	Legs adjusted to max height (28 inch) and with X-braces installed
Total Weight:	W= 2792 lbs	W= 2851 lbs
Maximum Deflection at top	dx = 0.16 inches dy = 0.07 inches	dx = 0.03 inches dy = 0.01 inches
Maximum Reaction: (Dead Load +/- Seismic)	Tz = 2,734 lbs (Up) Vx = 711 lbs (Shear) Vy = 699 lbs (Shear)	Tz = 2,748 lbs (Up) Vx = 731 lbs (Shear) Vy = 718 lbs (Shear)
Qualified By: V.E. Gundy & Associates, Inc.	IEEE-693-2005 IBC-2006, Ss=2.0, Ip=1.0 ASCE 7-05, 100 mph Wind REPORT No. 1018-118a-R1	IEEE-693-2005 IBC-2006, Ss=3.2, Ip=1.0 ASCE 7-05, 135 mph Wind REPORT No. 1018-118b

**SIEMENS**  
Siemens Energy, Inc.  
Siemens Energy Building  
10000 North Central Expressway  
Dallas, Texas 75243-1700

PRODUCT TYPE: SDV7  
SCALE: NTS  
DRAWN: [ ]  
APPROV: [ ]  
DOCUMENT NUMBER: SDV7 19KV 1200A & 2000A


PRELIMINARY: [ ]  
REVISED: [ ]  
CERTIFIED: [ ]

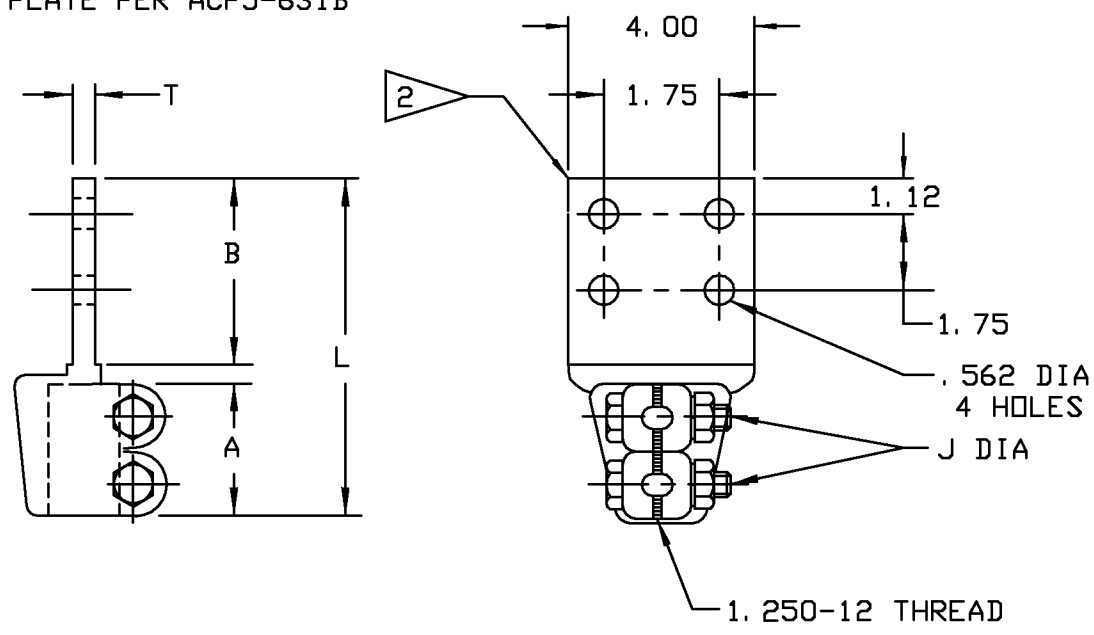
SIEMENS SALES ORDER: [ ]  
LINE ITEM: [ ]  
CUSTOMER PROJECT: [ ]  
GROUP: 19KV OUTDOOR VACUUM BREAKER  
CUSTOMER ORDER: [ ]

DOCUMENT NUMBER: SDV718-300000000-1000A02C

APPROVED VENDORS	CATALOG NO.	A	B	J	L	T	ALTERNATE
BURNDY	FD66D6W	1.75	4.00	.38	6.84	.38	
DELTA	PM58C12-1-412-E	1.50	4.50	.38	6.38	.38	
H.J. ENTERPRISES	BHDSF 40-005TP	2.38	4.25	.50	7.00	.38	

**NOTES:**


- DIM. SHOWN ARE VENDOR REF DIM.
-  ROUNDED OR SQUARED CORNERS, VENDOR'S OPTION.
- TIN PLATE PER ACP5-631B



SIEMENS SALES ORDER: LINE ITEM:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-***	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
CUSTOMER:	CUSTOMER PROJECT:	SCALE NTS	DOCUMENT NAME: STUD CONNECTOR, BRONZE, TIN PLATED 1.25 STUD TO 4 HOLE FLAT PAD SDV7-*** 27.6-25-1200
GROUP:	CUSTOMER ORDER:	DRAWN: APPRV:	
		DATE: DATE	QTY:

**STANDARD DRAWING**  
DO NOT DESTROY, CHANGE OR  
ADD MARK NO'S W/O APPROVAL  
OF DESIGN ENGINEERING.

USED ON: SDV 2R: \* CAD GENERATED, DO NOT CHANGE MANUALLY.

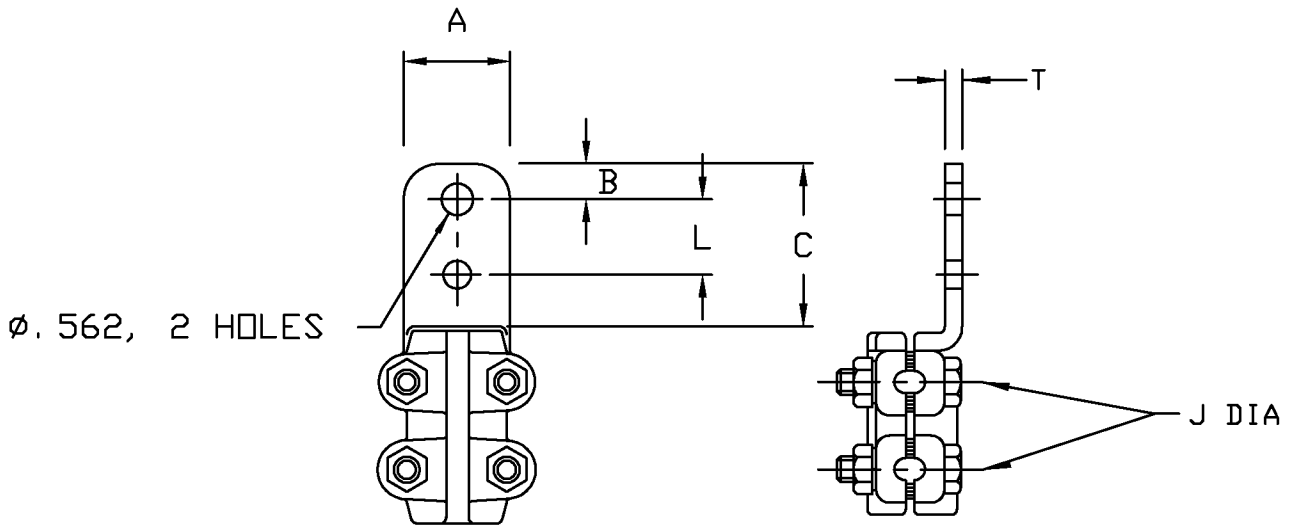
01 BAAN SYNC RTG E:SDV-010207C 01/27/99		02 ADDED NEW VENDOR E:SDV-010418A RTG 01/12/01		03 REVISED APPROVED VENDORS LIST, DMJ 05/09/01		04 REVISED *USED DN* REFERENCE TO SDV. WAS SDV4. DKD 01/21/10		05 10/08/13		<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC ANGULAR 1-PLACE DECIMAL ± 2-PLACE DECIMAL ± 3-PLACE DECIMAL ± MACHINED SURFACE TEXTURE SIMILAR TO DR DLC CH DLC APP DC BULLETIN 10/13							
MATERIAL MAKE FROM: 72-112-054-042				N-C 2 N	CURRENT DATE 3-8 10/08/2013	PART NUMBER 9-19 72-162-432-101	ISS 20-21 05		TYPE 22 F		REP. 23 M	PART NAME 24-43 STUD CONNECTOR, BRONZE, TIN PLATED 1.25 STUD TO 4 HOLE FLAT PAD	N.M. 44-48	49-53	SCALE NTS	CHARACTERISTICS 	SHEET NO. 1 OF F



APPROVED VENDORS	CATALOG NO.	A	B	C	J	L	T	ALTERNATE
BURNDY	NAH342NW	2.06	.62	3.00	.50	1.75	.25	
DELTA	HZRD19-2N-E	1.75	.62	3.25	.38	1.75	.38	
HJ	BSWL10-005TP	1.50	.62	3.00	.38	1.75	.38	

NOTES:

1. TERMINAL CONNECTOR, FLAT PAD WITH (2) TWO .562 DIA HOLES ON 1.75 CENTERS, #6 TO 800 MCM CABLE. DIM. SHOWN ARE VENDOR REF DIM.
2. BRONZE, TIN PLATED



SIEMENS SALES ORDER:	PRELIMINARY APPROVAL: CERTIFIED: X	PRODUCT TYPE SDV7-***	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: TERMINAL CONNECTOR SDV7-*** 27.6-20-2000-RP
CUSTOMER:		DRAWN: DKD	
CUSTOMER PROJECT:		APPRV: DKD	
GROUP:		DATE: DATE	QTY:
CUSTOMER ORDER:			

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

USED ON: SDV

2R:

\* CAD GENERATED, DO NOT CHANGE MANUALLY.

02 REPLACED TITLE-BLOCK WITH STD. TITLEBLOCK. DLC		03 01/27/99		04 02/22/07 JF		05 02/09/09 DKD		06 01/22/10		07 10/08/13																	
ADDED 'HJ' AS APPROVED VENDOR.		REVISED BORDER HJ ONLY APPROVED VENDOR		REVISED APPROVED VENDORS LIST. DMJ		REVISED 'USED ON' REFERENCE TO SDV. WAS SDV6. DKD																					
				<table border="1"> <tr> <td>1-PLACE DECIMAL ±</td> <td>ANGULAR</td> <td rowspan="3"> <input checked="" type="checkbox"/> MACHINED SURFACE TEXTURE         </td> <td colspan="2">SIMILAR TO</td> </tr> <tr> <td>2-PLACE DECIMAL ±</td> <td></td> <td>DR BF</td> <td>BULLETIN</td> </tr> <tr> <td>3-PLACE DECIMAL ±</td> <td></td> <td>CH BF</td> <td>10 / 13</td> </tr> <tr> <td colspan="2">DATA BASE</td> <td colspan="2">721/62438001</td> <td>APP WKM</td> </tr> </table>		1-PLACE DECIMAL ±	ANGULAR	<input checked="" type="checkbox"/> MACHINED SURFACE TEXTURE	SIMILAR TO		2-PLACE DECIMAL ±		DR BF	BULLETIN	3-PLACE DECIMAL ±		CH BF	10 / 13	DATA BASE		721/62438001		APP WKM	ISS 20-21		07	
1-PLACE DECIMAL ±	ANGULAR	<input checked="" type="checkbox"/> MACHINED SURFACE TEXTURE	SIMILAR TO																								
2-PLACE DECIMAL ±			DR BF	BULLETIN																							
3-PLACE DECIMAL ±			CH BF	10 / 13																							
DATA BASE		721/62438001		APP WKM																							
N-C 2 C		CURRENT DATE 3-B 10/08/2013		PART NUMBER 9-19 72-162-438-001		SCALE NTS		CHARACTERISTICS ←		SHEET NO. 1																	
MATERIAL		N.M. 44-48		49-53		SCALE		CHARACTERISTICS		SHEET NO.																	
TYPE 22 D		REP. 23 P		PART NAME 24-43 TERMINAL CONNECTOR		SCALE NTS		CHARACTERISTICS ←		SHEET NO. 1																	

### General Terms / Exceptions / Notes

- All project quotations are firm for 30 days unless otherwise noted.
- Pricing does not include applicable sales tax
- Pricing based on shipping materials direct from manufacturer. Storage and local delivery services available at additional charge.
- Engineering study (AKA: Arc Flash Study, System Coordination Study) not included unless otherwise noted.
- No spares (fuses, circuit breakers, or other devices) included unless otherwise noted.
- Generator / ATS not included unless otherwise noted.
- Third party field testing, ground fault testing is not included unless otherwise noted.
- **Dimensional requirements are not considered unless otherwise noted. It is the buyer's responsibility to ensure all equipment will fit per the project requirements with proper clearances.**
- Codale will not be responsible for interpretation of NEC or any other applicable codes not explicitly noted on the plans and specifications. Any and all necessary revisions as a result of meeting said code requirements will be at an additional cost to the buyer.
- Any equipment designated to be selectively coordinated can only be deemed accurate as a result of an engineered and complete power system study. All costs associated with changes as a result of the final study will be the responsibility of the buyer.
- Surplus Equipment not included unless stated otherwise. If quoted, it will be provided as fully functional based on drawings and information received from the buyer. Best efforts will be made to ensure a fully functional product; we cannot guarantee the aesthetic properties unless explicitly requested.
- **All pricing is based on manufacturer's standard lead times at time of bid unless otherwise noted. It is the buyer's responsibility to advise Codale of project timelines. Actual ship dates can only be confirmed by the manufacturing facility after an order is placed and reviewed. Do not schedule any related work or rental equipment until firm estimates are provided by Codale. Codale cannot be held responsible for material delays.**
- Payment terms: Net 25 days unless otherwise noted.
- Other exceptions / notes may be included in bill of material. Please review carefully.

### CANCELLATION POLICY

An order may be cancelled by purchaser **only** upon prior written notice and payment of termination charges as described below. These include but are not limited to:

All costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Codale and its suppliers attributable to the termination. In addition, a fixed sum of fifteen (15) percent of the final and total contract price to compensate for disruption in scheduling, planned production and other indirect costs.

#### Schedule of cancellation fees:

1. 20% after Receipt of Order
2. 50% after Submittal Drawings Issued to Customer for Approval or if Order has been engineered
3. 70% after Release to Order Major Material
4. 100% after Receipt of Major Material and Start of Fabrication

Invoiced cancellation charges will be due and payable Net 30 days from date of invoice. Purchaser shall pay, in addition to any overdue payments, a late charge equal to the lesser of 1 ½% per month or any part thereof or the highest applicable rate by law on all such overdue amounts plus **Codale's attorneys' fees and court costs** incurred in connection with collection.

### ESCALATION POLICY

A written Purchase Order must be received by Codale within 30 days of the date on the quote. The Purchase Order may be either Release for Manufacture or Hold for Approval Drawing Submittal.

When the order is Hold for Approval Drawing Submittal, the Approval Drawings must be returned to Codale with a Release for Manufacture within 60 days of the original P.O. date.

Should the Release for Manufacture arrive after the 60 days mentioned above, an escalation schedule may be applied as follows:

> 60 days = 5% total price escalation

> 90 days = 5% additional price escalation

>120 days = 5% additional price escalation

>150 days = 5% additional price escalation

>180 days = Order cancelled with charges to buyer limited to the costs incurred by NEDCO Supply plus a 20% cancellation fee.

Thank you for your continued support!

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

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>
3533s-18-E-E50	SWITCHING DIAGRAM
3533s-18-E-E51	GENERAL ARRANGEMENT
3533s-18-E-E52	ELEVATIONS SECTIONS A & B
3533s-18-E-E53	ELEVATION SECTIONS C, D, E & F
3533s-18-E-E54	RELAYING ONE LINE DIAGRAM
3533s-18-E-E161	PCB PLATFORM - SP1

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF JUNE 11, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve contract CRCGV-05 between successful bidder, Codale Electric Supply, and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2791 for the Garnet Valley project for two 15 kV Power Circuit Breakers in the amount of \$73,540.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract 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 as part of the Garnet Valley project. The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the Garnet Valley project.

**B. Background of Bid/Procurement**

On March 3, 2024, bid solicitation 69CRC-S2782 was posted in Nevada-EPro. Bid solicitations were sent to 29 vendors registered with Nevada-EPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on May 13, 2024. Three bids were received through Nevada-EPro from a qualified bidder. The evaluation team recommended approval of the bid from Codale Electric Supply.

The proposed Contract is for two 15 kV Power Circuit Breakers for the substation project. 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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# **Garnet Valley Water System - 2920 Substation**

**Contract No. CRCGV-05  
15kV POWER CIRCUIT BREAKERS  
Bid Documents and Specifications**

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Issue: For Award  
June 11, 2024

**GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION**

**Contract No. CRCGV-05  
15kV POWER CIRCUIT BREAKERS**

**Bid Documents and Specifications**

**TABLE OF CONTENTS**

<b><u>Item</u></b>	<b><u>Section</u></b>
Request for Bids .....	100
Bid Instructions .....	200
Bid Form .....	300
Bid Addendum .....	320
Bid Clarification.....	340
Contract No. CRCGV-05, 15kV POWER CIRCUIT BREAKERS.....	400
Performance Bond.....	500
Summary of the Work.....	600
Submittals.....	700
Equipment .....	800
Manufacturer's Field Service .....	900
Certification Sheet and Specifications for 15kV Power Circuit Breakers.....	1000
Drawing List.....	1100

## **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:

Two (2) 15 kV Power Circuit Breakers to be used for underground distribution feeder protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. 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: 03/29/2024

By: 

---

Shae Pelkowski

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

05/13/2024

## **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:**

Gamet Valley Water System - 2920 Substation  
Contract No. CRCGV-05  
15KV POWER CIRCUIT BREAKERS

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

Name: CODALE ELECTRIC SUPPLY  
Address: 3920 W SUNSET ROAD  
LAS VEGAS, NV 89118

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

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

**4. Bid Terms and Conditions.**

4.1 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with the 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. <u>  1  </u>	Dated <u>  5/8/2024  </u>
No. <u>          </u>	Dated <u>                  </u>
No. <u>          </u>	Dated <u>                  </u>

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

**5. Bid Price.**

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	15kV Power Circuit Breakers to be used for underground distribution feeder protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 77 23. F.O.B. Las Vegas, NV (36.308883° - 114.989844°).	Each	\$36,770.00	2	\$73,540.00	Siemens	approx. 45 weeks after receipt of order
<b>CONTRACT PRICE</b>						*73,540.00		


\*Notice-to-Proceed.

**6. Delivery Schedule.**

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

**SIGNATURE OF BIDDER**

By: Codate Electric Supply  
(Corporation Name)

By:   
(Signature of Authorized Person)

Michael Calloway Account Manager  
(Printed Name and Title)

**Business Address:**

3920 W Sunset Rd  
Las Vegas NV 89118

Phone No. 702.384-8500 Fax No. \_\_\_\_\_  
Email: michael.c@codate.com

This Bid is Submitted On: . 5/13/2024

**SECTION 320  
BID ADDENDUM**

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



**SECTION 340  
BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 400  
CONTRACT NO. CRCGV-05  
GARNET VALLEY WATER SYSTEM - 2920 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	Two (2) 15kV Power Circuit Breakers to be used for underground distribution feeder protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 77 23. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).

**2. Definitions**

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

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

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

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

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

Clarification; section 400, Contract No. CRCGV-05, 15kV POWER CIRCUIT BREAKERS; 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 Garnet Valley Water System - 2920 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. Shae Pelkowski, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

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

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

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

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

### **5. Contract Price**

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

### **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	Two (2) 15kV Power Circuit Breakers to be used for underground distribution feeder protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 77 23. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).	\$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 **Shae Pelkowski, 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.
- 13.11 **Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.
- 13.12 **Indemnification; Limited Liability.**

13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of 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.

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

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

## **14. Risk Of Delay**

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

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)

Codale Electric Supply  
c/o Account Manager  
3920 W Sunset Rd  
Las Vegas, NV 89118  
Email: [MichaelC@codale.com](mailto:MichaelC@codale.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 \_\_\_\_\_ day of \_\_\_\_\_, 2024. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

**CONTRACTOR**

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

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

ATTEST

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

**COLORADO RIVER COMMISSION OF NEVADA**

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

Puoy K. Premsrirut  
Chairwoman

ATTEST

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

Approved as to Form:

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

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

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

**CRCNV** (Name and Address):

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

**CONTRACT**

Date:

Amount:

\$

Description: Contract No. CRCGV-05,  
Garnet Valley Water System - 2920 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 Garnet Valley Water System – 2920 Substation is a 12.47kV to 4.16kV substation serving the Southern Nevada Water Authority 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 two (2) 15kV POWER CIRCUIT BREAKERS 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 Las Vegas, NV (36.308883°, -114.989844°).

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

Mr. Shae Pelkowski  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [spelkowski@crc.nv.gov](mailto:spelkowski@crc.nv.gov)

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

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

**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. CRCGV-05.



4.2 The CRCNV will test Equipment supplied under this Contract No. CRCGV-05, 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 dates to be proposed by Contractor based on current equipment lead time.

5.2 The anticipated Final Acceptance Date for all Equipment is 10/01/2025.

**6. Measurement and Payment.**

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

**7. Copies Of Documents.**

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

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

## **SECTION 700 SUBMITTALS**

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Compliance Submittals.**

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2 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.

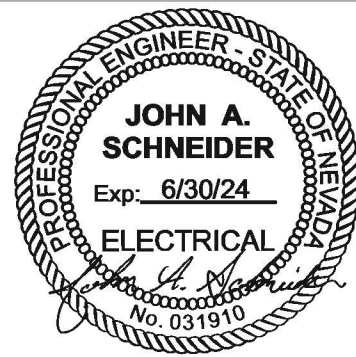
1.2.2.3 Supervise the initial start-up, operational check, and any required adjustments of the Equipment.

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**  
**15kV Power Circuit Breakers**



SECTION 33 77 23

15KV POWER CIRCUIT BREAKERS

PART 1 - GENERAL

1.1 DEFINITION OF TERMS

A. "Bidder", "Seller", or "Contractor" shall be considered synonymous terms and shall mean the person, firm or corporation with whom Owner may enter into contract for execution of work specified.

B. "Owner" shall mean:  
Southern Nevada Water Authority  
100 City Parkway, Suite 700  
Las Vegas, NV 89106  
(702) 862-3786

Colorado River Commission of Nevada  
Attn: Bob Reese  
555 E Washington Avenue  
Las Vegas, NV 89101  
(702) 486-2670  
breese@crc.nv.gov

C. "Engineer" shall mean:  
HDR Engineering, Inc.  
Attn: John Schneider  
Project Manager  
3231 Greensboro Drive, Suite 200  
Bismarck, ND 58503  
Phone: (701) 557-9711  
john.schneider@hdrinc.com

D. "Work" shall mean work to be done in the course of construction and furnishing materials and equipment under the Equipment Contract, unless some other meaning is indicated by the context.

1.2 COMPONENTS OF SPECIFICATIONS

- A. Detailed Specifications
1. Part 1 - General
  2. Part 2 - Products
- B. Numbered addenda if appended to the foregoing.

1.3 INTENT OF SPECIFICATIONS

A. To set forth requirements of performance, type of equipment desired, standards of materials and construction, tests to be made, and guarantees to be met.

- B. To require Seller to furnish all materials and equipment and perform all work and services described in the contract documents, unless otherwise specifically indicated.
- C. To require Seller to provide complete and operable equipment in spite of omission of specific reference to any minor component part.
- D. To require Seller to provide new materials and equipment.

#### 1.4 INTERPRETATION OF SPECIFICATIONS

- A. Report any errors or omissions in specifications to the Engineer as soon as detected. The Engineer will answer questions and interpret intended meaning of specification. His interpretation shall be accepted as final.

#### 1.5 METHOD OF BIDDING

- A. Equivalent products:
  - 1. Whenever specifications or plans call for item of material or equipment by manufacturer's name and type, "or equal", it is intended that products of equal quality and performance by other manufacturers may be substituted, subject to the approval of the Engineer.
  - 2. Furnish drawings or other data as required to indicate all modifications resulting from use of such substitute items. Furnish general arrangement drawings, full descriptive data, and other information required to demonstrate to Engineer that material or equipment proposed is, in fact, equal to that specified. Burden of proof of equality shall in all cases remain with Seller. Final approval of the substitution shall be made by the Engineer.
  - 3. Abide by Engineer's decisions when proposed substitutions of material or equipment are deemed to be unacceptable.
  - 4. Owner may consider such factors as over-all project arrangement, over-all project cost, and similar factors in determining acceptability of proposed substitutions.
  - 5. Approval of substitutions shall not relieve Seller of responsibility for providing workmanship, material, and equipment equal to that specified.
- B. Form of bid price submittal:
  - 1. Unit price for all items to be furnished and delivered under this contract.
  - 2. Bid price shall cover complete work described in specifications, including costs incidental thereto, unless specifically indicated otherwise.
  - 3. List separately the price of services of Service Technician, as defined in the Summary of Proposal.

#### 1.6 DATA TO ACCOMPANY BIDS

- A. A complete Equipment Contract and Summary of Proposal, as bound in the front of this specification, shall be properly completed and submitted to the Engineer, along with all other material listed below. All items submitted shall be sent to the Engineer no later than the time and date specified.
  - 1. Any exceptions taken by the Seller to the Specifications, Equipment Contract and/or Summary of Proposal at time of bid shall be clearly and simply stated or summarized, formatted, in a specially prepared letter of

transmittal attached to and made a part of the Summary of Proposal.

**Note: Manufacturer's "standard conditions of sale" catalog pages are not acceptable for purposes of stating exceptions to the specifications.**

2. Seller shall complete one copy of the "Summary of Proposal" for each alternative bid or proposal submitted. Additional copies may be prepared by photocopying the blank "Summary of Proposal" pages. Seller shall clearly identify each summary by alternate number.
- B. Seller's proposal shall also contain, as a minimum, one copy of the following:
1. Manufacturer's specifications, guarantees, and descriptive data on equipment proposed.
  2. Itemized list of special tools and spare parts which Seller proposes to furnish.
  3. Outline drawings showing general arrangement, approximate dimensions, space requirements and clearance, and approximate weights of proposed equipment.
  4. Standard and specified accessories and instruments to be furnished separately shall be listed in detail. List shall clearly define those items to be shipped separately. It is understood that all items not so listed shall be shipped, mounted and connected. Use Summary of Proposal for listing.
  5. Complete copy of the warranty the Seller will offer.

## 1.7 EQUIPMENT GUARANTEE

- A. Without limiting any other provision of this specification regarding guarantees, guarantee the equipment as follows:
1. Seller shall guarantee to the Owner that the complete power circuit breaker, together with all parts included in the original purchase, is free of defect in workmanship and materials and is capable of continuous and satisfactory performance when operated in accordance with the instructions provided by the Seller at the specified rating and capacity.
  2. Guarantee shall extend for a minimum of one year from the date of commercial operation. It shall cover all defects and malfunctions of the equipment and accessories. Guarantee shall cover all out-in freight by common carrier in full and the costs of removal from the site and reinstallation after repair. Seller shall not be liable for special, indirect or consequential damages, nor costs of moving structures or associated equipment.

## 1.8 DELIVERY AND SHIPMENT

- A. Bid shall include delivery F.O.B. jobsite, freight prepaid, with final destination delivery date as specified by the Seller in the Summary of Proposal.

Project Location: Las Vegas, NV (36.308883°, -114.989844°)

- B. The Seller shall notify the Engineer when equipment is ready for shipment. A minimum of seven (7) working days advance notice of delivery is required in order to arrange for offloading the delivery truck. Such notice shall include projected routing and estimated time in shipment. Seller shall not release power circuit breakers for shipment until release is authorized by the Engineer.

1. All equipment in this contract with a common delivery destination shall be made in a common shipment. The Seller shall be responsible for all incidental costs incurred by the Owner due to separate shipments of such equipment.
  2. Immediately after shipment, Seller shall notify the Engineer of transportation carrier and all transfers and references to permit follow-up on status of shipment and delivery.
  3. The Seller shall investigate all limitations in regard to shipping the equipment F.O.B. destination, including seasonal or weather-related load restrictions. Power circuit breakers shall be shipped as completely assembled as transportation limits allow.
  4. Equipment damaged in shipment will be refused on delivery and it will be the Seller's responsibility to arrange for prompt repair or replacement to the standards of new equipment. The Seller will not be relieved of the responsibility of delivering undamaged equipment even if the damage is internal or otherwise goes undetected and the nature of the damage remains unknown until the equipment is energized and tested.
- C. Prior to shipment, all gauge and indicator glass shall be thoroughly cleaned and covered with non-adhesive shipping protectors.
- D. Power circuit breakers shall be shipped as complete as practical. Gas interrupters shall be pre-charged prior to shipment, with any supplemental gas furnished as part of one single shipment.
- E. Delivery shall not be made prior to earliest acceptable delivery specified in the Summary of Proposal. Should delivery be made prior to earliest acceptable delivery date, the Owner reserves the right to withhold initial payment without any additional cost until 30 days after the earliest acceptable delivery date. In addition, the supplier shall be responsible for all incidental costs incurred by the Owner due to early delivery.

## 1.9 DRAWINGS AND INSTRUCTIONAL MATERIAL

- A. Shop Drawings for Approval
1. "Shop Drawings" refers to all the detailed installation drawings prepared by the Seller and/or his suppliers required to construct the material as defined in the specifications, and shall include all fabrication drawings, working drawings, design calculations, foundation loadings, material schedules, detailed layouts, and assembly information.
  2. The Seller agrees that submittals and shop drawings processed by the Engineer are not change orders; that the purpose of submittals and shop drawings by the Seller is to demonstrate to the Engineer that the Seller understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods he intends to use. The Seller alone accepts all responsibility for assuring that all materials furnished under these specifications meet in full all requirements of the contract documents. The Engineer's review is for general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Seller from compliance with the project plans and specifications, nor departures

therefrom. The Seller remains responsible for details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication processes and for techniques of assembly.

3. Submit the following shop drawings to the Engineer in the manner specified hereinafter. Make initial submittal of information requested on or before the date specified in the Summary of Proposal:
  - a. Certified outline assembly and installation drawings as appropriate for each item.
  - b. Certified arrangement drawing for anchor bolts.
  - c. Complete nameplate data for each item.
  - d. Schematic diagrams of all control and alarm circuits.
  - e. Complete connection diagram of items, including current transformers and linear couplers.
  - f. Bushing current transformer data, including excitation and ratio correction factor curves.
  - g. Such other similar information as the Engineer may request.

**B. Engineer's Action**

1. Engineer will review shop drawings and indicate action taken according to the following classifications:
  - a. No Exceptions Taken: Indicates that the shop drawing has been reviewed and appears to be in general agreement with the requirements. Seller may make further distribution of shop drawings and proceed with fabrication and/or installation of the work detailed on the drawing.
  - b. Make Corrections Noted: Design revisions, deletions, additions, and comments shown on these drawings shall be incorporated into the design before proceeding with fabrication or drawing distribution.
  - c. Amend and Resubmit: Indicates that the shop drawing, or part thereof, does not appear to be in general agreement with the requirements. Engineer's comments are noted on the shop drawing and/or separate letter. Seller shall recheck and make any necessary revisions and resubmit for Engineer's review.
  - d. Rejected: Indicates that the shop drawings do not conform to requirements. Reasons for rejection are noted on the shop drawing and/or separate letter.

**C. Shop Drawing Submittal and Distribution**

1. Initial Submittal (REVIEW): Submit one (1) electronic copy in PDF and AutoCAD 2007 format of each shop drawing to the Engineer; direct mailing to the Engineer's email address given in Section 1.1, C. One (1) copy of the shop drawings indicating the Engineer's action will be returned to the Seller with one (1) week from the date of receipt.
2. Resubmittal: If drawing is returned to the Seller with Engineer's comments and action noted "RESUBMIT", the drawing should be rechecked and revised as necessary and resubmitted in manner described in "1 - Initial Submittal".
3. Final Distribution (CERTIFIED): Within the time schedule listed in the Summary of Proposal, Seller shall submit to the Engineer, and one (1) electronic copy in PDF and AutoCAD format of all final drawings covered in Section 1.9, B above. AutoCAD drawings shall be emailed along with

all related dependent files such as x-refs, font files, and plot styles, to the Engineer's email address given in Section 1.1, C.

- D. **Instruction Manuals, Test Reports, and Parts Lists**
1. Seller shall furnish complete instruction manuals covering installation, operation and maintenance for all equipment. Manuals shall include the following items:
    - a. All shop drawings listed in Section 1.9, B. (Reduce as required to fit in manuals.)
    - b. Specific equipment instruction books.
    - c. Renewable parts lists for all replaceable parts and assemblies.
    - d. Test report for all shop tests required under Section 1.11.
  2. Submit one (1) electronic PDF copy to Engineer for distribution and one (1) printed paper copy with power circuit breaker delivery (located inside control cabinet). Paper copy shall be bound in vinyl and properly labeled to indicate the facilities covered. Engineer's address is given in Section 1.1, C.
- E. **Shop Drawing and Instructional Material Transmittal Form**
1. Seller may use his own form of transmittal letter for distribution of shop drawings, clearly marked "For Approval" or "Certified" as applicable.
  2. Submit one (1) electronic PDF copy of transmittal form with each set of drawings or instructional materials.
- F. **Seller's Responsibility**
1. Prior to submittal, check shop drawings for errors, correctness of details, and conformance with the specifications.
  2. Notify Engineer of any inconsistencies or questions regarding approval revisions or comments on the drawings.
  3. Review of shop drawings by Engineer does not relieve the Seller of responsibility for errors, correctness of details, or conformance with the specifications.
  4. Fabrication and shipment of materials or equipment prior to Owner's release of drawings, data, and information mentioned hereinbefore, shall be at Seller's risk.

#### 1.10 CODES AND STANDARDS

- A. Perform work in accordance with best present-day installation and manufacturing practices.
- B. Unless specifically noted to contrary, conform with and test in accordance with applicable sections of latest revisions of following codes and standards:
1. American National Standards Institute (ANSI).
  2. National Electrical Manufacturer's Association (NEMA).
  3. American Society for Testing Materials (ASTM).
  4. International Electrotechnical Commission (IEC) Standards.
  5. Institute of Electrical and Electronic Engineers (IEEE).
  6. National Electrical Code (NEC)
  7. National Electric Safety Code (NESC)
- C. Conflicts between referenced codes and standards: Code or standard establishing more stringent requirements shall be followed.



## 1.11 SHOP TESTS

- A. Perform standard tests on power circuit breakers in accordance with the latest version of applicable ANSI C37 standards and NEMA Publication SG-4.
- B. **Leak Rate Requirements:** A quantitative leak rate test must be performed on the breaker with a criteria of 1% or less per year on entire breaker. Any expense to the company to maintain the leak rate of 1% for a period of 12 months must be reimbursed in total by the breaker manufacturer. In addition to performance of actual leak rate test, manufacturer shall also furnish supporting data indicating in-service leak performance for equipment proposed.

The breaker tanks and associated castings shall be warranted against cracks and leaks due to defects in workmanship or materials that cause annual leak rates in excess of 1% for a period of five years and shall be replaced at the manufacturer's expense (labor and materials).

- C. Provide Engineer with one (1) certified electronic PDF copy of all power circuit breaker test data, including oscillograms when performed.

## 1.12 INSTALLATION

- A. The equipment will be received, unloaded at job site, assembled and connected by Others.

## 1.13 FIELD SERVICE TECHNICIAN

- A. Field service is not required but rates shall be included in the Seller's proposal. Provide a competent Field Service Technician who shall:
  - 1. Advise on assembly of equipment.
  - 2. Perform visual inspection and check internal contact mechanism.
  - 3. Perform mechanical and electrical tests as required to insure integrity of service.
  - 4. Check connections to equipment and adjust control and indicating devices after equipment has been installed and connected.
  - 5. Fully instruct operating personnel in construction, assembly, operation, and maintenance of equipment.
- B. Field Service Technician shall submit report to the Engineer, listing all test results and mechanical clearances. All required test equipment shall be furnished by Field Service Technician.
- C. Service Technician shall make no less than one trip to the project jobsite(s) to perform work listed above.
- D. If any of the Service Technician's time spent at project site, or if any of his trips to project site are required to make corrections to equipment supplied under this specification resulting from defective material or workmanship used in the manufacture of equipment, such time and trips will be at the Seller's expense.

#### 1.14 FIELD TESTS

- A. Owner will conduct tests and inspection as he deems necessary to determine that equipment functions properly after installation. Any special test equipment will be furnished by others.
- B. If equipment fails to function properly because of defects, Seller will make necessary corrections and, upon completion thereof, demonstrate to Owner that these defects have been corrected.

#### 1.15 DEFECTIVE EQUIPMENT

- A. Should equipment fail to conform to specifications or to operate satisfactorily, Owner will have right to operate equipment until defects are corrected and guarantees met.
- B. Owner will have right to operate rejected equipment until it is replaced without cost for depreciation, use, or wear.
- C. Equipment may be removed from operation for examination, adjustment, alteration, or change, only at time approved by the Owner.
- D. Shipment of replacement equipment or devices, if required, shall be expedited with the highest priority.

#### 1.16 BID EVALUATION

- A. In estimating the lowest cost to the Owner as one of the factors in deciding the award of the contract, the Owner will consider, in addition to the prices quoted in the Summary of Proposal, the following:
  - 1. Any exceptions taken and noted in the Summary of Proposal.
  - 2. Proposed delivery.
  - 3. Proposed warranty.
  - 4. Estimated cost for field assembly based on Engineer's estimate of hours at \$200/crew hour.
  - 5. Estimated cost of maintenance and operation, as determined from information furnished by the Seller and by survey of other utilities with experience in the operation of equipment proposed by the Seller.
  - 6. If escalation is proposed by the Bidder, the maximum escalated price will be used in comparison of bids. Escalation will be computed on past 12 months of B.L.S. statistics.
  - 7. Field Service Technician as estimated by bidder in Summary of Proposal.  
Note: Bidder shall provide all field service items specified in Section 1.13 in the estimated time.
- B. Until final award of the contract is made, the Owner reserves the right to accept or reject any and all bids, waive any informalities or accept any bid or bids which in the opinion of the Engineer will serve the best interest of the Owner. The Owner also reserves the right to accept or reject any or all alternates in the same manner.
- C. Optional accessories will only be accepted from the bidder who contracts to supply the power circuit breakers.

## 1.17 FAILURE TO MEET GUARANTEED DELIVERY DATE

- A. Since delivery of power circuit breakers specified herein is critical to the scheduling of the Owner's projects, the Seller shall make every reasonable effort to meet the guaranteed delivery date specified in the Summary of Proposal.
- B. The Owner agrees to indemnify the Seller for circumstances resulting in late delivery of power circuit breakers where such circumstances are beyond the control of the Seller. Circumstances beyond the control of the Seller are defined as: acts of God, acts of government, transportation to final destination, failure of equipment under test, material shortages due to failure of others to make timely delivery, and any other circumstances reasonably beyond the control of the Seller.
- C. Upon any actual or projected departure from the manufacturing schedule which, in the opinion of the Seller, may result in delay in shipment, the Seller shall immediately notify the Engineer of the following:
  - 1. Explanation of delay or potential delay.
  - 2. Means by which delay could be minimized.
  - 3. Projected new shipment date.
  - 4. Additional details as requested by the Engineer.
- D. Should the Seller fail to make a reasonable effort to meet the guaranteed delivery date where this failure is evidenced by: failure to inform the Engineer of changes in the manufacturing schedule, failure to allow sufficient time for delivery of materials and equipment necessary for manufacturing, or lack of cooperation in effective measures by which delays could be minimized, the Owner may charge the Seller an amount not in excess of \$200.00 per day for each day that the factory shipping date falls beyond the guaranteed delivery date specified in the Summary of Proposal.
- E. The Engineer reserves the right to inspect the progress of work at the Seller's facilities at any time subsequent to notice of such intent.

## 1.18 FINAL ACCEPTANCE AND PAYMENT

- A. Owner will not accept equipment as final until installation is complete and equipment is ascertained to be in conformance with specifications and guarantees.
- B. Final payment will be made thirty (30) days after receipt of all equipment, drawings, instruction books and test reports as required by these specifications and in accordance with the contract.
- C. Should equipment be received prior to earliest acceptable delivery date, as specified in Summary of Proposal, the Owner reserves the right to withhold payment, without any additional cost, until thirty (30) days after the specified earliest acceptable delivery date. In addition, Seller shall be responsible for all incidental costs incurred by the Owner due to early delivery.
- D. Payment does not constitute final acceptance for warranty purposes.

## PART 2 - PRODUCTS

### 2.1 15 KV POWER CIRCUIT BREAKER - GENERAL

- A. Quantity to be furnished: Two (2) 15 kV Power Circuit Breakers to be used for underground distribution feeder protection. All power circuit breakers with same ratings provided under this specification shall be of identical construction including all ratings, componenets, wiring, physical size, etc.
- B. Service Conditions:
1. Outdoor, continuous duty.
  2. Altitude: Power circuit breaker shall be suitable for operating at an altitude of less than 3,300 feet above sea level. For altitudes above 3,300 feet, apply Altitude Correction Factors to the voltage and continuous current ratings in accordance with ANSI C37.010.
  3. Ambient Conditions: Ambient temperature of cooling air shall not exceed 50°C; average temperature shall not exceed 40°C for any 24 hour period. Expected minimum temperature is 0°C.
  4. Auxiliary AC power available: 120/240 Volt, single-phase.
  5. Auxiliary DC power available: 125 Volt DC
  6. Seismic Loading: In accordance with the ASCE values.
    - a. SDS: 0.522
    - b. SD1: 0.284
    - c. FPGA: 1.34
  7. PCB terminal connections shall be constructed to withstand the following mechanical loading:  
The resultant of the simultaneous forces in (a), (b) and (c):
    - a. The more severe of a wind load of 90 MPH or an earthquake shock of 0.2 G (static).
    - b. Any vector sum of a line pull of 300 lb in line with an axis drawn through the phase terminals plus 150 lb at right angles to an axis drawn through the phase terminals.
    - c. Additional loading imposed by the interruption of rated short circuit current or the magnetic forces resulting within the length of the power circuit breaker from an adjacent phase unit of the power circuit breaker.
- C. The frame shall be such that the lowest live part on the breaker or lowest point for connection to the breaker shall be at an elevation in accordance with the National Electric Safety Code.
- D. The power circuit breaker shall not be limited to a specified number of operations within a time period as long as critical gas pressure and critical stored operating energy is maintained within normal ranges. The power circuit breaker operating mechanism shall not be thermally limited within the ambient operating temperature range of the breaker.
- E. The following specifications apply to base bid power circuit breakers and any alternate power circuit breakers unless specifically stated otherwise.

## 2.2 ELECTRICAL CHARACTERISTICS

- A. 15 kV Power Circuit Breaker Ratings:
1. Construction ..... Dead Tank
  2. Insulating medium ..... Vacuum
  3. Number of phases ..... 3
  4. Maximum voltage ..... 15.5 kV (min.)
  5. Rated voltage range factor (k) ..... 1.0
  6. BIL ..... 110 kV
- Note: Bushings shall meet the BIL after applying any altitude correction factors per Section 2-1.B.2.
7. Continuous Current ..... 1,200 A
- Note: All power circuit breakers shall meet the continuous current rating after applying any altitude correction factors per Section 2-1.B.2.
8. Short-circuit current rating (rms symmetrical at max kV) ..... 20 kA
  9. Short-time current rating (2 sec.) ..... 20 kA
  10. Closing and latching capability ..... 52 kA
  11. Interrupting time ..... 5 Cycles (max.)
  12. Frequency ..... 60 Hz
  13. Closing control voltage ..... 125 VDC
  14. Tripping control voltage ..... 125 VDC
  15. Control and auxiliary power protection ..... Separate knife switches with separate fuses for DC trip, DC close, and AC.
  16. Number of Trip Coils ..... Two (2)
  17. Motor voltage ..... 125 VDC/120 VAC
  18. Auxiliary heater voltage ..... 120/240 VAC
- B. Switching Performance
1. Power circuit breaker shall be suitable for reclosing duty cycle, as specified by ANSI C37.04.
  2. Power circuit breaker line charging switching rating shall be in accordance with ANSI C37.0.
  3. The recovery voltage during interruption of line charging current shall be a minimum of 2.4 times maximum phase-to-ground voltage at 0.5 cycle and thereafter per ANSI C37.09.
  4. The power circuit breaker shall be capable of out-of-step interruption in accordance with ANSI C37.09.

## 2.3 STANDARD FEATURES

- A. Power circuit breakers shall have wet glazed porcelain bushings designed and rated in accordance with IEEE C37.017. Bushing color shall be ANSI No. 70 light grey.
- B. One mechanical tripped-closed position indicator for mechanically interlocked mechanisms. Non-mechanically interlocked power circuit breakers shall be provided with one indicator for each pole or operating mechanism.

- C. External emergency manual trip device which shall electrically operate the breaker. Trip device shall also block against electrical closure of the breaker.
- D. A spring or magnetically actuated operating mechanism mounted and enclosed in a weatherproof enclosure for opening and closing the contacts. Operating mechanism shall be trip free with latch check switch and anti-pumping device. Features and performance shall be in conformance with NEMA Standard SG-4, Part 3, where applicable. Other features for spring-drive operated mechanisms shall include the following:
  - 1. Closing spring shall both close the breaker and tension the opening spring.
  - 2. With the tensioning motor inoperative, the number of available close operations shall not be less than one with the breaker closed and closing spring tensioned upon last close operation, i.e., breaker shall be capable of an open-close-open cycle.
  - 3. Tensioning motor shall be rated for operation at specified AC motor voltage and DC control voltage. Control shall include a throw-over circuit that will automatically switch to the DC source if the AC motor voltage is lost. Include 3 minute delayed alarm upon loss of VAC.
  - 4. The time required to tension the springs to operating level shall not exceed 15 seconds.
  - 5. Closing mechanism shall be manually operable from outside of the tank.
  - 6. Alarm contact indicating that the spring is not fully charged. Alarm shall include a 3 minute delay.
- E. Standard (NEMA) two bolt ground terminal pads on opposite corners of frame(s).
- F. Operations counter visible from outside the mechanism enclosure.
- G. Manufacturer's standard screened strip heater(s) mounted in mechanism and control enclosures for anti-condensation purposes. Heaters shall be rated for operation at voltage listed in 2.2, A.20 above.
- H. Special tools and devices required to install or to dismantle and reassemble breaker, including maintenance closing device for manual operation.
- I. Terminal boards for control wiring shall be rated 600 V, 30 A, molded block type with insulating barriers between terminals. Terminals shall be strap screw type connections for ring lugs. Blocks shall have a removable marking strip and cover. Approximately 10 percent spare terminals shall be provided on each block for terminating spare conductor and control cables. The arrangement and location shall be such that incoming and outgoing cables can be supported. Adjacent rows of terminal blocks shall be separated at least six (6) inches edge-to-edge, and at least six (6) inches from sides, top, or bottom of cabinet, for all wiring which will be made in the field. Wiring which will be done at the factory may be made in a space which is not less than three (3) inches. Blocks used for inter-panel wiring shall be readily accessible. Heavy-duty terminal blocks with barriers shall be furnished and installed for external power supply cables if required.

## 2.4 REQUIRED ACCESSORIES

- A. Six (6) bushing terminal connectors, stud to 4-hole NEMA pad, tinned bronze, suitable for either copper or aluminum, Anderson Type HDSF, or approved equal.
- B. Two (2) NEMA standard grounding clamps per stand for use with 4/0 to 350 MCM copper conductor. Grounding clamps shall be Sefcor Type GTT2-14-N-T or approved equal.
- C. Manufacturer sized standard control cabinet strip heater for anti-condensation which shall be on continuously. Each additional strip heater will have a control thermostat with an adjustable control range which includes 0°F to 45°F for operation during severe weather conditions shall be furnished. Heater(s) shall be rated for operation at the voltage listed in Section 2.2, A.20 and screened to protect maintenance personnel from physical contact. Accessory heaters shall have over-current protection devices separate from those for standard heaters. AC heater circuits must be supplied with alarm circuits with a 3 minute time delay on loss of AC. Provide heaters in mechanism and control compartments as required.
- D. Minimum of 8 "a" and 8 "b" spare auxiliary switch contacts available for customer's use. In addition, Breakers shall be supplied with two (2) adjustable delayed "b" contacts. These contacts shall be adjustable from 3 to 120 cycles and shall be for customer use only. Manufacturer shall provide additional contacts, as required, for standard breaker control and alarm functions. Auxiliary switches shall be mounted in a dust tight enclosure to prevent contact exposure to foreign particles. Enclosure shall be removable for access to each switch contact. Auxiliary contacts shall be field convertible to either normally open or normally closed.
- E. Mechanism cabinet shall be illuminated by LED light strip. Light shall be push-button controlled, activated by opening cabinet door.
- F. 120 VAC, NEMA 5-20R convenience receptacle, ground fault interrupter type.
- G. Control switch (52CS) for electrically operating power circuit breaker. Switch shall be GE Type SB-1 or Electros witch Series 24, with pistol handle and spring return.
- H. A copper bar, 12" long, 1" wide, and 1/4" thick, shall be mounted near the bottom of the control cabinet. Where the control cabinet is not mounted directly on the frame of the power circuit breaker, the ground bar shall be mounted on insulated supports. Where the control cabinet is mounted directly on the frame of the power circuit breaker, the ground bar shall be grounded on the cabinet. The ground bar shall be drilled and tapped for #10/32 screws to ground control cable shields and spare conductors.
- I. Provide phase discordance protection for all power circuit breakers with non-mechanically interlocked poles. Protection shall utilize auxiliary switch contacts from power circuit breaker poles to detect failure to close any power circuit breaker. Provide an auxiliary tripping relay to initiate re-trip upon detection of phase discordance conditions. Relay shall be rated to operate at DC control

voltage listed in Section 2.2. Provide a minimum of two spare contacts from auxiliary relay for customer's use.

J. Current Transformers

1. Dead Tank Breakers: Two (2) relaying accuracy multi-ratio bushing current transformers on each bushing (total of twelve (12) bushing current transformers per breaker), with short-circuiting terminal boards in mechanism cabinet. All leads shall be wired to the shorting terminal boards such that ratios can be changed without having to de-energize the breaker.
  - a. Bushing current transformers shall be rated 1200:5 multi-ratio, C800 accuracy class with thermal rating factor of 2.0.
  - b. Bushing current transformers shall conform to IEEE C37.110 and C57.13.

2.5 REQUIRED SPARE PARTS

- A. One complete set of gaskets.
- B. One trip coil and one close coil.
- C. All spare parts shall be shipped with the power circuit breaker to the destination as quoted in the Summary of Proposal, Section A. Provide Engineer with a signed receipt acknowledging delivery of all spare parts to Owner.

2.6 OPTIONAL ACCESSORIES/SPARE PARTS

- A. Provide a manufacturer's list of recommended spare parts and costs for these parts. Include the cost of one (1) spare bushing. This section will not be used in the bid evaluation.

2.7 PAINT AND FINISH

- A. Preparation for and application of paint to exterior parts and accessories shall meet or exceed requirements of ANSI C37.12. Color shall be ANSI #70 light grey (Munsell 5BG 7/0.4). Provide two quarts of touch-up paint for each breaker along with a coating system repair procedure.
- B. All masking materials shall be removed from the equipment prior to shipment. Protective shipping covers for gauges, etc., shall be provided in accordance with previous sections.

2.8 STANDARDS

- A. The breaker shall be designed, constructed, and tested in accordance with the latest revision of the applicable IEEE, ANSI, NEMA and RUS standards, except where specific requirements of these specifications conflict with these standards. In such cases, these specifications shall take precedence.
- B. It is assumed that the equipment provided by the manufacturer will be in strict compliance with these specifications unless specific exception is taken and an explanation provided.



**APPENDIX**  
**SUMMARY OF PROPOSAL – ITEM NO. 1**

**15 kV POWER CIRCUIT BREAKER**

(Requires Completion by Bidder)

\*Denotes required value

**A. Price and Delivery**

1. Base Bid:

Total price to furnish and deliver F.O.B. to jobsite, two (2) 15 kV power circuit breakers and accessories as described in Part 2 of these specifications.

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

2. Can Seller meet the specified delivery date based upon award of contract within ten (10) working days after bid opening?

\_\_\_\_\_ \*

(yes/no)

If not, Seller shall enter the earliest guaranteed delivery date of equipment to its final destination.

\_\_\_\_\_ \*

(mm/dd/yyyy)

**B. Field Service Technician**

1. If required, what is the estimated number of working days required by Service Technician for installation of all power circuit breakers.

\_\_\_\_\_ \*

2. Rate per working day, including expenses.

\$ \_\_\_\_\_ \*

3. Cost of round trip to jobsite including expenses.

\$ \_\_\_\_\_ \*

4. Is the cost of one round trip for the Field Technician (including expenses) for the estimated time and rate as stated above included in the total bid price? Refer to Section 1-13.

\_\_\_\_\_ \*

(yes/no)

5. Explanatory notes regarding field service (Bidders' discretion)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. Drawings**

Will Seller meet delivery dates as listed below

for drawings based upon award of contract within ten (10) working days after bid opening?

- 1. Drawings for review (4 weeks ARO) \_\_\_\_\_ \*
- (yes/no)
- 2. Certified Drawings (8 weeks ARO) \_\_\_\_\_ \*
- (yes/no)
- 3. If Seller cannot meet drawing delivery dates listed above, show the dates below which can be met.
- Drawings for Review: \_\_\_\_\_ \*
- (mm/dd/yyyy)
- Certified Drawings: \_\_\_\_\_ \*
- (mm/dd/yyyy)

**D. 15 kV Breaker Data**

- 1. Manufacturer \_\_\_\_\_
- 2. Location of Factory \_\_\_\_\_
- 3. Type (SF6 gas, vacuum, etc.) \_\_\_\_\_ Vacuum
- 4. Bushing Manufacturer \_\_\_\_\_
- 5. Do bushings meet specified kV BIL rating after applying all applicable derating factors? \_\_\_\_\_
- (yes/no)
- 6. Does breaker have provisions for manual closing should auxiliary power service be interrupted? \_\_\_\_\_
- (yes/no)
- If no, indicate price of providing closing capability. \$ \_\_\_\_\_
- 7. List all items which require field assembly:
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_

e. \_\_\_\_\_

f. \_\_\_\_\_

**Seller Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**By: Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**END OF SECTION**



Expiration Date: 06/12/24

## Quotation

**TO:**  
 COLORADO RIVER COMMISSION OF NE  
 AGENCY 690  
 555 E. WASHINGTON AVE. SUITE 3100  
 LAS VEGAS, NV 89101

**Project Info:**  
 Project: SNWA GARNET VALLEY APEX  
 Job #: 18012  
 Bid Date: 05/13/24  
 Bid Time: 02:00 PM MDT  
 Quoter: Kenny Fox

Type	Quantity	Vendor	Description	Unit or Lot#	Unit Price	Ext Price
482, 562	2		Siemens 15kv breakers SDV7-8E 15kV-20kA-1200A Per attached BOM Cost includes Features & Spare Parts	Unit	36,770.000/EA	73,540.00
4022, 5022	2		Siemens 230kv breakers SPS2S2456330003PST Per attached BOM Cost includes Features & Spare Parts	Unit	207,260.000/EA	414,520.00

**From:**  
 CODALE/NEDCO ELECTRIC SUPPLY 41  
 702-367-0400  
 4200 PIONEER AVE  
 LAS VEGAS, NV 89102  
 Printed By: Kenny Fox

**Total****488,060.00****Notes**

All sales are subject to Codale's Terms and Conditions (T&C's).  
 Available at [www.codale.com/terms](http://www.codale.com/terms)  
 Sales tax is not included in any bid.  
 Pricing valid for 30 days, unless specified.



# HV Circuit Breaker

## Proposal 24129WU-D-1



May 8, 2024

Southern Nevada Water  
Authority

245kV Breakers

SF242234472

**Presented by:**  
Zachary Dallaire  
Applications Engineer HVCB  
(601) 421-9024  
Zachary.Dallaire@siemens-energy.com

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

Dear Customer:

Siemens Energy, Inc. would like to sincerely thank you for the opportunity to provide a proposal to you from our Jackson, MS, USA facility. The SPS2 Gas Circuit Breaker and CPV2 Circuit Switcher product lines have proven to be a successful global product offering. Since the introduction of the SPS2/3AP family in 1997 we have shipped over 50,000 units from our Jackson-MS factory and over 150,000 units globally. Our portfolio of products produced in our facility includes:

SPS2(S) dead tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 4000 A, 50/63/80kA
- 245 kV, 1200 - 4000 A, 40/50/63/80/90 kA
- 362 kV, 1200 - 5000 A, 63/80 kA
- 550 kV, 2000 - 5000A, 63 kA

CPV2S/3AP2 live tank portfolio:

- 15.5 - 72.5 kV, 1200 - 3000 A, 40 kA
- 123 - 170 kV, 1200 - 3000 A, 40 kA
- 245 kV, 1200 - 3000 A, 40 kA
- 362 kV, 1200 - 4000 A, 63 kA
- 550 kV, 1200 - 4000 A, 63 kA
- 800 kV, 1200 - 4000 A, 63 kA

- No TRV capacitors are required to achieve full kA rating for typical applications!
- Tested in accordance with C37.06.1 High rate of rise for TRV

The major components of these products are standardized across our complete product offering including dead tank breakers, circuit switchers (Siemens Energy switchers are live tank breakers) and GIS. The commonality of parts across all voltage ranges enables customers to reduce cost, minimize spare parts inventory and provides a common platform for product training. The SPS2 and CPV2 families use state of the art "self-extinguishing principal" interrupters in all ratings. The FA-2 spring-spring mechanism is used for 15.5 kV to 170 kV, 40 kA units; the FA-4/5 spring-spring mechanism is used for 121kV to 245kV-3 cycle, 63kA units; and the FA-5 spring-spring mechanism is used for 245kV-2 cycle, 362KV, and 550kV.

Siemens Energy prides itself in providing the highest quality breakers in the industry while maintaining flexibility to customize each unit to meet each customer's unique needs. Some examples of our premium design include: all roller or ball bearings, all sealed bearings, no lubrication needed in the field, no adjustments required in the field. Our breakers and circuit switchers have proven to be easier to put into service, require less maintenance and have a lower total ownership cost over their lifetime than our competition. **All Siemens Energy breakers have a 12-year inspection / 25-year maintenance cycle, minimizing your total cost of ownership! No adjustments or maintenance are required for life of the unit.**

Again, we thank you for the opportunity to provide this proposal and look forward to any feedback or questions which you may have while reviewing our proposal.

Sincerely,

Zachary Dallaire  
Business Development Manager  
HV Circuit Breaker- West Region

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

## Why A Siemens Energy Circuit Breaker / Switcher?

<b>Siemens Energy Offering</b>	<b>Customer Value</b>
Patented high-tech self-compression interrupter with FA operating mechanism	Reliability with Industry-leading mean time failure (MTBF) of 5,000+ years
Standardized platform concept for interrupter and drives	Less inventories of breaker or spares due to very short lead time for replacement parts from factory
Spring-Spring mechanism drive - No maintenance or lubrication required for the operational lifetime of product	Saving of approx. \$5-10K depending on rating for no maintenance or replacement of mechanism
63 kA fault duty breakers for all voltage classes 69 thru 550 kV – No external capacitance requirement for full 63 kA fault duty	Saving of approx. \$25-50K not installing external capacitors
Similar installation footprints of all 72.5, 145 and 245 kV; 63 kA gang and Independent Pole Operator (IPO) breakers	Saving of approx. \$10,000 for installation pad extension for future IPO breakers use
170/80kA gang breaker without any external capacitance for both SLF and TF exposure	Saving of approx. \$25-50K not installing external capacitors
Control cabinet orientation same as oil breaker	Can use same wireway when replacing oil breaker resulting in savings of approx. \$5K
All ratings C2, M2 and E2 mechanical and electrical endurance tested	Long life of 30+ years and 10,000 operations
SPS2 550 kV dead tank breaker with double break interruption design	Customers can accommodate higher X/R up to 35 (IEEE standard is 17) especially close to generation locations
Circuit Switcher (CPV2S) up to 245 kV are tested with more stringent breaker standard and subjected to breaker production tests including power frequency test on each circuit switcher	Provide extra reliability to customers with reclosing capability within 3 cycle
As part of Siemens Energy Inc.'s ongoing sustainability efforts, recycled materials such as steel, aluminum and SF6 gas will be employed where possible. These materials will have the same quality and performance standards as virgin grades.	Reduction of pollution and global warming components released into the atmosphere

This proposal is based on our best interpretation of the request for quotation, bid documents, drawing and specification if provided. Siemens Energy reserves the rights to revise the quotation if our interpretation differs from actual requirements after the approval of drawings by customer. This proposal will supersede any other document, purchasing terms etc. unless agreed and signed by Siemens Energy.

# Proposal

Siemens Energy, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the goods described below. All pricing is in USD.

## When issuing a PO to Siemens Energy for a circuit breaker:

- Ensure proposal is still valid
- Issue purchase order to Siemens Energy Inc.
- Ensure all required documents are provided with PO (examples include but not limited to; W9 that matches bill to party, tax exemptions forms, etc)
- Proposal number referenced on PO.
- Payment terms are referenced on PO and match what is quoted on the proposal.
- If an order acknowledgement is not received within 6 weeks of issuing purchase order, please reach out to your sales contact or factory contact.

		Qty	Product
Item 1	Gas Circuit Breaker (DT)	2	SPS2S-245-63-3000-3PST

### Description:

- 230 kV nominal voltage
- 63kA maximum symmetrical interrupting capability
- 3000A maximum continuous current
- Capable of -30°C operation without tank heaters
- 215 inch creep porcelain bushings rated 900kV BIL @ 3300 feet ASL
- 3 cycle, 60Hz, spring-spring operated
- Gang Operation, Frame mounted outdoor Circuit Breaker
- Bushing Current Transformers (total 12 BCT's):
  - Bushings 1-3-5: (6) 1200:5 MR C800 relay accuracy, RF 2.0
  - Bushings 2-4-6: (6) 1200:5 MR C800 relay accuracy, RF 2.0

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**Below mentioned optional parts / services can also be purchased with circuit breaker, please indicate as separate line item in purchase order:**

**Item A: Spare Parts for Circuit Breaker**

<b>Qty.</b>	<b>DESCRIPTION</b>	
1	Y-Relay	
1	Close Coil	
1	Trip Coil	
1	Charging Motor	
1	Porcelain Bushing (72kV)	
1	Porcelain Bushing (145kV)	

**NOTE: Above spare parts prices are only valid with the purchase of the Circuit Breaker requested.**

**Item B: Factory Acceptance Testing (Not included in breaker price)**

Should the customer request witness testing, Siemens Energy can accommodate the witness testing by customer only on one of each rating of the purchased breakers for one day. Price for witness testing is \$6,500 per day. Siemens Energy is not responsible for the travel or other expenses. Please provide this request in the PO and Siemens Energy will provide the tentative schedule for the test. Please note that due to high market demand and capacity constraints of test rooms, Siemens Energy is unable to accommodate FAT requests until further notice. A physical inspection of breaker at time of shipment is possible with factory PM coordination.

**Item C: Technical Field Assistance (Not included in breaker price)**

Siemens Energy Field Service can also support to assist with the breaker installation and or commissioning services at site, below is the contact for Service requirements/offers:

Bryson Berlin  
Siemens Energy, Inc.  
Transmission Services  
Cell: 832-226-1022  
[bryson.berlin@siemens-energy.com](mailto:bryson.berlin@siemens-energy.com)

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**No sales or users tax is included in our prices.**

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## Clarifications/Exceptions

**Siemens Energy circuit breakers are designed and tested according to applicable sections of ANSI/IEEE C37 standard and are not guaranteed to conform to other standards included by reference only.**

All Siemens Energy breaker products are type tested or certified according to ANSI/IEEE applicable standards except CPV2 170 & 245 kV / SPS2S-170-40-3000 breakers are not tested to IEEE 693 High Seismic Qualifications

Below are Siemens Energy, Inc. comments and clarifications/exceptions

**Note:-**

Due to global supply chain issues and subject to material/parts availability at time of manufacturing, Siemens Energy can use substitute parts/components per below table with intention to deliver the order/breaker on time. All substitute parts/components will be fit, form and functionally compliant with original proposed part. In case of drawing change requirement, SE will provide revised drawing(s) with breaker and sending to customer contact person.

Generic Component / part Name	Detail / Functional purpose	Substitute options subject to availability of parts/components			
Bushing Current Transformers (CTs)	Metering and relay CTs	Meramec	Ameran	Narayan	FALCO
Terminal Blocks-1	power terminal	Marathon	Phoenix	GE	States
Terminal Blocks -2	CT testing	Marathon	Phoenix	GE	States
Terminal Blocks-3	Control	Marathon	Phoenix	GE	States
SEL Relays / Breaker monitoring devices	all types / customer specific	No other option available, need to short-ship if breaker is required on scheduled delivery date			
Relays-1	for controls	Square D	Siemens	ABB	
Relays-2	for timing	Agastat	Signaline		

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**Customer drawing approval:**

- Customer drawings for approval are in accordance with applicable standards and customer specification for breaker if provided. Any additional mark up and requirement at approval stage will be subjected to price and delivery changes
- Customer approval process is required to be completed within 2 weeks after first submittal to maintain the committed delivery date in order acknowledgement ARO.

**Standard Document Submittals:**

All electronic drawings will be in AutoCAD or pdf format transmitted via email. Siemens Energy standard final submittal documents are, all other documents will be reviewed and charged separately:

- Breaker outline
- Bushing outline
- Nameplate breaker
- Nameplate operator
- Nameplate BCT
- CT curves
- BCT diagram
- Control diagrams
- Gas Schematic
- Production test report
- Instruction book

**Instruction Books:**

Siemens Energy standard instruction books will be provided – instruction books, test reports and drawings are separate documents.

**Shipping:**

Circuit breakers to be fully assembled, tested, and shipped except for the frame legs. Legs and mounting hardware are shipped with breaker as loose parts. Breakers are shipped with positive SF6 gas pressure, gas bottles for filling breaker to operating pressure are shipped loose if required.

**Bonds/Guarantees:**

Siemens Energy will not issue any type of bonds, corporate guarantees, bank guarantees, etc. for High Voltage Circuit Breakers.

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**Circuit breaker(s) will be equipped and furnished as follows:**

**Control and Operator Power Requirements:**

Control supply voltage:	125 VDC
Spring charge motor supply voltage:	120 VAC / 125 VDC
Accessory supply voltage:	120 VAC
Heater supply voltage:	240 VAC

**Standard components/accessories included:**

- One close coil
- Dual trip coils
- Local/remote selector switch
- LED position indicator lights
- GFI outlet inside control cabinet
- Cabinet light with Switch
- Wire markers on CT wiring (printed on wire)
- Breaker frame mounted temperature compensated density switch and gauge
- Anodized aluminum nameplates according to IEEE/ANSI standards
- #14 AWG Type SIS control wiring
- #10 AWG Type AMW-TEW CT wiring
- NEMA type 3R control cabinet painted ANSI 70 grey
- Galvanized frame and leg assemblies
- Standard installation toolkit included
- SF6 fill gas included
- 1 Set of electronic AutoCAD approval drawings
- 1 Set of electronic AutoCAD certified drawings and 1 set shipped in breaker
- 1 Instruction book in PDF format and 1 Instruction book shipped in breaker

**Customer specific components/accessories included:**

- Fused knife switches
- Un-fused knife switch
- Throw-over scheme on charging motor
- External manual trip device
- Thermostatically controlled cabinet heaters
- Stainless steel nameplates
- #4-500 MCM grounding terminals on frame
- Loss of voltage relays
- Auxiliary switches for customer use
- NEMA 4-hole aluminum terminals

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# Commercial Terms

**TERMS OF PAYMENT:**

All invoices should be paid Net 30 days (subject to credit approval)

**DRAWING LEAD TIME:**

Drawings	Lead Time
Approval drawings (if req'd) will be transmitted:	8 months prior to delivery
Failure to approve drawings within two (2) weeks after submittal may delay shipment	

**SHIPPING LEAD TIME:**

Typical current lead times are given in below table, however, to be confirmed at time of order and subject to drawing approvals:

Breaker Rating	Lead Time
245 kV – 63 kA Dead Tank	165-175 weeks

**DELIVERY TERMS:**

Freight is included in the quoted price for shipments within the contiguous 48 United States. Additional shipping charges may apply if conditions do not permit Seller to utilize its standard delivery methods to the requested delivery destination.

**WARRANTY:**

The warranty period covers the equipment for twelve (12) months after being placed in service or eighteen (18) months after shipment, whichever expires first.

**Bid Validity**

30 days from offer submittal date

**CONDITIONS:**

This proposal is quoted using Siemens Energy Standard Terms and Conditions of Sale for Products. Siemens Energy hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Acceptance of additional or different terms must be specifically agreed to in writing by Siemens Energy.

See attached ("Siemens Energy Standard Terms and Conditions of Sale")

## Supplementary standard terms and conditions for Siemens Energy Grid Transmission Products Effective October 1<sup>st</sup>, 2023

**Cancellation Policy**

Cancellation of equipment for High Voltage circuit breakers will be subject to cancellation charges based on the following policies: (all percentages refer to contract price):

<u>Cancellation Schedule</u>	<u>Percentage</u>
After receipt of order, but before approval drawings submission	30%
After submission of approval drawings, but before production release	40% + Cost of any special & customized parts
After release to manufacturing, but before shipment	75%
Scheduled to ship in less than thirty (30) days are non-cancellable	100%

**Termination as Consequence of Force Majeure**

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## Scope of Supply

Item	Product Name	Quantity		
A	SDV7-SE 15kV-20kA-1200A	2.00		

See "Detailed Scope of Supply" section in this proposal for greater detail.

## Features and Spare Parts:

Item	Description	
1	Arc Resistant Enclosure Tested to ANSI/IEEE C37.20.7 for accessibility type 2B for 15kV Breakers	(Per Breaker)
2	Optional Recommended Spares	See Below

Item	Recommended Spare Parts SDV-SE	
2a	Trip Coil	
2b	Close Coil	
2c	Anti-pump Relay	
2d	Charging Motor	
2e	One complete set of Door Gaskets (12 nos.)	
2f	One complete set of Bushing Gaskets (6 nos.)	
2g	Filters	
2h	Space Heaters	
2i	Vacuum Interrupter (each)	
2j	15kV 1200A Bushing	

**NOTE:** Item categories and quantities for spare parts provided in this document are suggestions and may overlap or change due to each customer's processes and needs.

The spare parts pricing provided in this package is not part of the base offer and only applies to Siemens SDV products. This offer is only valid for the duration of the equipment offer through shipment of the equipment. A more detailed parts list can be provided upon customer approval drawing completion, but pricing increases will apply at that time.

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## Detailed Scope of Supply: Switchgear No. SDV7-21790

Item A: SDV7-SE 15kV-20kA-1200A	
Customer Name	Southern Nevada Water Authority
Project Name	Colorado River Projects- MV Breakers (RLE)
Siemens Proposal ID	SF24483537
Customer Item Designation	SDV7-SE 15kV-20kA-1200A
System	
Design Type	SDV-7 Non Arc Vented
Rated Voltage	15.5kV
Rated Current	1200 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	20kA
Rated Closing and Latching Current	52 peak kA
Full Wave Impulse Withstand (kV)	110
Enclosure	
Cabinet material	Carbon Steel
Roof material	Carbon Steel
Internal Ground bar	One Ground bar provided
High Seismic	Standard Legs - 1 set of braces
Exterior Paint	ANSI 70
Control Panel	Not provided
Kirk Key Interlock	Not provided
ARC Vented	Not provided (Option Available)
Connections	
Stud Connector	1.25" Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater ½ Voltage, 600 W
-40 °C Heater Application	Not provided

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**Item A: SDV7-SE 15kV-20kA-1200A (continued)**

<b>Controls</b>	
Release Combinations	1. Spring Trip Coil    2. Trip Coil
Control voltage - spring motor	AC 120 V / DC 125 V (throw-over)
Control voltage - close coil	DC 125 V
Control voltage - trip coil	DC 125 V (5 cycle)
Control voltage - second trip coil	DC 125 V (5 cycle)
Auxiliary Switch, Plug Connector	12NO / 12NC
Control Disconnect	Disconnect Fuse 3KN 3FU
<b>Specials</b>	
Adjustable Thermostat	Required
Convenience Outlet with Light Switch	20A GFCI Receptacle, Door Activated Light Switch w/ Fuse Disconnect
Loss of Control Voltage - Heater	Required
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the closing spring	Required
Emergency Trip	Pull to Trip
Touch Up Paint	Required

<b>Accessories</b>	
Qty	Description
6	Stud Connector, 1.25" Tin-Plated Bronze to 4 Hole Pad
2	Ground Connector, 1-500Kcmil
1	Hand Crank
2	Interior Light to be LED type
2	Gray Color Touch Up Paint

<b>Circuit Breaker</b>					
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty
SDV7-SE 3AH35	1200A	20kA	2x Spring Trip Coil	52 peak kA	1

<b>Current Transformer</b>	<b>Ratio</b>	<b>Qty</b>
C400 Accuracy, 0.3B1.8, Multi-ratio bushing CTs at 1-2-3-4-5-6 X & Y	1200:5A	12

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**Item A: SDV7-SE 15kV-20kA-1200A (continued)**

**Secondary Parts**

Qty	Part Number	Catalog	Description
1	15172212215	KRPA-11AG-120	AUX.RLY,S.R,120VAC,D
2	15172239084	8349K11	PLASTIC LAMP GUARD
1	15172555017	2444D	CONTROL SWITCH,PIST
1	77615009004	3RH2140-1AK60	CONTROL RELAY, 120VAC, 60HZ, 4NO
1	77615009056	3RH2911-1GA04	AUX CONTACT for 3RH21; 4NC; MOUNT ON 4NO RELAY ONLY
1	77905627286	27E891	SOCKET,KRPA RELAY,120VAC,DPDT
1	77975000553	3RP2540-1BW30	ELEC TIMER, OFF DELAY, 2 SPDT, 0.05-600S, 7 RANGES

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## Product Description:

### SDV7 non-arc-resistant and SDV7-AR arc-resistant medium-voltage, outdoor distribution circuit breakers:

#### Ratings Offered:

- 15.5 kV, 20 kA to 40 kA, 1,200 A to 3,000 A, 110 kV BIL
- 27.6 kV, 20 kA to 25 kA, 1,200 A to 2,000 A, 150 kV BIL
- 38.0 kV, 20 kA to 40 kA, 1,200 A to 2,500 A, 200 kV BIL

#### Operating Mechanisms Offered:

- Spring Actuated
- Magnetic Actuated

#### Enclosure Offered:

- Standard: non-arc-resistant, type SDV7
- Optional: arc-resistant, accessibility type 2B to ANSI/IEEE C37.20.7, type SDV7-AR

#### Features include:

- Extended capacitor switching (optional)
- Tested for out-of-phase switching ratings (ANSI/IEEE C37.09)
- Large relay and control compartment
- Stainless steel exterior hardware
- Porcelain dry-type bushings with extended creep
- Highly reliable vacuum interrupters - MTTF over 53,000 years
- Pair with Siemens protective relays to match any typical application
- Moderate and high seismic qualification (Zones 1-4) available
- Meets or exceeds the latest ANSI, IEEE and NEMA standards
- ANSI/IEEE "rain tested" enclosure (ANSI/IEEE C37.20.2-1999)

#### Product Information:

<http://w3.usa.siemens.com/powerdistribution/us/en/product-portfolio/SDV7-Distribution-Circuit-Breaker/Pages/SDV7.aspx>



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## Proposed Paint Process:

The paint system used for all equipment provides a durable finish which is highly resistant to marring and scratches. It is applied in a modern paint facility, to achieve a consistent appearance and uniform coverage, with excellent edge coverage.

The procedure is as follows:

**Surface Preparation:** Steel is prepared before painting by a seven-stage wash system.

- Stage 1 - Alkaline Cleaner
- Stage 2 - Fresh Water Rinse (1)
- Stage 3 - Fresh Water Rinse (2)
- Stage 4 - Zinc Phosphate Treatment
- Stage 5 - Fresh Water Rinse (3)
- Stage 6 – Fresh Water Rinse (4)
- Stage 7 – Drying oven

**Finish:** The finish material is a thermosetting polyester powder coating applied with electrostatic equipment at a nominal 4 mils +/- 1 mil dry film thickness and cured at 374 °F (190 °C) for 30 minutes. Finish color is **ANSI 70** Gray, with texturized appearance. The cured finish exhibits excellent flexibility and durability, as well as very good corrosion protection, chemical/solvent resistance, and hardness. For surfaces exposed to the weather, an additive is employed in the powder to increase resistance to fading and improve salt-spray performance.

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## Commercial considerations

### Terms and conditions

Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services will apply. Siemens hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process, however acceptance of additional or different terms must be specifically agreed to in writing by Siemens.

### Progress Milestone Payments (Equipment).

The following progress payments will apply to this project. Partial shipments will be invoiced at their corresponding value. Any billing plan different to the one below must be mutually negotiated, prior to purchase order issuance.

Upon shipment or when placed into storage in the event shipping is delayed by Buyer	100.00%
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### Cancellation schedule

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or applicable portions thereof, will apply:

After receipt of order, or before approval drawings are completed	15.00%
After approval drawing completion, but before release to manufacturing	30.00%
Before start of fabrication, but after major component purchase	60.00%
After start of fabrication, but before start of assembly	80.00%
After assembly has started	100.00%

### Quotation validity

This proposal will remain in effect for **60 days** from the Date of Issue, unless changed in the interim upon written notice from Siemens. Documents and related correspondence shall be sent to the local Siemens office or an authorized Siemens distributor. The proposal is based upon Siemens interpretation of the plans and specifications and is subject for correction for errors. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter and shall not be modified except in writing signed by both parties.

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**Conditions of sale**

<p>Price policy</p>	<p>Prices are firm for shipment by June 2025. In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., prices shall be adjusted based on MVS Index escalation formula as indicated below. Price escalation on material/services supplied by our sub-suppliers will have to be reconfirmed separately once the new dates are confirmed. If storage is required, additional charges will apply and will be determined at the time the equipment is placed in storage.</p> <p><u>MVS Index Escalation Formula:</u></p> <ol style="list-style-type: none"> <li>The quoted prices shall be adjusted based on the MVS Index Calculation Formula (see below) and shall apply to Siemens Equipment</li> <li>The Producers Price Index, series 33513 from the U.S. Department of Labor, Bureau of Labor Statistics will be used: <a href="https://data.bls.gov/timeseries/PCU335313335313?amp%253bdata_tool=XGtable&amp;output_view=data&amp;include_graphs=true">https://data.bls.gov/timeseries/PCU335313335313?amp%253bdata_tool=XGtable&amp;output_view=data&amp;include_graphs=true</a></li> <li>Monthly Index Preliminary Data will be revised four months after original publication.</li> </ol> <p><u>MVS Index Calculation Formula:</u></p> <ul style="list-style-type: none"> <li>Base Month Index (BMI) = June 2025</li> <li>The Option Month Index (OMI) = Month of the new delivery date</li> </ul> <p>Final index % Price Adjustment (if any) = (OMI/BMI) X each unique NET sell price</p>
<p>Payment terms</p>	<p>Progress payment per schedule in this offer, which is subject to credit approval. All payments are due <b>NET 30</b> days from date of each invoice.</p>
<p>INCO &amp; Delivery:</p>	<p>2010 – DAP or FOB. Freight <b>Prepaid and Allowed</b> to contiguous USA. Additional freight charges will apply for destinations outside the contiguous USA.</p>
<p>Purchase Order:</p>	<p>In the event a purchase order is generated based on the scope of supply described in this proposal, the purchase order must have the following information included to process the order and eliminate delays during the order entry process.</p> <p><b>For NEW customers to Siemens please provide a tax certificate and W-9 form prior to or upon submission of a purchase order.</b></p> <ol style="list-style-type: none"> <li>The customer's Purchase Order must be made payable to:  <b>Siemens Industry, Inc.</b>  7000 Siemens Road  Wendell, NC 27591</li> <li>The correct proposal/revision number should be referenced on the purchase order.</li> <li>PO must refer to the Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services or any pre-negotiated terms with Siemens Industry, Inc., as the case may be, to be the applicable terms for the order.</li> <li>The purchase order net price must match the proposal price as outlined in the proposal summary.</li> </ol>
<p>Back charges:</p>	<p>Siemens will only accept reasonable back charges if notified in writing within five days of customer identifying a repair is needed and afforded an opportunity to cure within a commercially reasonable time.</p>

**Restricted information**

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Liquidated Damages	<p>If Seller fails to complete delivery of Goods within the time period as specified in the Purchase Order due to no fault of the Buyer, Seller shall pay to Buyer damages not in excess of \$200 per day beyond the Goods delivery date until delivery is completed in accordance with the Purchase Order ("Liquidated Damages"). The parties acknowledge and agree that the Buyer's actual damages arising from a delay in delivery by the Seller would be difficult or impossible to calculate, and that in light of the circumstances, the amount of Liquidated Damages referenced herein represents a reasonable approximation of such damages and not a penalty. The Liquidated Damages referenced herein shall be in lieu of actual damages and shall constitute Buyer's sole remedy for any delay in the delivery of the goods. Aggregate Liquidated Damages shall not exceed 5% of the Purchase Order value of the Goods delayed.</p> <p>Liquidated Damages shall not apply in the following instances:</p> <ol style="list-style-type: none"> <li>1. Delivery in a timely manner regardless of whether nonconformities are identified after delivery.</li> <li>2. Delay caused by Buyer not providing timely approval of drawings and commercial information.</li> <li>3. Events outside Seller's control.</li> </ol>
Other terms	<p>Unless stated in writing by Siemens, Siemens' prices exclude charges for unloading, storage, insurance, taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties, or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens.</p>
Storage	<p>In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., and the equipment needs to be kept in storage, a storage fee in the amount of 1.5% of the equipment value shall be charged per month on the first day of each month.</p> <p>In the event that shipment is delayed for reasons beyond our control, payment shall be effected against shipping agent's confirmation that the material is ready for shipment or storage.</p>
Warranty	<p>The warranty period will be <b>60</b> months from the date of shipment (bill of lading) or <b>54</b> months from date of commissioning, whichever event may occur first. For details related to the specific guidelines of Siemens Warranty please refer to Standard Terms and Conditions of Sale for Products and Services</p> <p><a href="http://www.usa.siemens.com/mvterms">www.usa.siemens.com/mvterms</a></p>
Export Control	<p>Buyer agrees to comply with all applicable export laws and regulations relating to the resale, exportation, transfer, assignment, disposal, or use of the goods, including any Purchaser acknowledges that [SOC/Seller/Contractor/Consortium] is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, usage of the [Work/Equipment/Services] provided under the Contract, including any export license requirements. Purchaser agrees that such [Work/Equipment/Services] shall not indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations of the continuing performance by [SOC/Seller/Contractor/Consortium] of its obligations hereunder that compliance with such export laws and regulations be maintained at all times.</p> <p>PURCHASER AGREES TO INDEMNIFY AND HOLD [SOC / SELLER / CONTRACTOR / CONSORTIUM] HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.</p>
Conflict Minerals	<p>Siemens will make commercially reasonable efforts to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act's provisions requirements concerning conflict minerals. Conflict minerals as defined herein mean tin, tantalum, tungsten, and gold ("Materials"). Specifically, Siemens will exercise reasonable efforts to identify, through Siemens AG's global supply system, the source and chain of custody of the Materials used in the Products to the extent of the information available to Siemens; and will, upon reasonable advance written request, provide Buyer with a complete and accurate conflict mineral report detailing the source and chain of custody of Materials (in a format that is as comprehensive as called for by the Industry Electronic Citizenship Coalition ("EICC") and the Global e-Sustainability Initiative ("GeSI") reporting template.</p>

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## Schedule

The table(s) below provides typical project lead times for projects requiring approval drawings (Approval)

- The project cycle starts after receipt of a technically and commercially clear purchase order.
- The quoted lead times are based on current engineering and factory production capacity.
- Upon order entry, actual lead times will be acknowledged which will be dependent on available engineering & production capacity at the moment the order is received.
- Lead times are conditional upon one (1) review cycle and Customer release to manufacturing and return of the approval drawings within the timeline indicated in below chart.
- Any deviation to these premises will lead to an adjustment in delivery time.
- Confirmed schedule will be provided 2 weeks after customer release for Manufacturing and return of the approval drawings.

Description	Submission of approval drawing package <sup>1</sup>	Customer review	Equipment ready for shipment (after release to manufacture)	Factory Acceptance Testing (FAT), if applicable (additional charges may apply)	Total cycle time to shipment from factory
Item A	5	2	38	XX	45 (weeks)

**\*\*Above lead time is our 'Ready to Ship' date, additional 2 weeks' time estimated for delivery.**

<sup>1</sup>Submission of approval drawing package consists of:

- General arrangement and floor plan with primary one-line diagram
- General information
- Three-line diagram
- Schematic
- Panel arrangement
- Accessories list
- Nameplate engraving
- Electrical bill of materials

If the scope of supply includes SEL devices, the quoted lead times may be increased. This impact will be reevaluated accordingly at the time of release to manufacture based on the actual lead times from SEL at that moment. Siemens shall not be liable for any delays caused by SEL or by any additional efforts and costs that Siemens must undertake to keep planned dates. If lead times for the equipment is of concern, please reach out to your Siemens representative to evaluate alternate options with Siemens SIPROTEC relays to improve the lead times and potential cost savings.

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## Comments and Clarifications

The quoted price is based on the following documents, which are received with the request for quote:

### Commercial Documents:

1. None.

### Technical Documents:

1. Drawing:
  - a. No drawing submitted.
2. Specification:
  - a. Section 337723 – 15kV Power Circuit Breakers.

### Commercial Comments:

1. The **Customer Visual Inspection (CVI)** is an opportunity for the Customer Representative to visit our manufacturing facility for the purpose of visually inspecting their equipment. This includes a general survey of such things as the number of sections, general configuration, components used, shipping plans/splits, etc. Inspection does not include any type of powering up of the gear or any functionality test. An inspection does not include the support of the testing personnel on the floor. The factory will not charge the customer for a CVI visit. Food, travel, lodging, permits, and miscellaneous expenses are to be borne by the customer.
2. The **Factory Acceptance Test (FAT)** is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of \$3,000.00 for the first day and \$2,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits, and miscellaneous expenses are not included in the above and are to be borne by the customer. If circumstances surrounding COVID-19 prevent an in-person FAT at a Siemens factory, we will offer a remote video FAT as an alternate. For more information regarding Siemens FAT offerings: <http://usa.siemens.com/fat>
3. Field service, start-up, testing, commissioning, training, and analysis/studies are to be supplied by others unless explicitly outlined in the scope of supply.
4. Relay settings, relay programming, system studies, coordination, interfacing, and installation are to be supplied by others unless explicitly outlined in the scope of supply. Should this scope be required please refer to the "System Engineering Service" rate sheet at the end of the proposal.
5. Certificates for items such as seismic ratings are available for the standard product design. Project-specific certificates are not included in this proposal unless explicitly listed in the scope of supply.
6. This proposal is based on our best interpretation of the single line drawing and specification, and Siemens reserves the rights to revise the quotation if our interpretation differs from actual requirements.
7. Additional technical comments and clarifications may be generated during the detailed engineering phase of the project.
8. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter and shall not be modified except in writing signed by both parties.

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9. Siemens' obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos (or any sanctions).
10. Siemens takes exception to external Codes of Conduct, Quality, Drug and Safety programs and policies. This offer is based on Siemens Code of Conduct, Quality, Drug and Safety programs and policies.
11. Insurance endorsements, bonds, and all other forms of surety, if required, shall be provided in accordance with Siemens guidelines using Siemens standard forms and rates.
12. Hard copies of the Siemens standard Installation, Operation and Maintenance manuals will be included in the accessories of the shipment. An electronic copy of the standard manual can be provided, upon request, by the Project Manager or Contract Administrator assigned to the project. Requirement for Special Operation and Maintenance Manuals will require a separate line item on the purchase order. Additional fees & time will apply to provide such special manuals, unless explicitly stated as included in our proposal.
13. It has now become clear that COVID-19 may, in unpredictable ways, affect business activities that are essential to the performance of the Siemens' scope of work. Siemens is closely monitoring the development of COVID-19 and its associated impacts and will endeavor to (as promptly as they are known) inform Apex Clean Energy Holdings, LLC-4th St. N.E. of the impacts that COVID-19 has or may have on Siemens' manufacturing, supply chain, operations, logistics, and personnel relating to Siemens' scope of work, if any. As the full impacts from COVID-19 are currently unknown and are unknowable at this time, Siemens will provide Apex Clean Energy Holdings, LLC-4th St. N.E. with written notice of any schedule impacts resulting from COVID-19. Siemens shall be entitled to schedule relief to the extent necessary to overcome any unknown impacts from COVID-19. If you have any questions or concerns respecting this Order Acknowledgment or the COVID-19 points discussed herein, please contact the Siemens Project Manager responsible for this work to resolve such concerns as soon as possible.
14. Goods quoted in this proposal are manufactured in Mexico, a NAFTA country. Any applicable Buy American provisions must be reviewed by Siemens to determine compliance. Customer must notify Siemens of any applicable Buy American requirements and provide Siemens with a complete and accurate copy of the applicable Buy American provisions. Siemens reserves the right to reject any order where compliance with Buy American requirements is not possible or cannot be determined.

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## Technical Clarifications / Deviations / Exceptions:

Ref Doc	Section	C/D/E	Description
N/A	N/A	C	The pricing shown in this proposal is only valid for items listed explicitly in the BOM. Any changes required will need to be evaluated for potential pricing and lead time impacts.
N/A	N/A	C	Siemens type SDV7 distribution circuit breaker is precision-built equipment designed to function efficiently under normal operating conditions. It is designed and manufactured to operate within the parameters established in ANSI/IEEE C37 and NEMA standards for distribution circuit breakers. Performance requirements of these standards have been met or exceeded by these designs. Specific standards which apply include: <ul style="list-style-type: none"> <li>• ANSI/IEEE C37.04-1999 rating structure for AC high-voltage circuit breakers.</li> <li>• ANSI/IEEE C37.06-2009 preferred ratings AC high-voltage circuit breakers.</li> <li>• ANSI/IEEE C37.09-1999 test procedure for AC high-voltage circuit breakers.</li> <li>• NEMA SG4-2009 for AC high-voltage circuit breakers.</li> </ul>
Section 337723 – 15kV Power Circuit Breakers	1.9 C.1.	C	All drawings for initial and final review shall be submitted as one (1) electronic copy in PDF and AutoCAD 2020 format.
	1.17 D.	D	Siemens accepts this with the addition that the aggregate amount charged by the Owner shall not exceed 5% of the Purchase Order value of the Goods delayed. Please see Siemens Standard Liquidated Damages clause on page 10 of this proposal.
	2.4 J.1.a.	D	Due to the case thickness of a 1200:5-C800 CT, it is not possible to mount more than one CT per bushing. Siemens is proposing 1200:5-C400 CTs to allow mounting of twelve 1200:5 CTs on bushings. Please see preliminary drawings at the end of this proposal.
	2.8 A.	C	The SDV7 breakers are not RUS listed. Most configurable products for the utility market like vacuum circuit breakers and reclosers are not currently RUS listed per - <a href="http://www.rd.usda.gov/files/UEP_TECHNICAL_LoM.pdf">http://www.rd.usda.gov/files/UEP_TECHNICAL_LoM.pdf</a> . If RUS listing is required, the customer may go through the "Unlisted Equipment Approval" process. Please reach out to the RUS Contact provided below with the product rating and type. RUS will contact Siemens with any further questions or documentation required from our end to complete the process. <b>RUS Contact:</b> Norris W. Nicholson, Chair Technical Standards Committee "A" Phone: (202) 720-1979 E-Mail: <a href="mailto:Norris.Nicholson@wdc.usda.gov">Norris.Nicholson@wdc.usda.gov</a>
N/A	N/A	C	Unless otherwise specified in the project contract, the colors of the circuit breaker manual releases shall conform to the requirements found in IEEE STD. C37.04. The standard stipulates the use of the color RED to indicate that the release opens or trips the circuit breaker and the color GREEN or BLACK to indicate that the release closes the breaker.
N/A	N/A	C	Due to current global shortage of electrical and electronic components like control switches, indicating lights, terminal blocks, etc., during order execution, we reserve the right to propose substitutes of the same quality and function. This is in the interest of mitigating potential impacts on the lead time. These changes will be communicated to customer during order execution as applicable.

### Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services

April 14, 2021 (Ver 1.4)

This proposal is quoted using Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services. The terms and conditions can be reviewed in their entirety by following the link below:

[www.usa.siemens.com/mvterms](http://www.usa.siemens.com/mvterms)

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SF24483537 006Mz00000DCV0XIAX

April 19, 2023

Prices effective April 19, 2023 and subject to the following terms: (a) change without notice; (b) the terms and conditions set forth herein.

## Field Service Rates

Page 1 of 2

**Siemens Industry, Inc. (Siemens),** maintains a highly-skilled staff of competent, trained engineers, technicians and specialists for the purpose of furnishing (1) Installation Services, (2) Advisory Services (3) Maintenance Services, and (4) Management Services related to mechanical and electrical equipment and systems at customer facilities.

**Installation Services** include those related to new apparatus such as project service, technical assistance during installation and start-up, and the initial testing of equipment or systems.

**Advisory Services** are those involving engineering studies, tests and evaluations including system or equipment modification and special customer training programs.

**Maintenance/Retrofit Services** are continuing engineering services or apparatus repair and retrofit to maintain equipment or system integrity.

**On Demand Requests-Emergency and Non-Emergency** – is defined as any work where less than five business days advance notice is provided before we are expected to be on-site.

**International Work – All work beyond the Domestic 48 States-** Expenses to include Business Flights, Visas, Taxes, any expenses not normally associated with Domestic Work. Work will be strictly Technical Field Assistance, all hands-on work to be performed by others. Any lost equipment will be replaced at customer cost. Time will be invoiced from home until back at home. Non-working weekend work will be considered Standby Time and charged at 8 hours Straight Time rate.

### Description of Classifications of Services:

The following general guidelines are used to determine the rate applied to work performed. Siemens has final decision on the skill set required and the labor rate to be invoiced.

1. **Field Service Engineer II:** Services include, but not limited to, commissioning, troubleshooting, installation checkout, protection and controls testing, switchgear retrofit and repair, and technical field assistance of electrical equipment up to 69kV.
2. **Field Service Engineer III:** Services for complex electrical systems such as Gas-Insulated Switchgear, power system studies, IoT systems, eMobility, Power Control & Communications Systems, Low and Medium Voltage Drives, Automation Engineering and Engineered & Designed Solutions.
4. **Project Manager:** Services include management of schedule, resources, and sub-contractors as applicable for successful project completion. Project Manager/On-Site Manager is also responsible for providing schedules and work plans as required. Includes on-site non-working supervisor. Services include management of schedule, resources and site execution.

### General Commercial Conditions:

#### Invoicing

Unless otherwise specified in its proposal, Siemens Industry, Inc. shall have the right to invoice the customer for all material delivered and work performed under this order at such times that it considers appropriate.

#### Terms of Payment

All payments shall be net thirty (30) days from date of invoice.

#### Special Training

All time to complete site-specific training will be billed at the applicable Service Level Hourly Rate indicated in the Classification/Rate Schedule table provided on the following page.

#### Terms and Conditions of Service

*Standard Terms and Conditions of Sales for Siemens, Joint Product and Services Offering* can be found at [Terms & Conditions](#) and are incorporated by this reference and made a part of this document.

**Standby Time** is defined as time, up to 8 hours per day, during which Siemens personnel, during their field assignment, is available for work but is not working because of circumstances beyond Siemens' control, including weather conditions. Each hour of standby time shall be invoiced at the applicable rate.

Siemens reserves the right to waive or modify any rates or charges at their discretion upon previous notice to the customer before commencing work.

April 19, 2023

# Field Service Rates

Prices effective April 19, 2023 and subject to the following terms: (a) change without notice; (b) the terms and conditions set forth herein.

## Classification / Rate Schedule

Engineering Service Level	Straight Time Hourly Rate	1.5 Hourly Rate	2.0 Hourly Rate	Minimum Billing Rate
Field Service Engineer II <sup>1</sup>	\$ 260	\$ 390	\$ 520	\$ 1,040
Field Service Engineer III <sup>2</sup>	\$ 300	\$ 450	\$ 600	\$ 1,200
On Demand Call-out	\$ 320	\$ 480	\$ 640	\$ 1,280
Project Manager	\$ 270	\$ 405	\$ 540	\$ 1,080
International	\$ 370	\$ 555	\$ 740	N/A
Per Diem (Local) <sup>3</sup>	\$150/day			
Per Diem (Overnight) <sup>4</sup>	\$325/day			
Per Diem (International)	Actuals +20% Markup			

<sup>1</sup>This classification will be utilized for general Time and Expense Work

<sup>2</sup>This classification will be utilized for sites requiring extensive specialized requirements with limited Siemens personnel availability, such as mining, nuclear, off-shore or federal sites.

<sup>3</sup>Includes meals, ground transportation (i.e. vehicle mileage, tolls, parking, etc.) and incidental expenses (excludes airfare and hotel expenses).

<sup>4</sup>Includes hotel, meals, ground transportation and incidental expenses (excludes airfare expenses).

**Straight Time** is defined as time worked on a regular schedule of 8 hours between 7:00 a.m. and 6:00 p.m., Monday through Friday. Each hour of straight time shall be paid for at the straight time rate.

**Premium Time** is defined as time worked in excess of or at times other than the regular straight time schedule.

- **Monday thru Friday (except holidays)**  
After 8 hours - 1.5 times the straight time rate.
- **Saturdays (except holidays)**  
First 12 hours - 1.5 times the straight time rate. After 12 hours until relieved - 2 times the straight time rate.
- **Sundays and Holidays**  
2 times the straight time rate.  
Holidays are defined as those days observed by Siemens Industry, Inc.

### Per Diem Rates

The Per Diem rates include Field Service Representative meals, local ground transportation (vehicle mileage, tolls, parking, etc.), incidental expenses and hotel expenses (if applicable). Does not include any expenses for air travel.

### Itemized Travel, Living and Incidental Expenses

Where required in lieu of Per Diem and not included in any of the hourly rates, shall be invoiced at cost plus 20% Markup. This will include any airfare required in addition to Per Diem.

**Travel Time** is defined as all time spent by the person traveling to the jobsite, and in returning, including travel occurring on Saturdays, Sundays, and holidays. Each hour of travel time shall be invoiced at the applicable rate.

**Hourly and Daily Rates** do not include travel or living costs. Should the customer require additional documentation such as copies of employee expense reports and/or expense receipts, a written request must be submitted to Siemens Industry, Inc. before commencing work. See Itemized Travel, Living and Incidental Expenses below.

### Minimum Billing

Minimum billing for any day that service is performed will be four (4) hours at the applicable rate. The minimum can include off-site activities such travel time, mobilization, demobilization and report generation.

### Other Charges

The following charges will be applied in addition to the service rates:

#### A. Special Tools and Test Equipment

When a particular job requires the furnishing of specialized tools, equipment, or instruments not included in standard Field Service Representative "Truck Stock", a charge will be made equal to either the cost of acquisition plus 20% markup or we will use the Siemens Price List TER23R0 for Test Equipment Rental Charges.

#### B. Material Furnished by Siemens Industry, Inc.

All Siemens Industry, Inc. material used on the job will be billed at current prices.

#### C. Third Party Labor and Consumable Materials

On selected jobs where it is practical to utilize third party labor (solely at Siemens discretion) to perform a portion of the work, their services, along with any third-party materials will be invoiced at cost plus 25% markup.



Siemens Industry, Inc., RC-US SI EA,  
7000 Siemens Road, Wendell, NC 27591 United States of America

Name Terrance Woodyard  
Department RC-US SI EA  
E-mail [Terry.Woodyard@Siemens.com](mailto:Terry.Woodyard@Siemens.com)  
Date June 29, 2022

Dear valued Siemens Customer,

This letter provides an update on the current delivery capability of Siemens Electrification and Automation factories producing select low- and medium-voltage power distribution products and protection and automation solutions.

- Siemens, along with suppliers of various components, have manufacturing facilities that continue to be affected by global supply chain delays. These impacts include labor shortages, transportation delays, and raw material availability. Since the last update to our customers earlier this year, the situation has not improved significantly for Siemens or our suppliers. Despite our proactive approach to supply chain and inventory management, our ability to deliver your Siemens type SDV outdoor distribution circuit breaker in a timely manner has been impacted.

In this environment of supply chain challenges, we will be making some component sourcing/supplier changes for some of the non-critical components (for example, LED lamps, control switches, test switches) used in our SDV circuit breakers to improve our on-time deliveries. The alternate components have been fully vetted by our R&D, Engineering and Quality teams to ensure that the performance and quality of the SDVs will not be adversely affected by the change.

Siemens is committed to continuing to communicate with you the status of your orders while we work diligently to deliver them. If you have any questions, please reach out to your Siemens account representative.

With kind regards,

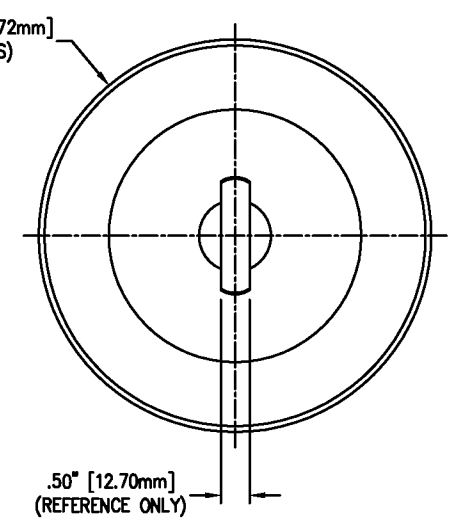
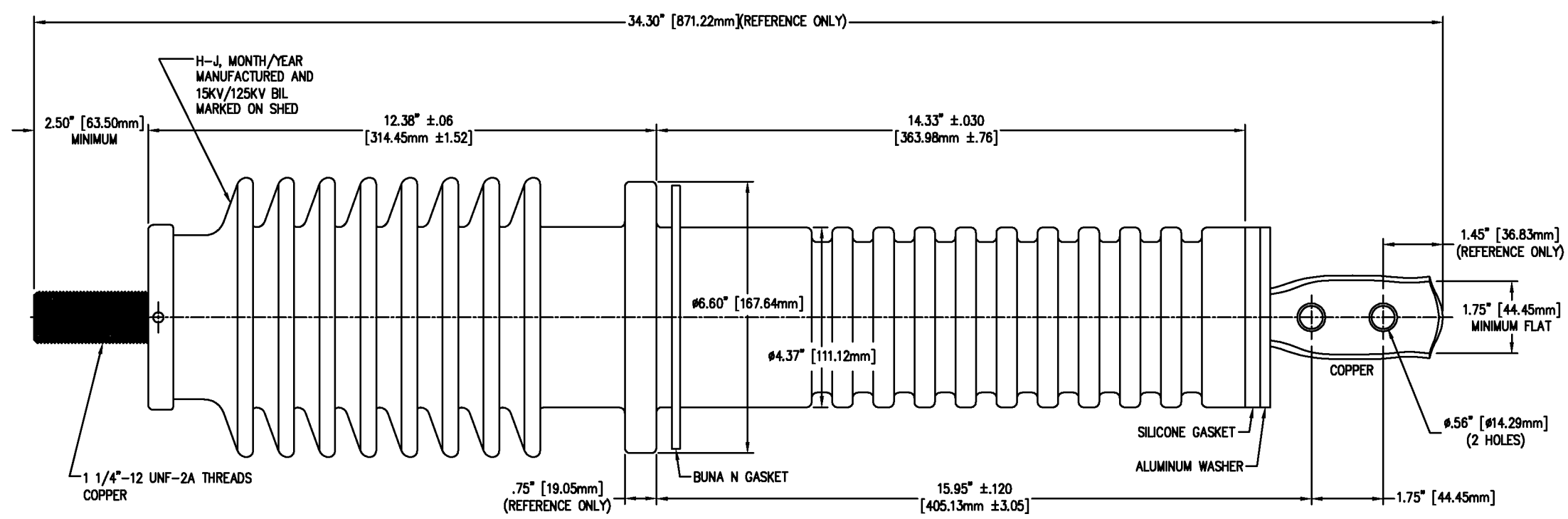
**Woodyard**  
**Terrance**

Digitally signed by Woodyard  
Terrance  
DN: cn=Woodyard Terrance,  
o=Siemens,  
email=terry.woodyard@siemens.com  
Date: 2022.06.29 12:22:00 -04'00'

Terrance Woodyard  
Principal Product Manager - Outdoor Distribution Circuit Breakers  
Siemens Industry, Inc.  
Smart Infrastructure Electrification and Automation

1

2

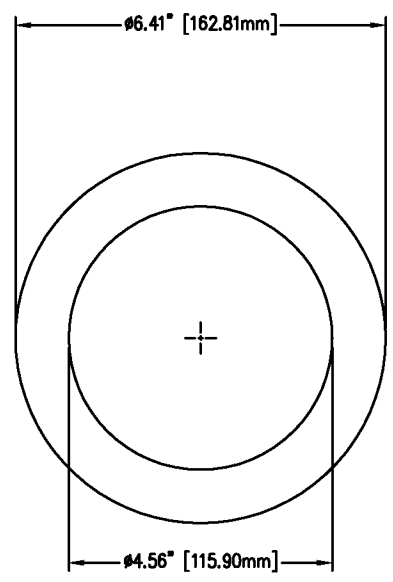
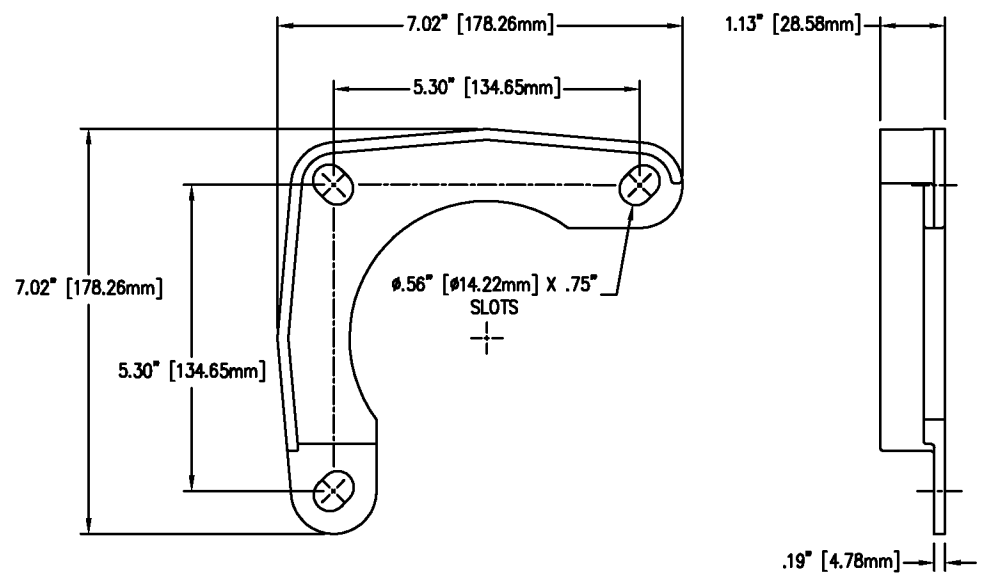


NOTES:

1. BUSHING MATERIAL IS WET PROCESS ELECTRICAL PORCELAIN
2. GRAY GLAZE ANSI 70 SKY GREY - MUNSELL 5BG 7.0/0.4
4. 60HZ WITHSTAND: 50KV DRY  
45KV WET
5. CREEPAGE: > 25.20" TOP  
> 18.30" BOTTOM
6. STRIKE: 11.00"
7. TOP AND BOTTOM TERMINALS ARE TIN PLATED
8. BIL: 125kV
9. CANTILEVER STRENGTH: REQUIRED: 1250 NEWTONS  
TESTED: 1349 NEWTONS

ROOF MOUNTING FLANGE  
TWO PIECES REQUIRED PER ASSEMBLY  
MATERIAL: ALUMINUM TENZALLOY

BUSHING TO ROOF GASKET  
ONE REQUIRED PER ASSEMBLY  
MATERIAL: .19" ±.020" NITRILE BUNA N



STANDARD DRAWING  
DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

SIEMENS SALES ORDER:	PRELIMINARY APPROVAL CERTIFIED:	PRODUCT TYPE SDV	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: BUSHING, 15KV-1200A-SDV SDV7-15.5kV-25-1200-RP
CUSTOMER PROJECT:		DRAWN:	
GROUP:		APPRV:	
CUSTOMER ORDER:		DATE: DATE	QTY:

USED ON: SDV MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

04	10-08-2013	DKD	REVISED PART NUMBER OF DRAWING WAS A7E032406116002
03	10-04-2012	DLC	REVERSE SDV6 & SDV7 TO SDV
02	10-13-2010	DKD	DEFINED STUD MATERIAL
01	11/21/08	DLC	ADDED NOTE 9

<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC		ANGULAR	SIMILAR TO
1-PLACE DECIMAL ± .06	2-PLACE DECIMAL ± .03	MACHINED SURFACE TEXTURE	DR DLC
3-PLACE DECIMAL ± .01			CH
			APP DC

MATERIAL	PART NUMBER	SCALE	CHARACTERISTICS	SHEET NO.
48	A7E32406116002	3.5X	←	01-F
WEIGHT (LBS)	PART NAME			
	BUSHING, 15KV-1200A-SDV			

1

2

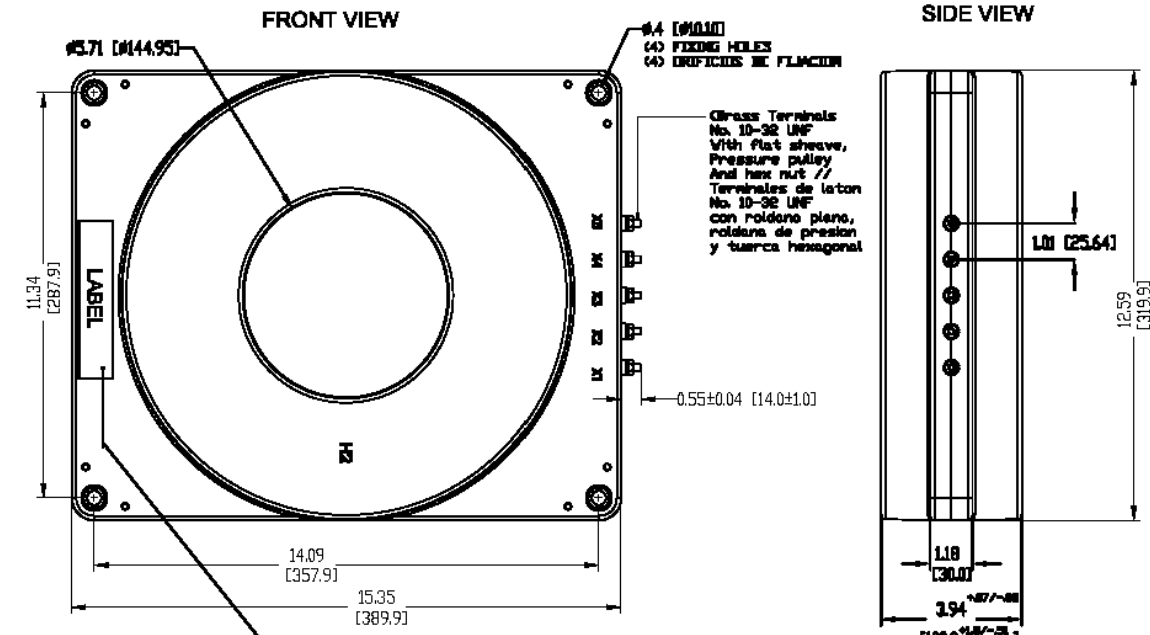
**INSTRUMENT CURRENT TRANSFORMER**

TECHNICAL DATA ACCORDING TO ANSI/IEEE C57.13

- GENERAL CHARACTERISTICS AND CONDITIONS // CARACTERISTICAS Y CONDICIONES GENERALES**
- RELAYING AND CURRENT METERING APPLICATIONS // APLICACIONES EN PROTECCIÓN Y MEDICIÓN
  - INDOOR SERVICE // SERVICIO INTERIOR
  - OPERATING TEMPERATURE // TEMPERATURA DE OPERACION : -40° TO 105°C
  - CONTAMINATION LEVEL // NIVEL DE CONTAMINACION : MEDIUM // MEDIO
  - ALTITUDE // ALTITUD : 2500 m.s.n.m

- CONDITIONS OF OPERATION // CONDICIONES DE OPERACION**
- FREQUENCY // FRECUENCIA : 50 - 400Hz
  - SECONDARY CURRENT // CORRIENTE EN EL SECUNDARIO : 5A
  - NOMINAL SYSTEM VOLTAGE // CLASE NOMINAL DE AISLAMIENTO : 0.6kV / 0.72 kV
  - B.I.L. & FULL WAVE CREST // NIVEL BASICO DE IMPULSO : 10 kV

**MECHANICAL SPECIFICATION // ESPECIFICACIONES MECANICAS**



**ELECTRICAL SPECIFICATIONS // ESPECIFICACIONES ELECTRICAS**

SIEMENS REV. LEVEL	CURVES LOCATED ON PAGE	SIEMENS P.N. 324-04700-	CATALOG NUMBER	MULTI-RATIO	CURRENT RATIO (A), (X1-X5)	RELAY CLASS	ANSI METERING CLASS AT 60HZ (X1-X5)					SECONDARY WINDING RESISTANCE (OHMS @75°C), (X1-X5)	RATING FACTOR @30°C	THERMAL CURRENT (kA)	DYNAMIC CURRENT (kA)
							B0.1	B0.2	B0.5	B0.9	B1.8				
03	2 of 25	037	ICT11A01	5	1200:5	C-400	0.3	0.3	0.3	0.3	0.3	0.72	2.0	90.0	225.0
03	3 of 25	034	ICT11A02	5	3000:5	C-400	0.3	0.3	0.3	0.3	0.3	0.65	2.0	119.0	297.0
03	4 of 25	033	ICT11A03	5	2000:5	C-400	0.3	0.3	0.3	0.3	0.3	0.77	2.0	190.0	475.0
03	5 of 25	038	ICT11A04	5	2000:5	C-800	0.3	0.3	0.3	0.3	0.3	0.95	2.0	190.0	475.0
03	6 of 25	032	ICT11A05	5	1200:5	C-200	0.3	0.3	0.3	0.3	0.3	0.55	2.0	90.0	225.0
03	7 of 25	031	ICT11A06	5	600:5	C-100	0.3	0.3	0.3	0.3		0.31	2.0	44.0	110.0
03	8 of 25	036	ICT11A07	5	600:5	C-200	0.3	0.3	0.3	0.3		0.36	2.0	46.0	115.0
03	9 of 25	039	ICT11A08	5	3000:5	C-800	0.3	0.3	0.3	0.3	0.3	0.79	2.0	119.0	297.0
03	10 of 25	040	ICT11A09	5	4000:5	C-800	0.3	0.3	0.3	0.3	0.3	1.19	2.0	94.0	236.0
03	11 of 25	041	ICT11A10	5	2000:5 **	C-400	0.3	0.3	0.3	0.3	0.3	0.76	2.0	190.0	475.0
03	12 of 25	048	ICT11A17	5	2000:5	2.5L200	0.3	0.3	0.3	0.3	0.3	0.64	2.0	190.0	475.0

**BURSHING CURRENT TRANSFORMERS**

Ratio 1200:5 Amps 0.6 kV 60 Hz

Burden	B0.1	B0.2	B0.5	B0.9	B1.8
Metering Class	0.3	0.3	0.3	0.3	0.3
Relay Class	C400 100VA				

Model: ICT11A01  
 SERIAL: TTTTYYWW000000  
 TARI10KV/dm=80kA I<sub>n</sub>=220kA

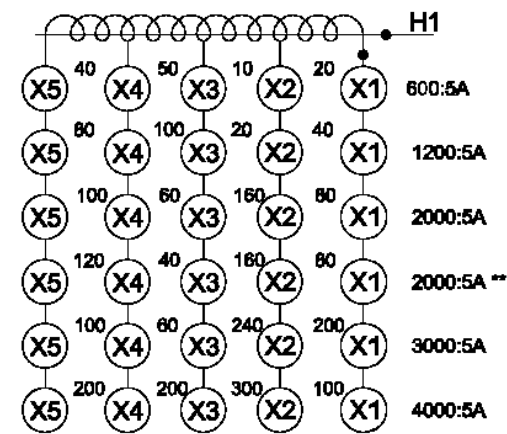
Rating Factor 2.0 (90°C ambient)  
 Elevation: 2500m (8.2k ft) Minimum Creepage: 20mm/kV Approx. Weight: 22kg.

**LABEL MATERIAL:**  
 POLYESTER FILM WITH ACRYLIC BASE ADHESIVE  
 TEMPERATURE -50° TO 105° C

**MATERIAL DE LA ETIQUETA:**  
 PELICULA DE POLIESTER CON ADHESIVO DE BASE ACRILICA  
 TEMPERATURA DE -50° A 105° C

SIEMENS SALES ORDER:	PRELIMINARY APPROVAL CERTIFIED	PRODUCT TYPE SDV7-SE	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: ACCURACY CURVES, 1200:5 MR BCT, C400 SDV7-SE 15.5kV-25-1200-RP
CUSTOMER PROJECT:		DRAWN APPRVI:	
GROUP:		DATE: 04-05-2016	DTY:

MULTI-RATIO CONNECTION // CONEXIONES DE MULTI-RELA



USED ON: SDV MFG. PROJ. CAD GENERATED, DO NOT CHANGE MANUALLY.

Confidential—Property of **SIEMENS** Siemens Industry, Inc. Raleigh, NC

1-PLACE DECIMAL ± .06 ANGULAR  
 2-PLACE DECIMAL ± .03  
 3-PLACE DECIMAL ± .01

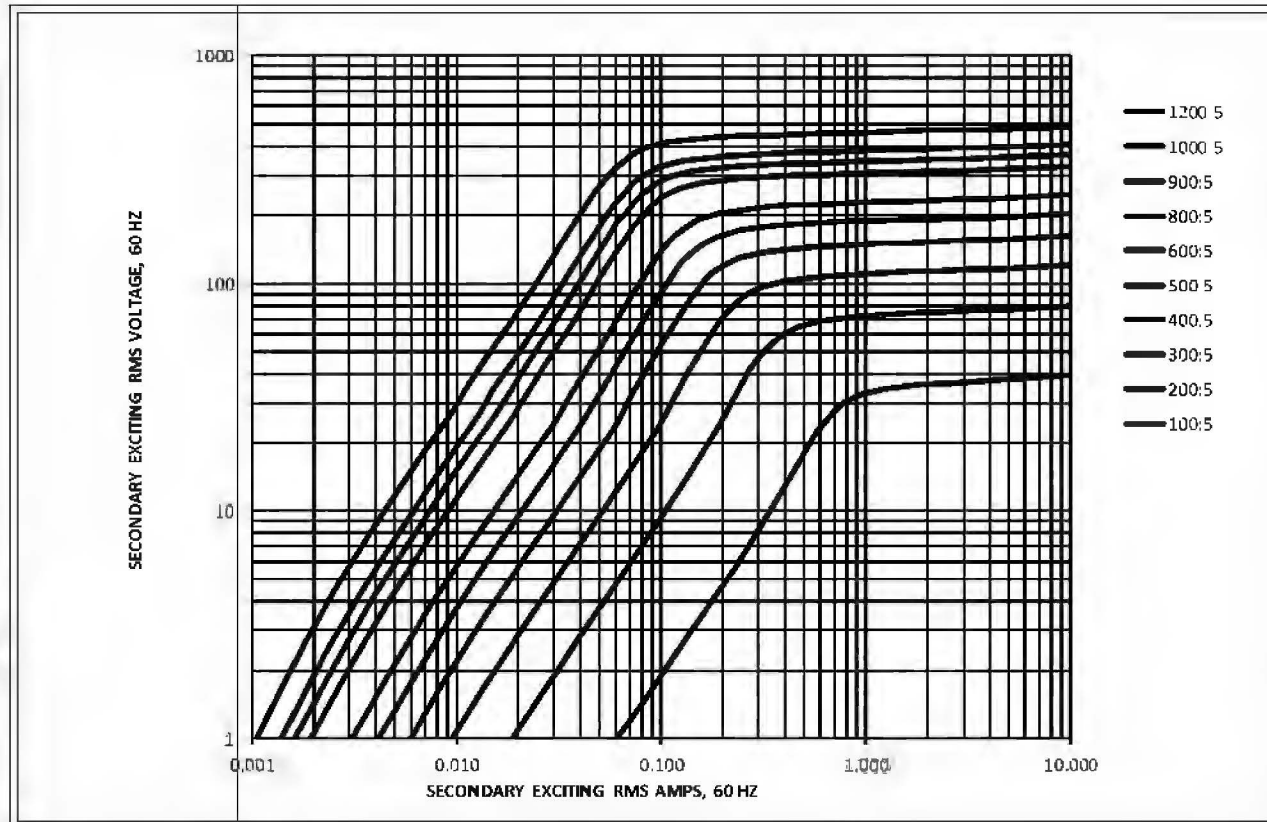
✓ MACHINED SURFACE TEXTURE

PART NUMBER: 324-04700-XXX

WEIGHT (LBS) PART NAME SDV CURRENT TRANSFORMERS FALCO SCALE NTS CHARACTERISTICS SHEET NO. 1 OF 25

REV'D 03/20/2012

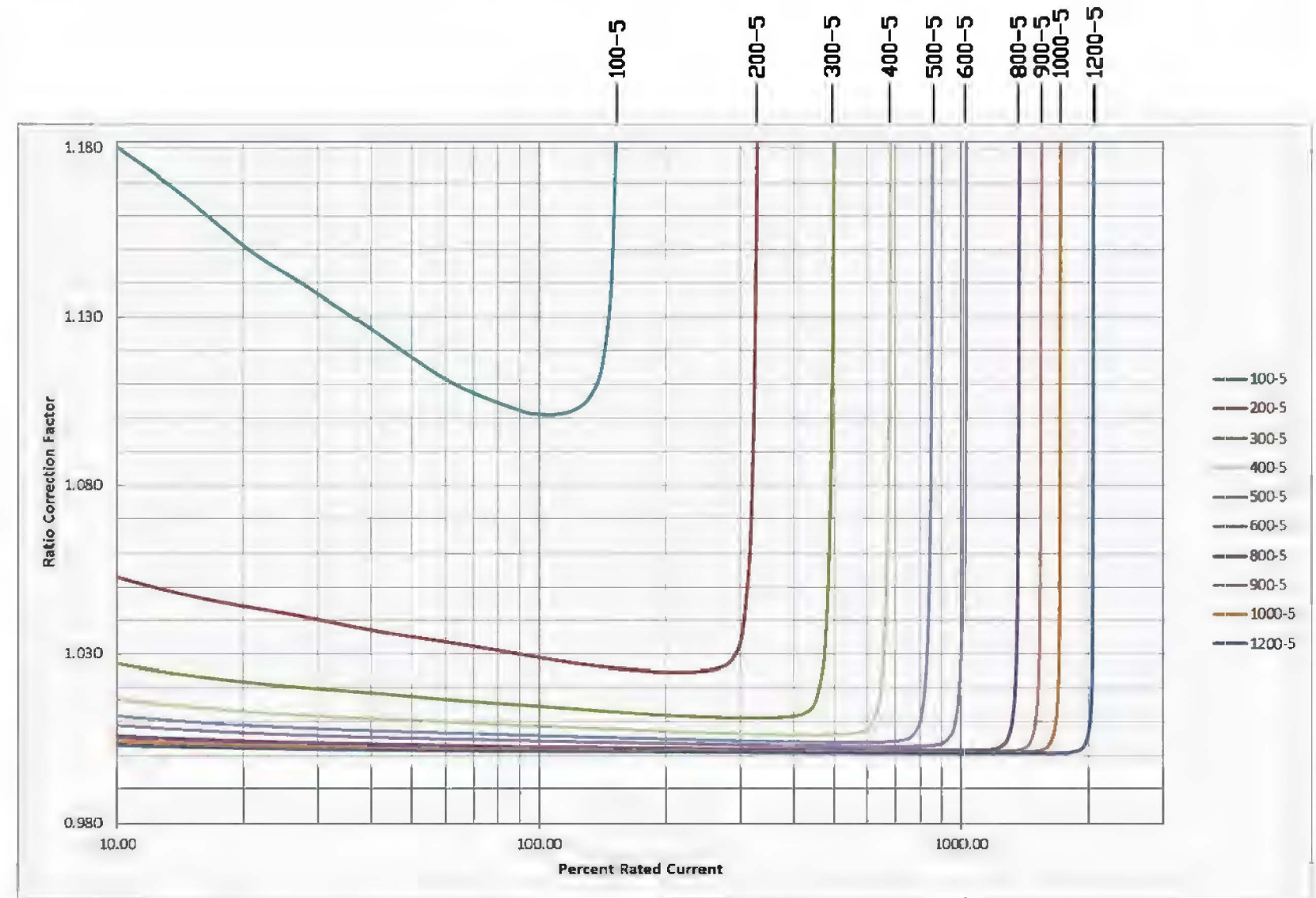
1  
**EXCITATION CURVE / CURVA DE EXITACION ICT11A01**  
**SIEMENS PN 324-04700-037**



**ICT11A01 RATINGS**

TERMINALS	X2-X3	X1-X2	X1-X3	X4-X5	X3-X4	DCR (Ohms, @75°C)
RATIO	100:5A	200:5A	300:5A	400:5A	500:5A	
TERMINALS	X2-X4	X1-X4	X3-X5	X2-X5	X1-X5	X1-X5 0.72
RATIO	600:5A	800:5A	900:5A	1000:5A	1200:5A	

2  
**ICT11A01 RCF GRAPH**  
**RATIO: 1200:5 BURDEN: 4 OHMS FREQUENCY: 60 HZ**  
**SIEMENS PN 324-04700-037**



USED ON: SDV

MFG. PROJ.

CAD GENERATED, DO NOT CHANGE MANUALLY.

SIEMENS SALES ORDER:	PRELIMINARY APPROVAL/CERTIFIED:	PRODUCT TYPE SDV7-SE	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: ACCURACY CURVES, 1200:5 MR BCT, C400 SDV7-SE 15.5kV-25-1200-RP
CUSTOMER:		DRAWN APPRV:	
CUSTOMER PROJECT:		DATE: 04-05-2016	QTY:
GROUP:			
CUSTOMER ORDER:			

01 06-05-2016 MGS  
 ADDED RCF CURVES &  
 SPLIT CURVES UP TO  
 1 SET PER SHT.  
 EIP CD 500005046136  
 02 11-09-2017 MGS  
 CHANGED EXAMPLE  
 LABEL TO ENGLISH.  
 03 09-07-2018 MGS

Confidential-Property of **SIEMENS** Siemens Industry, Inc.  
 Raleigh, NC

1-PLACE DECIMAL ± .06  
 2-PLACE DECIMAL ± .03  
 3-PLACE DECIMAL ± .01

ANGULAR

MACHINED SURFACE TEXTURE

SIMILAR TO  
 77-910-100-XXX

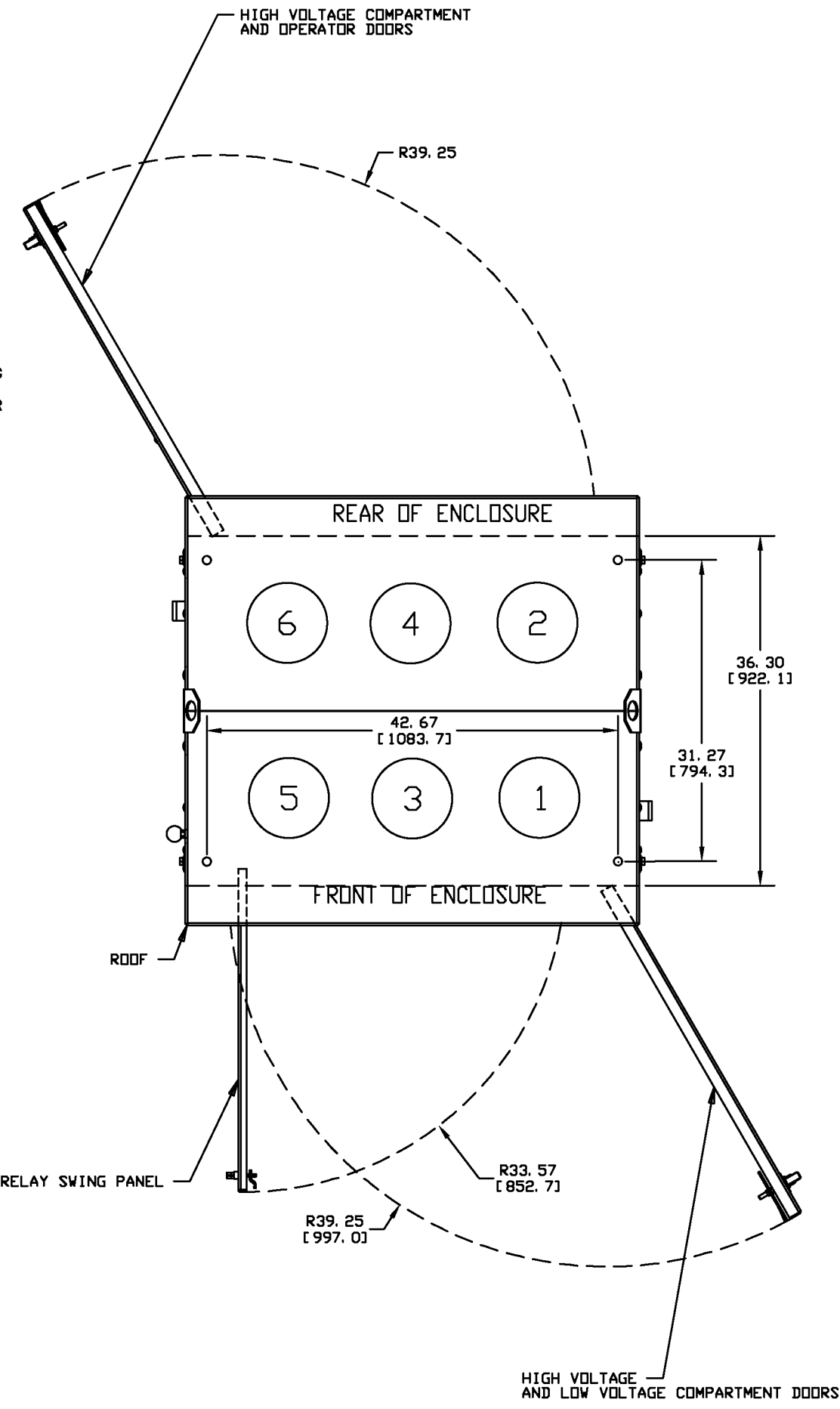
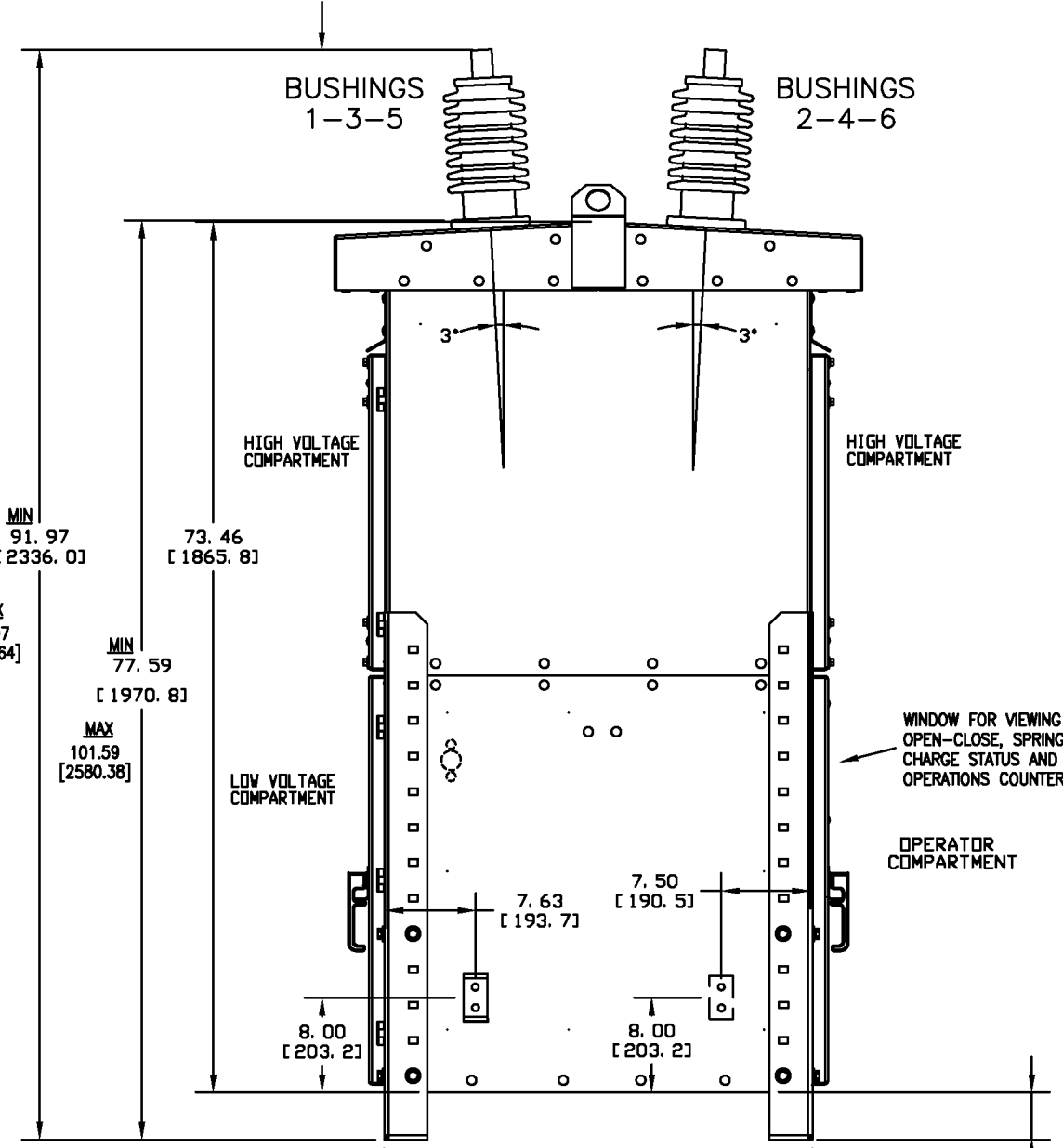
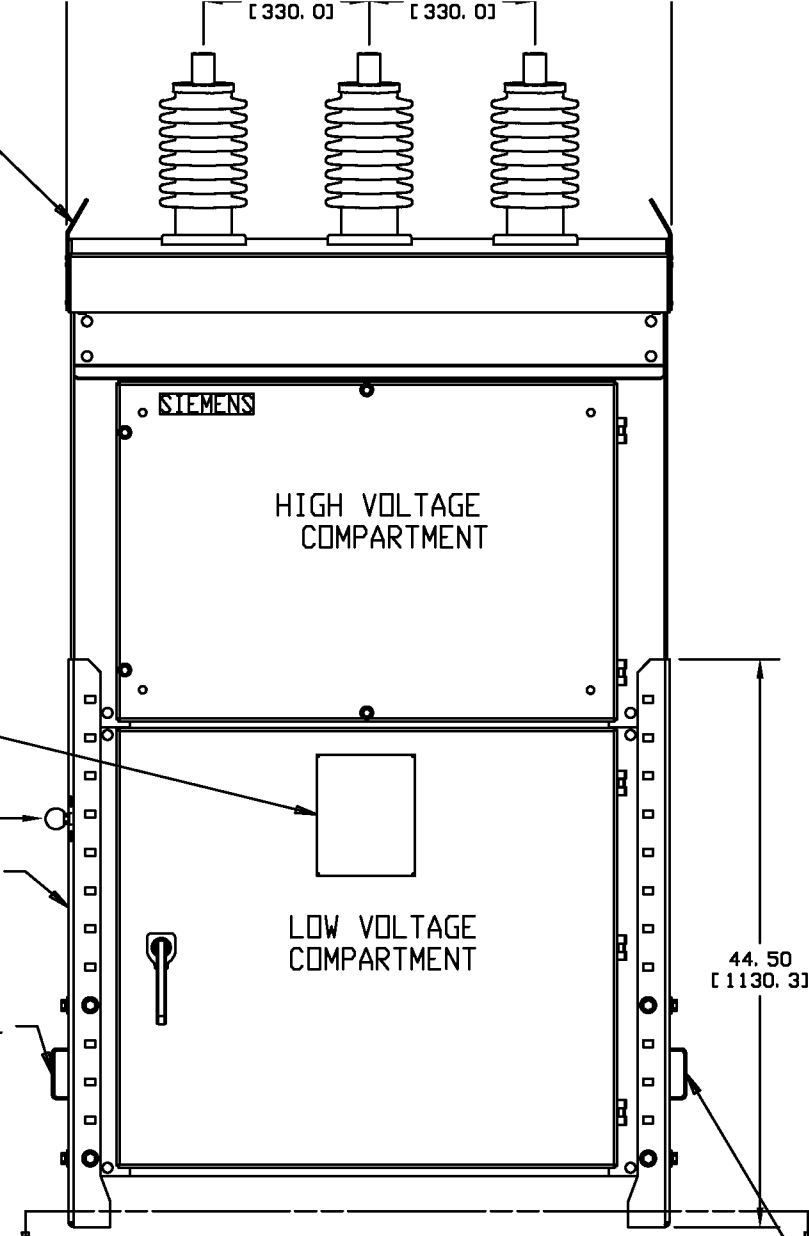
DR MGS  
 CH  
 APP

PART NUMBER  
**324-04700-XXX**

WEIGHT (LBS) PART NAME  
 SDV CURRENT TRANSFORMERS FALCO

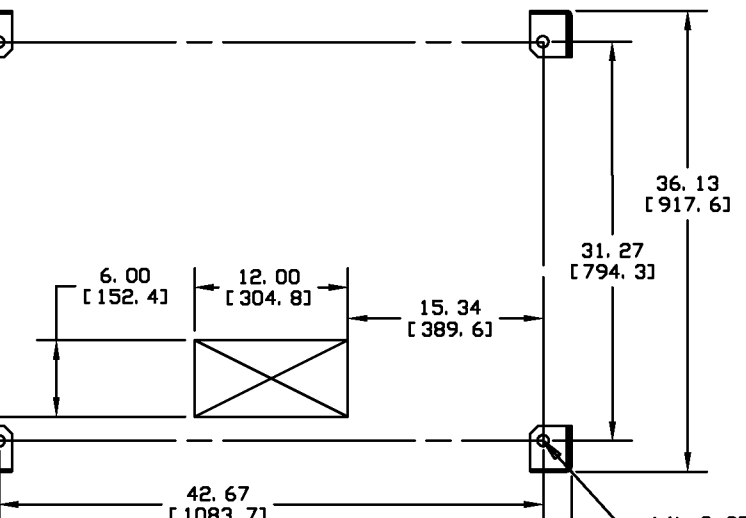
SCALE CHARACTERISTICS SHEET NO.  
 NTS 2 OF 25



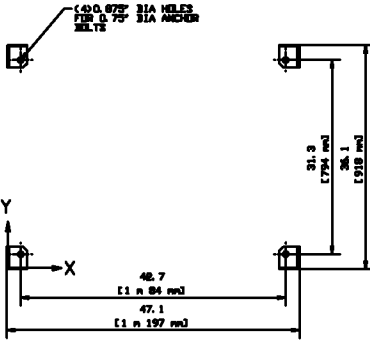
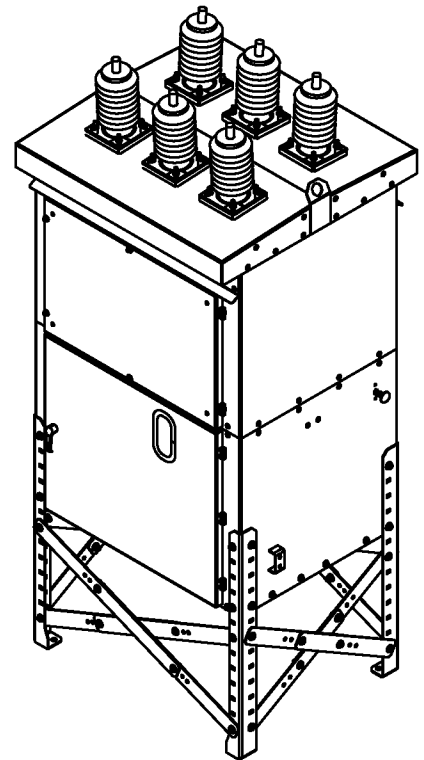
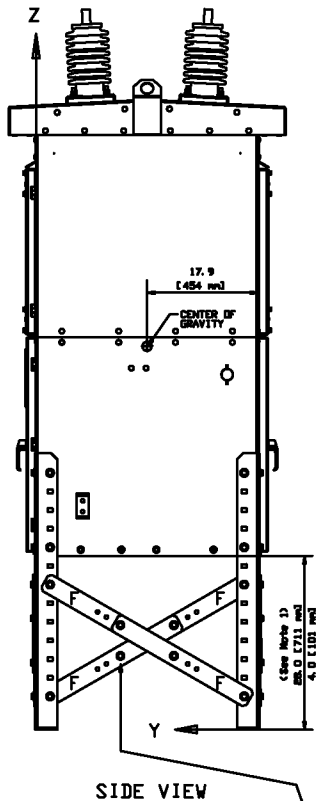
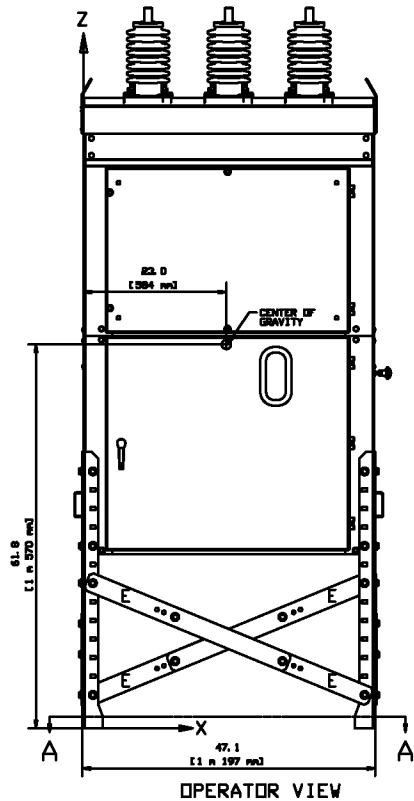


STAINLESS STEEL GROUND PAD WITH  
(2) 1/2-13-UNC HOLES ON 1.75"  
CENTERS TYP (2) PLACES DIAGONALLY  
OPPOSITE CORNERS

(NOTE 1)  
MAX 28.0 MIN 4.00  
[711.2] [101.6]



- NOTES
1. MIN TO MAX DIMENSIONS WILL CHANGE BY INCREMENTS OF 3 INCHES RELATIVE TO LEG ADJUSTMENT
  2. PAINT COLOR IS ANSI 61 GRAY
  3. REFER TO BUSHING DRAWING FOR STUD SIZE
  4. BREAKER WEIGHT: 1200A - 2519 LBS (1143 KG)  
2000A - 2629 LBS (1192 KG)
  5. DIMENSIONS SHOWN IN IN [MM]
  6. PADLOCKING PROVISIONS PROVIDED ON ALL COMPARTMENT SWINGING DOORS



TYPICAL

Item	PART No.	Qty	DESCRIPTION
A	00611315548	32	SCREW: 1/2"-13X1-1/2"
B	00631059108	32	NUT: HEX HEAVY 1/2"-13
C	00651007300	32	WASHER: STEEL, 562" ID
D	00655017036	32	LOCKWASHER: 1/2"
E	32404284007	8	SEISMIC BRACE (Front & Rear)
F	32404284008	8	SEISMIC BRACE (Sides)

- Notes:
1. Minimum and Maximum Dimensions shown. Height adjustable in increments of approximately 3 inches (76.2mm).
  2. Weight reflects Maximum Weight used in Seismic Analysis.
  3. Dimensions shown in INCHES (MILLIMETERS)

Condition:	Legs adjusted to max height (28 inch) and without X-braces installed	Legs adjusted to max height (28 inch) and with X-braces installed
Total Weight:	W= 2792 lbs	W= 2851 lbs
Maximum Deflection at top	dx = 0.16 inches dy = 0.07 inches	dx = 0.03 inches dy = 0.01 inches
Maximum Reaction: (Dead Load +/- Seismic)	Tz = 2,734 lbs (Up) Vx = 711 lbs (Shear) Vy = 699 lbs (Shear)	Tz = 2,748 lbs (Up) Vx = 731 lbs (Shear) Vy = 718 lbs (Shear)
Qualified By: V.E. Gundy & Associates, Inc.	IEEE-693-2005 IBC-2006, Ss=2.0, Ip=1.0 ASCE 7-05, 100 mph Wind REPORT No. 1018-118a-R1	IEEE-693-2005 IBC-2006, Ss=3.2, Ip=1.0 ASCE 7-05, 135 mph Wind REPORT No. 1018-118b

**SIEMENS**  
Siemens Energy, Inc.  
Siemens Energy Building  
10000 North Central Expressway  
Dallas, TX 75243

PRODUCT TYPE: SDV7  
SCALE: NTS  
DRAWN: [ ]  
APPROV: [ ]  
DOCUMENT NUMBER: SDV7 19KV 1200A & 2000A


PRELIMINARY: [ ]  
REVISED: [ ]  
CERTIFIED: [ ]

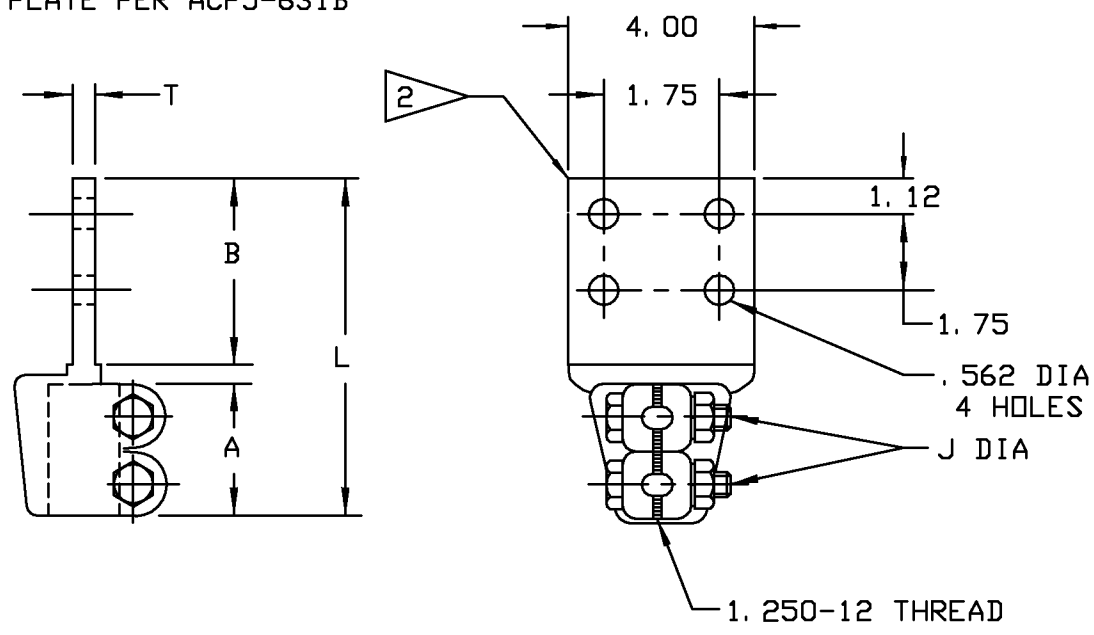
SIEMENS SALES ORDER: [ ]  
LINE ITEM: [ ]  
CUSTOMER PROJECT: [ ]  
GROUP: 19KV OUTDOOR VACUUM BREAKER  
CUSTOMER ORDER: [ ]

DOCUMENT NUMBER: SDV718-300000000-1000A02C

APPROVED VENDORS	CATALOG NO.	A	B	J	L	T	ALTERNATE
BURNDY	FD66D6W	1.75	4.00	.38	6.84	.38	
DELTA	PM58C12-1-412-E	1.50	4.50	.38	6.38	.38	
H.J. ENTERPRISES	BHDSF 40-005TP	2.38	4.25	.50	7.00	.38	

**NOTES:**


- DIM. SHOWN ARE VENDOR REF DIM.
-  ROUNDED OR SQUARED CORNERS, VENDOR'S OPTION.
- TIN PLATE PER ACP5-631B



SIEMENS SALES ORDER: LINE ITEM:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-***	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
CUSTOMER:	CUSTOMER PROJECT:	SCALE NTS	DOCUMENT NAME: STUD CONNECTOR, BRONZE, TIN PLATED 1.25 STUD TO 4 HOLE FLAT PAD SDV7-*** 27.6-25-1200
GROUP:	CUSTOMER ORDER:	DRAWN: APPRV:	
		DATE: DATE	QTY:

**STANDARD DRAWING**  
DO NOT DESTROY, CHANGE OR  
ADD MARK NO'S W/O APPROVAL  
OF DESIGN ENGINEERING.

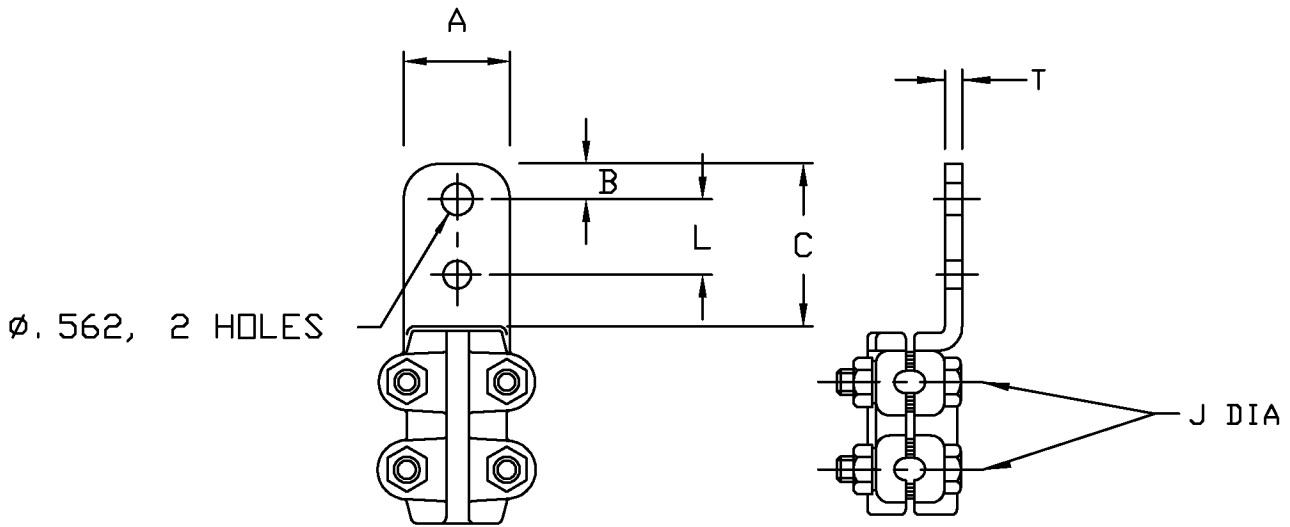
USED ON: SDV 2R: \* CAD GENERATED, DO NOT CHANGE MANUALLY.

01 BAAN SYNC RTG E:SDV-010207C 01/27/99		02 ADDED NEW VENDOR E:SDV-010418A RTG 01/12/01		03 REVISED APPROVED VENDORS LIST, DMJ 05/09/01		04 REVISED *USED DN* REFERENCE TO SDV. WAS SDV4. DKD 01/21/10		05 10/08/13			
MATERIAL MAKE FROM: 72-112-054-042				N-C 2 N		CURRENT DATE 3-8 10/08/2013		PART NUMBER 9-19 72-162-432-101		ISS 20-21 05	
TYPE 22 F	REP. 23 M	PART NAME 24-43 STUD CONNECTOR, BRONZE, TIN PLATED 1.25 STUD TO 4 HOLE FLAT PAD				N.M. 44-48	49-53	SCALE NTS	CHARACTERISTICS 	SHEET NO. 1 OF F	

APPROVED VENDORS	CATALOG NO.	A	B	C	J	L	T	ALTERNATE
BURNDY	NAH342NW	2.06	.62	3.00	.50	1.75	.25	
DELTA	HZRD19-2N-E	1.75	.62	3.25	.38	1.75	.38	
HJ	BSWL10-005TP	1.50	.62	3.00	.38	1.75	.38	

NOTES:

1. TERMINAL CONNECTOR, FLAT PAD WITH (2) TWO .562 DIA HOLES ON 1.75 CENTERS, #6 TO 800 MCM CABLE. DIM. SHOWN ARE VENDOR REF DIM.
2. BRONZE, TIN PLATED



SIEMENS SALES ORDER:	PRELIMINARY APPROVAL: CERTIFIED: X	PRODUCT TYPE SDV7-***	<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SCALE NTS	DOCUMENT NAME: TERMINAL CONNECTOR SDV7-*** 27.6-20-2000-RP
CUSTOMER:		DRAWN: DKD	
CUSTOMER PROJECT:		APPRV: DKD	
GROUP:		DATE: DATE	QTY:
CUSTOMER ORDER:			

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

USED ON: SDV

2R:

\* CAD GENERATED, DO NOT CHANGE MANUALLY.

02 REPLACED TITLE-BLOCK WITH STD. TITLEBLOCK. DLC		03 01/27/99		04 02/22/07 JF		05 02/09/09 DKD		06 01/22/10		07 10/08/13	
ADDED 'HJ' AS APPROVED VENDOR.		REVISED BORDER HJ ONLY APPROVED VENDOR		REVISED APPROVED VENDORS LIST. DMJ		REVISED 'USED ON' REFERENCE TO SDV. WAS SDV6. DKD					
<b>SIEMENS</b> Siemens Industry Inc. Raleigh, NC				1-PLACE DECIMAL ± 2-PLACE DECIMAL ± 3-PLACE DECIMAL ±		ANGULAR		SIMILAR TO			
DATA BASE 721/62438001				MACHINED SURFACE TEXTURE		DR BF CH BF APP WKM		BULLETIN 10 / 13			
N-C 2 C		CURRENT DATE 3-B 10/08/2013		PART NUMBER 9-19 72-162-438-001		ISS 20-21 07					
MATERIAL		N.M. 44-48		49-53		SCALE NTS		CHARACTERISTICS		SHEET NO. 1	
TYPE 22 D		REP. 23 P		PART NAME 24-43 TERMINAL CONNECTOR							

### General Terms / Exceptions / Notes

- All project quotations are firm for 30 days unless otherwise noted.
- Pricing does not include applicable sales tax
- Pricing based on shipping materials direct from manufacturer. Storage and local delivery services available at additional charge.
- Engineering study (AKA: Arc Flash Study, System Coordination Study) not included unless otherwise noted.
- No spares (fuses, circuit breakers, or other devices) included unless otherwise noted.
- Generator / ATS not included unless otherwise noted.
- Third party field testing, ground fault testing is not included unless otherwise noted.
- **Dimensional requirements are not considered unless otherwise noted. It is the buyer's responsibility to ensure all equipment will fit per the project requirements with proper clearances.**
- Codale will not be responsible for interpretation of NEC or any other applicable codes not explicitly noted on the plans and specifications. Any and all necessary revisions as a result of meeting said code requirements will be at an additional cost to the buyer.
- Any equipment designated to be selectively coordinated can only be deemed accurate as a result of an engineered and complete power system study. All costs associated with changes as a result of the final study will be the responsibility of the buyer.
- Surplus Equipment not included unless stated otherwise. If quoted, it will be provided as fully functional based on drawings and information received from the buyer. Best efforts will be made to ensure a fully functional product; we cannot guarantee the aesthetic properties unless explicitly requested.
- **All pricing is based on manufacturer's standard lead times at time of bid unless otherwise noted. It is the buyer's responsibility to advise Codale of project timelines. Actual ship dates can only be confirmed by the manufacturing facility after an order is placed and reviewed. Do not schedule any related work or rental equipment until firm estimates are provided by Codale. Codale cannot be held responsible for material delays.**
- Payment terms: Net 25 days unless otherwise noted.
- Other exceptions / notes may be included in bill of material. Please review carefully.

### CANCELLATION POLICY

An order may be cancelled by purchaser **only** upon prior written notice and payment of termination charges as described below. These include but are not limited to:

All costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by Codale and its suppliers attributable to the termination. In addition, a fixed sum of fifteen (15) percent of the final and total contract price to compensate for disruption in scheduling, planned production and other indirect costs.

#### Schedule of cancellation fees:

1. 20% after Receipt of Order
2. 50% after Submittal Drawings Issued to Customer for Approval or if Order has been engineered
3. 70% after Release to Order Major Material
4. 100% after Receipt of Major Material and Start of Fabrication

Invoiced cancellation charges will be due and payable Net 30 days from date of invoice. Purchaser shall pay, in addition to any overdue payments, a late charge equal to the lesser of 1 ½% per month or any part thereof or the highest applicable rate by law on all such overdue amounts plus **Codale's attorneys' fees and court costs** incurred in connection with collection.

### ESCALATION POLICY

A written Purchase Order must be received by Codale within 30 days of the date on the quote. The Purchase Order may be either Release for Manufacture or Hold for Approval Drawing Submittal.

When the order is Hold for Approval Drawing Submittal, the Approval Drawings must be returned to Codale with a Release for Manufacture within 60 days of the original P.O. date.

Should the Release for Manufacture arrive after the 60 days mentioned above, an escalation schedule may be applied as follows:

> 60 days = 5% total price escalation

> 90 days = 5% additional price escalation

>120 days = 5% additional price escalation

>150 days = 5% additional price escalation

>180 days = Order cancelled with charges to buyer limited to the costs incurred by NEDCO Supply plus a 20% cancellation fee.

Thank you for your continued support!

**SECTION 1100  
Drawing List**

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>
3533s-18-E-E50	SWITCHING DIAGRAM
3533s-18-E-E51	GENERAL ARRANGEMENT
3533s-18-E-E52	ELEVATIONS SECTIONS A & B
3533s-18-E-E53	ELEVATION SECTIONS C, D, E & F
3533s-18-E-E54	RELAYING ONE LINE DIAGRAM
3533s-18-E-E161	PCB PLATFORM - SP1

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF JUNE 11, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve contract CRCPDP-TR-24-01 between successful bidder, ESCI, Inc., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2757 for Energized Electric System Safety Training and Compliance in the amount of \$124,800.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background and Services to be provided**

The Commission owns and operates high-voltage transmission and distribution facilities in southern Nevada. The Commission employs a staff of managers, engineers, technicians, and electricians and desires to ensure these employees are trained in the hazards associated with the operation and maintenance of the energized electric system and on proper mitigation measures, procedures and tools.

Under the contract, ESCI Inc. (ESCI) will provide the Commission's Power Delivery Group (PDG) personnel complete safety and training program to ensure the employees are compliant with 29 CFR OSHA 1910.269 and 29 CFR's OSHA 1926 Subpart V.

ESCI will also provide Annual Safety Training that will include First Aid, CPR and Automated External Defibrillators (AEDs) training. Further, ESCI will provide monthly energized electric safety training covering a wide range of topics outlined in the Scope of Work that are pertinent to PDG's operations.

**B. Bid/Procurement Process**

On April 1, 2024, bid solicitation 69CRC-S2757 was posted in Nevada-EPro. Bid solicitations were sent to vendors registered with Nevada-EPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on May 23, 2024. Two bids were received through Nevada-EPro. The evaluation team recommended approval of the bid from ESCI, Inc.

Staff recommends the Commission approve the contract with ESCI, Inc. and authorize the Executive Director to sign it on behalf of the Commission.



CETS#
RFP#69CRC-S2757

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**  
A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Avenue, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Shae Pelkowski
Phone:	702-376-9997
Fax:	702-856-3617
Email:	<a href="mailto:spelkowski@crc.nv.gov">spelkowski@crc.nv.gov</a>

Contractor Name:	ESCI Inc.
Address:	PO Box 7210
City, State, Zip Code:	Mesa, AZ 86216
Contact:	Jennifer Kropp
Phone:	602-799-3084
Email:	<a href="mailto:Jennifer@esci.net">Jennifer@esci.net</a>

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

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

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

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

CETS#
RFP#69CRC-S2757

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Upon BOE Approval	To:	08/31/2028
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK AND COST SCHEDULE
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	RFP #69CRC-S2757
ATTACHMENT DD:	CONTRACTOR'S RESPONSE

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

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

Total Contract Not to Exceed:	\$124,800.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

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

CETS#
RFP#69CRC-S2757

**9. INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

**10. CONTRACT TERMINATION.**

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

CETS#
RFP#69CRC-S2757

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

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

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

- A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
  - 1) Final acceptance by the State of the completion of this Contract; or
  - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**B. General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.

CETS#
RFP#69CRC-S2757

- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) **Approved Insurer:** Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as “A-VII” or better.

C. **Evidence of Insurance.**

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

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

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

- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) **Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

CETS#
RFP#69CRC-S2757

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

CETS#
RFP#69CRC-S2757

- 25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
- 26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
- 27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
- 28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
- 29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
- 30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
- 31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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On:

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Date

On:

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Date

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General

**SCOPE OF WORK**

ESCI, Inc. proposes to provide Colorado River Commission (CRC) with ESCI's complete safety and training services program. This service meets and/or exceeds all training topics listed under Item 3 of the RFP 69CRC-S2757. ESCI's safety and training services will ensure all CRC employees are compliant with 29 CFR OSHA 1910.269 and 29 CFR OSHA 1926 Subpart V.

ESCI, Inc. will work with CRC's management to develop a yearly calendar of safety training topics, provided one day per month. ESCI, Inc. also offers unlimited consulting support.

ESCI Inc. proposal includes:

- Annual Safety Training
  - First aid/CPR/AED training
- Monthly energized electric safety training covering:
  - Overhead and UG EPZ grounding
  - FR Body Protection
  - Enclosed/Confined space vault and trench rescue
  - Emergency Action Plan
  - Fire Extinguisher
  - Heat Exposure
  - MAD and Second Point of Contact
  - Pole and Bucket Rescue
  - SDS Workers Right to Know
  - Fall Protection and climbing equipment inspection
  - Substation Inspection, maintenance & operation
  - Workplace Violence
  - Arc Flash 480 Awareness
  - Job Briefings/ PPE
  - Lock Out/Tag Out Radio Frequency
  - Miscellaneous safety equipment and materials
  - Additional safety training regarding high-voltage electrical topics requested by CRC management can be provided at an additional charge.

ESCI, Inc cannot provide funding for Commercial Driver's License (CDL) training. Regulations require only the employer or an individual to fund this training and certification.

**COST SCHEDULE**  
*Engineering Services*

Vendor Name: ESCI, Inc

Direct Labor – Job Titles	Daily Rate
Safety and Training Manager	\$2,600 per Day once a Month

\*Prevailing Wage applied to Land Surveying classifications.

ATTACHMENT BB  
INSURANCE SCHEDULE

**INSURANCE REQUIREMENTS:**

Consultant and sub-consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The State in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant 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.

- 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 State of Nevada, 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 Consultant".

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 State of Nevada, 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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

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 of Nevada.
- 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. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional negligence by Contractor in its performance of the Scope of Services of this contract.

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

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

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant'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 **Colorado River Commission of Nevada 555 E. Washington Ave, Suite 3100, Las Vegas, NV 89101**. 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant 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.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Colorado River Commission of Nevada 555 E. Washington Ave, Suite 3100, Las Vegas, NV 89101**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** All required sub-consultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

**Date**

**Title**



**STATE OF NEVADA**  
**Colorado River Commission of Nevada**  
**555 E. Washington Ave, Suite 3100 | Las Vegas, NV 89101**  
**Phone: 702-486-2670 | Fax: 702-486-2695**

**Solicitation: 69CRC-S2757**  
**For**  
**Energized Electric System Safety Training and Compliance**

**Release Date: 04/01/2024**  
**Deadline for Submission and Opening Date and Time: 05/23/2024 @ 2:00 pm**

**Shae Pelkowski, Power Facilities Manager**  
[spelkowski@crc.nv.gov](mailto:spelkowski@crc.nv.gov)

## TABLE OF CONTENTS

1.	APPLICABLE REGULATIONS GOVERNING PROCUREMENT .....	3
2.	PROJECT OVERVIEW .....	3
3.	SCOPE OF WORK .....	3
4.	ATTACHMENTS .....	5
5.	TIMELINE .....	5
6.	EVALUATION .....	6
7.	MANDATORY MINIMUM REQUIREMENTS .....	7
8.	CRITICAL ITEMS .....	7
9.	SUBMISSION CHECKLIST .....	9



## 1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1 All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm).
- 1.2 Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

## 2. PROJECT OVERVIEW

- 2.1 The Colorado River Commission of Nevada (CRCNV) is seeking proposals from qualified vendors to provide energized electric system safety training and compliance services.
- 2.2 The agency may award 1 or more contracts in conjunction with this RFP, as determined in the best interests of the State. The CRCNV shall administer contract(s) resulting from this RFP. The resulting contract(s) shall be for an initial contract term of 4 years, anticipated to begin August 1, 2024, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State.

### 2.3 AGENCY BACKGROUND

- 2.3.1 The Colorado River Commission of Nevada receives and holds in trust water and hydropower allocations from the Colorado River for the benefit of the State of Nevada. The agency's Power Delivery Project provides the electric infrastructure for power delivery to Southern Nevada Water Authority and Clark County Water Reclamation.

### 2.4 GOALS AND OBJECTIVES

- 2.4.1 The Colorado River Commission of Nevada (CRCNV) owns and operates high-voltage transmission and distribution facilities in southern Nevada. The CRCNV employs a staff of managers, engineers, technicians and electricians and desires to ensure these employees are trained in the hazards associated with the operation and maintenance of the energized electric system and on proper mitigation measures, procedures and tools. The CRCNV is seeking proposals for energized electric system safety training and compliance services that meet the requirements established by OSHA 29 CFR 1910. Proposals are sought from qualified contractors that have an established record of providing safety and wellness training, switchman certification, and commercial driver's license instruction programs.

## 3. SCOPE OF WORK

### 3.1 Annual Safety and Wellness Training

- 3.1.1 The services to be performed by the Vendor consist of the preparation of an annual safety and wellness training program that will provide monthly training seminars at the Commission's facilities and meet the requirements of OSHA 29 CFR 1910. Mandatory annual training shall include:

3.1.1.1 First Aid—the training shall be an approved program by the American Red Cross.

3.1.1.2 Annual hearing tests as required by OSHA.

### 3.2 Energized Electric Safety training seminars:

Must include the following topics:

3.2.1 Equipotential grounding

3.2.2 Underground system grounding

3.2.3 Electrical safety as required by OSHA 29 CFR 1910

3.2.4 Fire retardant clothing use and care

3.2.5 Hot stick use and care

3.2.6 Confined space entry

3.2.7 Chlorine gas respirator use and care

3.2.8 Rubber glove use and care

3.2.9 Hazardous material communication

3.2.10 Optional topics directly applicable to the safety, health and wellness of individuals engaged in the operation and maintenance of a high-voltage electric system as directed by the Commission.

### **3.3 Switchman Certification Program**

3.3.1 The Vendor shall develop and provide a switchman certification program once each year during the term of the contract.

3.3.1.1 The program shall ensure all of the Commission's personnel involved in switching are properly trained on switching procedures and methods.

3.3.1.2 The certification program shall include classroom instruction, field switching practice, and a written exam.

3.3.1.3 The Vendor shall maintain and provide records including dates of last certification.

### **3.4 Commercial Driver License Training and Annual Compliance Activities**

3.4.1 When requested by the Commission, the Vendor shall arrange and provide for commercial driver license training and annual compliance activities. The Vendor shall undertake the following activities:

3.4.1.1 Purchase and deliver to the Commission six copies of the most current "Nevada CDL Course"

3.4.1.2 Enroll and pay all tuition and program costs for six of the Commission's employees to attend behind-the-wheel training program.

3.4.1.3 Arrange for, and pay, all costs for six of the Commission's employees to receive a physical examination meeting the Department of Motor Vehicles (DMV) requirements.

3.4.1.4 Provide all application and declaration forms to be completed by the Commission's employees in order to receive a Commercial Driver License from the DMV.

### **3.5 Miscellaneous Safety Equipment and Materials**

3.5.1 The Vendor shall arrange for, and provide, miscellaneous safety equipment and materials at the request of the Commission. Purchases shall be limited to no more than \$10,000.00 in a calendar year.

3.5.1.1 Total cost for safety equipment and materials to be listed on Item #8 within NevadaEPro.com on the Items tab.

3.5.1.2 Clearly specify the nature of all expenses anticipated by listing here a summary of anticipated equipment and materials.

### **3.6 Vendor Qualifications**

3.6.1 Must have 10 or more years of electric safety training experience.

3.6.2 Must employ safety professionals who are Certified Utility Safety Professionals (CUSP)

3.6.3 Must be members in good standing of two or more of the following organizations:

- 3.6.3.1 American Society for Testing and Materials (ASTM)
- 3.6.3.2 American Society of Safety Engineers (ASSE)
- 3.6.3.3 Institute of Electrical and Electronic Engineers (IEEE)
- 3.6.3.4 National Electric Safety Code (NESC)
- 3.6.3.5 National Safety Council

#### 4. ATTACHMENTS

4.1 ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 4.1.1 Terms and Conditions for Services  
[4.1.1 Terms and Conditions for Services.pdf](#)

4.2 ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

- 4.2.1 Contract Form  
[Contract No. CRCPDP TR-24-01.docx](#)
- 4.2.2 Insurance Schedule  
[4.2.2 Insurance Schedule.pdf](#)

4.3 PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

- 4.3.1 Cost Schedule  
[4.3.1 Cost Schedule.pdf](#)
- 4.3.2 Proposed Staff Resume  
[4.3.2 Proposed Staff Resume.pdf](#)
- 4.3.3 Reference Questionnaire  
[4.3.3 Reference Questionnaire.pdf](#)

4.3.4 Attachments for Signature

- A. Vendor Information Response
- B. Vendor Certifications
- C. Certification Regarding Lobbying
- D. Confidentiality and Certification of Indemnification
- [4.3.4-A Vendor Information Response.pdf](#)
- [4.3.4-B Vendor Certifications.pdf](#)
- [4.3.4-C Certification Regarding Lobbying.pdf](#)
- [4.3.4-D Confidentiality and Certification of Indemnification.pdf](#)

#### 5. TIMELINE

5.1 QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

5.2 TIMELINE. The following represents the proposed timeline for this project.

- 5.2.1 All times stated are Pacific Time (PT).
- 5.2.2 These dates represent a tentative schedule of events.
- 5.2.3 The State reserves the right to modify these dates at any time.

- A. Deadline for Questions .....No later than 2:00 pm on 04/12/2024
- B. Answers Posted..... On or about 04/19/2024
- C. Deadline for References.....No later than 5:00 pm on 04/19/2024
- D. Deadline Proposal Submission and Opening.....No later than 2:00 pm on 05/13/2024
- E. Evaluation Period (estimated)..... 05/07/2024 – 05/28/2024
- F. Selection of a Vendor (estimated)..... On or about 05/28/2024
- G. BOE Approval (estimated) ..... 08/13/2024
- H. Contract start date (estimated)..... 09/01/2024

**6. EVALUATION**

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

- 6.1.1 Proposals shall be kept confidential until a contract is awarded.
- 6.1.2 In the event the solicitation is withdrawn prior to award, proposals remain confidential.
- 6.1.3 The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
- 6.1.4 Financial stability shall be scored on a pass/fail basis.
- 6.1.5 Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

Criteria Description	Weight
Demonstrated Competence	25%
Experience in performance of comparable engagements	25%
Expertise and availability of key personnel	25%
Conformance with the terms of this RFP	15%
Cost	10%

6.1.6. Cost proposals will be evaluated based on the following formula.

$$\frac{\text{Lowest Cost Submitted by a Vendor}}{\text{Proposers Total Cost}} = \text{Price Factor}$$

$$\text{Price Factor X Weight} = \text{Cost Criteria Score}$$

**6.2 NEVADA-BASED BUSINESS PREFERENCE**

- 6.2.1 The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
- 6.2.2 Nevada-based business is defined in NRS 333.3352(1).
- 6.2.3 The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.
- 6.2.4 To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5 This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

**6.3 INVERSE PREFERENCE**

- 6.3.1 The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81<sup>st</sup> session of the Nevada Legislature.
- 6.3.2 The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3 Vendors who meet this criterion must indicated it on their submitted Quote in NevadaEPro.
- 6.3.4 This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

## 7. MANDATORY MINIMUM REQUIREMENTS

- 7.1 Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2 NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3 NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4 INDEMNIFICATION. Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5 LIMITED LIABILITY. Required contract terms on Limited Liability: "The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."
- 7.6 CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7 DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8 STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9 NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10 DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

## 8. CRITICAL ITEMS

- 8.1 In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2 CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

### 8.3 INSURANCE SCHEDULE

- 8.3.1 The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.
- 8.3.2 Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
- 8.3.3 Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 8.3.4 Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

### 8.4 VENDOR BACKGROUND

- 8.4.1 Company background/history and why vendor is qualified to provide the services described in this solicitation.
- 8.4.2 Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

### 8.5 VENDOR STAFF RESUMES

- 8.5.1 A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
- 8.5.2 A resume shall also be included for any proposed key subcontractor personnel.

### 8.6 SUBCONTRACTORS

- 8.6.1 Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 8.6.2 Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 8.6.3 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.6.4 Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
  - A. How the work of any subcontractor(s) shall be supervised
  - B. How channels of communication shall be maintained
  - C. How compliance with contracts terms and conditions will be assured
  - D. Previous experience with subcontractor(s)

### 8.7 VENDOR FINANCIAL INFORMATION

- 8.7.1 The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.7.2 This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
- 8.7.3 Proposing vendor shall provide the following financial information and documentation:
  - A. Dun and Bradstreet Number
  - B. Federal Tax Identification Number
  - C. The last two (2) full years and current year interim:
    - 1. Profit and Loss Statements
    - 2. Balance Statements

## 8.8 BUSINESS REFERENCES

- 8.8.1 The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2 Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3 The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4 Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5 Business references will not be accepted directly from proposing vendor.
- 8.8.6 The State will not disclose submitted references, but will confirm if a reference has been received.
- 8.8.7 The State reserves the right to contact references during evaluation.

## 9. SUBMISSION CHECKLIST

- 9.1 This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
  - 9.1.1 Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
  - 9.1.2 Vendors are encouraged to submit a single file attachment per proposal section if possible.
  - 9.1.3 Technical proposal information and Cost proposal information shall not be included in the same attachment.
  - 9.1.4 Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
  - 9.1.5 Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 9.2 TECHNICAL PROPOSAL
  - A. Title Page
  - B. Table of Contents
  - C. Response to Mandatory Minimum Requirements
  - D. Response to Critical Items
  - E. Response to Scope of Work
  - F. Proposed Staff Resumes
  - G. Other Informational Material
- 9.3 PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.
  - A. Title Page
  - B. Table of Contents
  - C. Trade Secret information, cross referenced to the technical proposal
- 9.4 COST PROPOSAL
- 9.5 VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.
- 9.6 SIGNED ATTACHMENTS
  - A. Vendor Information Response
  - B. Vendor Certifications
  - C. Confidentiality and Certification of Indemnification
  - D. Certification Regarding Lobbying
- 9.7 OTHER ATTACHMENTS. If necessary, not recommended.
- 9.8 REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

*The information contained in this attachment is part of the solicitation and does not need to be returned with a vendor proposal.*

**1. PROCUREMENT**

**1.1. AUTHORITY**

- 1.1.1. This procurement is conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 1.1.2. Any contract(s) awarded from this solicitation is a “state purchasing contract.”
- 1.1.3. As used herein, “the State” refers to the Executive Department of the State Government of Nevada as the soliciting and awarding entity. Where a solicitation is on behalf of additional users or agencies and/or part of a cooperative solicitation, the term collectively includes those entities as well.

**1.2. SINGLE POINT OF CONTACT**

- 1.2.1. The single point of contact for this solicitation is identified on page 1.
- 1.2.2. Upon issuance of the solicitation, other employees and representatives of the agencies identified in the solicitation shall not answer questions or otherwise discuss the contents of the solicitation and/or attachments with any prospective vendors or their representatives.
- 1.2.3. Vendors and/or their representatives shall only contact the single point of contract regarding this solicitation until after a notice of award (NOA) has been issued.
- 1.2.4. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.2.5. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**1.3. WRITTEN QUESTIONS AND ANSWERS**

- 1.3.1. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in <https://NevadaEPro.com> by the deadline listed in the solicitation timeline.
- 1.3.2. If questions and answers require a material change to the solicitation, an amendment will be posted in NevadaEPro, and vendors should receive email notification.
- 1.3.3. To access the Bid Q&A.
  - A. Log into ‘Seller’ account on NevadaEPro.
  - B. Click the ‘Bids’ tab in the header.
  - C. Click ‘View’ under ‘Bid Q&A’ on the appropriate bid in the ‘Open Bids’ section.

**1.4. SOLICITATION**

- 1.4.1. Proposals shall be presented in a format that corresponds to and references sections outlined in a solicitation and shall be presented in the order requested for ease of evaluation.
- 1.4.2. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy requirements of a solicitation.
- 1.4.3. If a vendor changes any material language, proposal may be deemed non-responsive per NRS 333.311.
- 1.4.4. The State reserves the right to reject any or all proposals received prior to contract award.
- 1.4.5. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 1.4.6. The State reserves the right to alter, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 1.4.7. Proposals may be modified or withdrawn prior to opening. Withdrawals received after opening shall not be considered except as authorized by NRS 333.350(3).
- 1.4.8. Submitted proposals become property of the State, selection or rejection does not affect this right.
- 1.4.9. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend complexity and risk of the project, may be rejected.
- 1.4.10. The State is not liable for any costs incurred by vendors prior to entering a formal contract.
- 1.4.11. Costs of developing a proposal or any other such expenses incurred by a vendor in responding to a solicitation, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 1.4.12. Any person who believes a solicitation contains irregularities, a lack of clarity, unnecessarily restrictive specifications, or unnecessary limits to competition shall notify the single point of contact, in writing, as soon as possible, so that corrective addenda may be furnished in a timely manner to all vendors if appropriate.



STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

- 1.4.13. The State reserves the right to waive informalities and minor irregularities in proposals received.
- 1.4.14. The State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State after all factors have been evaluated.
- 1.4.15. The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 1.4.16. The State reserves the right to reject any proposal based upon vendor prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 1.4.17. Clarification discussions may, at State sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive.
- 1.4.18. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.
- 1.4.19. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 1.4.20. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 1.4.21. Any modifications made to a proposal during negotiations shall be included as part of the contract.
- 1.4.22. Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281, and NRS Chapter 284.
- 1.4.23. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
  - A. NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates.
  - B. NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates.
  - C. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation.
- 1.4.24. Prices offered by a vendor in a proposal are an irrevocable offer for the term of the contract and any contract extensions.
- 1.4.25. Vendor agrees to provide purchased services at costs, rates and fees as set forth in a proposal submitted in response to a solicitation. No other costs, rates or fees shall be payable to awarded vendor for implementation of proposal.
- 1.4.26. Vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes to function properly on vendor system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show proposed alternative. An acceptable alternative is one the State considers satisfactory in meeting requirements of a solicitation. The State, at its sole discretion, shall determine if a proposed alternative meets the intent of an original solicitation requirement.
- 1.5. MATERIAL MISREPRESENTATION. Vendor understands and acknowledges that representations made in its proposal are material and important and shall be relied on by the State in evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 1.6. PROPRIETARY INFORMATION/TRADE SECRETS
  - 1.6.1. As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
  - 1.6.2. If complete responses cannot be provided without referencing proprietary information, such information shall be provided in a separate attachment, cross-referenced to public attachments. Only proprietary information as defined in NRS 333.020(5) can be confidential.
  - 1.6.3. Specific references made to a section, page, and paragraph where proprietary information can be located shall be identified on *Confidentiality and Certification of Indemnification*.
  - 1.6.4. Vendors are required to submit written documentation in accordance with *Confidentiality and Certification of Indemnification* justifying confidential status.
  - 1.6.5. Not conforming to these requirements makes a proposal non-compliant and it may be rejected by the State.
- 1.7. ONLINE BIDDING
  - 1.7.1. Pursuant to NRS 333.313, NevadaEPro, located at <https://NevadaEPro.com>, is the State online bidding system.
  - 1.7.2. All official communication will be through NevadaEPro.
  - 1.7.3. Vendors should check NevadaEPro frequently for matters affecting a solicitation prior to submitting a quote or proposal.

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

- 1.7.4. Failure to periodically check for updates does not release a vendor from requirements or information posted.
- 1.7.5. Failure to flag quote attachments as confidential in NevadaEPro that contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

1.8. ELECTRONIC QUOTE

- 1.8.1. Vendors shall submit quotes or proposals by using 'Create Quote' via NevadaEPro, the State electronic procurement website, located at <https://NevadaEPro.com>.
- 1.8.2. Refer to *Quote Instructions* attachment in NevadaEPro for instructions on how to submit a Quote.
- 1.8.3. Vendors shall provide pricing directly in NevadaEPro, or select 'See Quote Attachments' as appropriate.
- 1.8.4. Quotes or proposals shall be submitted before the date and time specified on bid in NevadaEPro.
- 1.8.5. Vendors may submit their quote or proposal any time prior to the deadline stated in NevadaEPro.
- 1.8.6. If dates/times specified in a document and dates/times specified in NevadaEPro conflict, dates/times in NevadaEPro shall prevail.
- 1.8.7. Quotes or proposals submitted as physical copies, email, or any submission method except NevadaEPro shall not be considered.
- 1.8.8. Vendor quote or proposal documents shall be uploaded as attachments to NevadaEPro quote.
- 1.8.9. Only quotes or proposals submitted through NevadaEPro will be considered for award.
- 1.8.10. Quotes improperly submitted as 'No Bid' in NevadaEPro may not be received by the State or considered for award.
- 1.8.11. Quotes or proposals that are not submitted by the opening date and time shall not be accepted.

**2. AWARD**

2.1. NOTICE OF INTENT TO AWARD

- 2.1.1. A letter of intent (LOI) shall be issued in accordance with NAC 333.170 notifying proposing vendors of the intent to award a contract to an identified vendor, pending successful negotiations.
- 2.1.2. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached.
- 2.1.3. All information remains confidential until the issuance of the formal notice of award (NOA).
- 2.1.4. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposing vendors may negotiate a contract with the next highest scoring vendor or withdraw the solicitation.

2.2. NOTICE OF AWARD

- 2.2.1. A notice of award (NOA) shall be issued in accordance with NAC 333.170.
- 2.2.2. Proposing vendors shall be notified via NevadaEPro a contract has been successfully negotiated.
- 2.2.3. Award is contingent upon the successful negotiation of final contract terms.
- 2.2.4. Any non-confidential information becomes available upon written request, and most is available in NevadaEPro.
- 2.2.5. Pursuant to NRS 333.370, the period in which a person who made an unsuccessful proposal may file a notice of appeal commences.
- 2.2.6. Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

2.3. CONTRACT EXECUTION

- 2.3.1. If required pursuant to NRS 333.700, contracts shall not be effective unless and until approved by the Nevada State Board of Examiners (BOE).
- 2.3.2. The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170.
- 2.3.3. The contract between the parties shall consist of the solicitation together with any modifications thereto, and the awarded vendor proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence.

- A. Final executed contract
- B. Modifications and clarifications
- C. Solicitation and amendments
- D. Awarded vendor proposal

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

2.3.4. Specific exceptions to this general rule may be noted in a solicitation or final executed contract.

### 3. CONTRACT

#### 3.1. THIRD PARTY BENEFICIARIES

- 3.1.1. Using agencies as defined in NRS 333.020(10) and other public entities as defined in NRS 333.469 and 333.470 are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.
- 3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to cooperative contracting laws in their respective state or jurisdiction.
- 3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

#### 3.2. ADMINISTRATIVE FEE

- 3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division pursuant to NRS 333.450.
- 3.2.2. This fee may be assessed over the time of the contract period.
- 3.2.3. Vendors will be provided 30 days written notice before fees are assessed.
- 3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

#### 3.3. AWARD OF RELATED CONTRACTS

- 3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.
- 3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 3.3.3. All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

#### 3.4. DISCRIMINATION

- 3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for award.
- 3.4.2. Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
- 3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

#### 3.5. PROTECTION OF SENSITIVE INFORMATION

- 3.5.1. Confidential personal data shall be encrypted.
- 3.5.2. Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
- 3.5.3. Sensitive data shall be encrypted in all newly developed applications.

3.6. STATE OWNED PROPERTY. Contractor shall be responsible for proper custody and care of any State-owned property furnished by the State for use in connection with performance of a contract and shall reimburse the State for any loss or damage.

#### 3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK

- 3.7.1. It is expressly understood and agreed all work done by Contractor shall be subject to inspection and acceptance by the State.

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

- 3.7.2. Progress inspections and approval by the State shall not forfeit the right to require correction of faulty workmanship or material at any time during work and warranty periods.
- 3.7.3. Nothing contained herein shall relieve Contractor of responsibility for proper installation and maintenance of work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 3.7.4. Prior to completion of all work, Contractor shall remove from premises all equipment and materials belonging to Contractor.
- 3.7.5. Upon completion of the work, Contractor shall leave site in a clean and neat condition satisfactory to the State.

3.8. **RIGHT TO PUBLISH**

- 3.8.1. All requests for publication or release of any information pertaining to a solicitation and any subsequent contract shall be in writing and sent to the head of the using agency or designee.
- 3.8.2. No announcement concerning award of a contract due to a solicitation can be made without prior written approval of the head of the using agency or designee.
- 3.8.3. As a result of selection of a vendor to supply requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.
- 3.8.4. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with specific advance written authorization of the head of the using agency or designee.
- 3.8.5. Throughout the term of the contract, Contractor shall secure the written approval prior to the release of any information pertaining to work or activities covered by the contract.

3.9. **TRAVEL**

- 3.9.1. If part of the contract, will follow processes below.
- 3.9.2. All travel shall be approved in writing in advance by the State.
- 3.9.3. Requests for reimbursement of travel expenses shall be submitted on the State claim for travel expense form with original receipts for all expenses.
- 3.9.4. Travel expense form, with original signatures, shall be submitted with Contractor invoice.
- 3.9.5. Contractor shall be reimbursed travel expenses and per diem at rates allowed for State employees at time travel occurs.
- 3.9.6. State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by Contractor for a rental vehicle.

**4. FEDERAL LAWS AND AUTHORITIES**

- 4.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

4.2. **COMPLIANCE**

- 4.2.1. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
- 4.2.2. Archeological and Historic Preservation Act of 1974, PL 93-291
- 4.2.3. Clean Air Act, 42 U.S.C. 7506(c)
- 4.2.4. Endangered Species Act 16 U.S.C. 1531, ET seq.
- 4.2.5. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 4.2.6. Executive Order 11988, Floodplain Management
- 4.2.7. Executive Order 11990, Protection of Wetlands
- 4.2.8. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- 4.2.9. Fish and Wildlife Coordination Act, PL 85-624, as amended.
- 4.2.10. National Historic Preservation Act of 1966, PL 89-665, as amended.
- 4.2.11. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
- 4.2.12. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
- 4.2.13. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts,

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

Grants or Loans

- 4.2.14. Age Discrimination Act, PL 94-135
- 4.2.15. Civil Rights Act of 1964, PL 88-352
- 4.2.16. Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- 4.2.17. Executive Order 11246, Equal Employment Opportunity
- 4.2.18. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- 4.2.19. Rehabilitation Act of 1973, PL 93, 112
- 4.2.20. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- 4.2.21. Executive Order 12549 – Debarment and Suspension
- 4.2.22. Davis-Bacon Act 40 U.S.C. 3141-3148
- 4.2.23. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- 4.2.24. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
- 4.2.25. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 4.2.26. Americans With Disabilities Act of 1990, PL 101-336
- 4.2.27. Health Insurance Portability and Accountability Act of 1996, PL 104-191
- 4.2.28. Equal Pay Act of 1963, PL 88-38
- 4.2.29. Genetic Information Nondiscrimination Act, PL 110-233

**5. FINANCIAL**

- 5.1. TAX EXEMPT. The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

5.2. BILLING

- 5.2.1. The State does not issue payment prior to receipt of goods or services.
- 5.2.2. Contractor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3. Timeliness of Billing. The State is on a fiscal year calendar, running July 1 through June 30. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August and processed as a stale claim pursuant to NRS 353.097, shall subject Contractor to an administrative fee not to exceed \$100.00. This is the estimate of additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim payment due Contractor.

5.3. PAYMENT

- 5.3.1. Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.3.2. Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment, and services electronically, unless determined by the State Controller that electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 5.3.3. Procurement Card Program. Program is issued through a major financial institution and treated like any other major credit card. Using agencies may desire to use card as a method of payment. No additional charges or fees shall be imposed for using card. Please indicate in *Vendor Information Response* if willing to accept this method of payment.

ATTACHMENT BB  
INSURANCE SCHEDULE

**INSURANCE REQUIREMENTS:**

Consultant and sub-consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The State in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant 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.

- 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 State of Nevada, 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 Consultant".

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 State of Nevada, 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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

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 of Nevada.
- 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. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional negligence by Contractor in its performance of the Scope of Services of this contract.

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

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

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant'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 **Colorado River Commission of Nevada 555 E. Washington Ave, Suite 3100, Las Vegas, NV 89101**. 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant 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.

All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Colorado River Commission of Nevada 555 E. Washington Ave, Suite 3100, Las Vegas, NV 89101**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** All required sub-consultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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Independent Contractor's Signature

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Date

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Title

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Signature – State of Nevada

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Date

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Title



**COST SCHEDULE**  
*Engineering Services*

Vendor Name: \_\_\_\_\_

Direct Labor – Job Titles	Hourly Rate

\*Prevailing Wage applied to Land Surveying classifications.

PROPOSED STAFF RESUME

*A resume must be completed for all key proposed prime contractor staff and proposed subcontractor staff.*

Name of Company Submitting Proposal:			
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:		Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:		Key Personnel: (Yes or No)	
Individual's Title:			
Years in Classification:		Years with Firm:	
<b>BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE</b> <i>Information shall include a summary of the proposed individual's professional experience.</i>			
<b>RELEVANT EXPERIENCE</b> <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
<b>EDUCATION</b> <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
<b>CERTIFICATIONS</b> <i>Information required shall include type of certification and date completed/received.</i>			

REFERENCES	
A minimum of three (3) references are required.	
Reference #1:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #2:	
Name:	
Title:	
Phone Number:	
Email Address:	
Reference #3:	
Name:	
Title:	
Phone Number:	
Email Address:	

REFERENCE QUESTIONNAIRE

**1. BUSINESS REFERENCE INSTRUCTIONS**

- 1.1. As part of a Request for Proposals (RFP) the State of Nevada is requesting Proposing Vendors submit references from current and/or former customers for projects of similar size and scope.
  - 1.1.1. This Reference Questionnaire is to provide a business reference for the company (Proposing Vendor) in *Section 2*.
  - 1.1.2. Once you have completed the Reference Questionnaire please submitted to the email address in *Section 2*.
  - 1.1.3. Please reference the RFP Number in *Section 2* in the email subject line.
  - 1.1.4. The completed Reference Questionnaire must be received no later than the due date in *Section 2*.
  - 1.1.5. **Do not return the Reference Questionnaire to the Proposing Vendor.**
- 1.2. In addition to the Reference Questionnaire, the State may contact references by phone for further clarification.
- 1.3. The State requests all questions be answered.
  - 1.3.1. If an answer is not known, please answer as ‘U/K’.
  - 1.3.2. If the question is not applicable, please answer as ‘N/A’.
  - 1.3.3. If additional space is needed to answer a question or provide a comment, please attach additional pages.
  - 1.3.4. If attaching additional pages, please place your company/organization name on each page and reference the appropriate RFP number.
- 1.4. Completed Reference Questionnaires are designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and not public information pursuant to NRS 333.333.

**2. PROPOSING VENDOR TO COMPLETE**

RFP NUMBER	DUE DATE
STATE SINGLE POINT OF CONTACT EMAIL ADDRESS	
NAME OF PROPOSING VENDOR	
IF APPLICABLE, NAME OF SUBCONTRACTOR FOR PROPOSING VENDOR	

**3. COMPANY PROVIDING REFERENCE**

CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	
Contact Name:	
Title:	
Contact Telephone:	
Contact Email Address:	

## REFERENCE QUESTIONNAIRE

**4. RATING SCALE FOR RESPONSE TO QUESTIONS**

- 4.1. Where a rating is requested and using the Rating Scale provided below, rate the questions in *Section 5, Questions* by noting the appropriate number for each item.
- 4.2. Please provide any additional comments you feel would be helpful to the State regarding this vendor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

**5. QUESTIONS**

QUESTION	COMMENT	RATING
In what capacity have you worked with this vendor in the past?		N/A
Rate the vendor's knowledge and expertise.		
Rate the vendor's flexibility relative to changes in the project scope and timelines.		
Rate your level of satisfaction with soft and/or hard copy materials produced by the vendor.		
Rate the dynamics/interaction between the vendor and your staff.		
Rate your satisfaction with the products developed by the vendor.		
Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor.)		

## REFERENCE QUESTIONNAIRE

QUESTION	COMMENT	RATING
Rate the overall customer service and timeliness in responding to customer service inquiries, issues, and resolutions.		
Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.		
Rate the accuracy and timeliness of the vendors billing and/or invoices.		
Rate the vendor's ability to quickly, and thoroughly resolve a problem related to the services provided.		
Rate the vendor's flexibility in meeting business requirements.		
Did the vendor have a local office and/or contact. If so, how satisfied were you with their response time and customer service.		
Rate the likelihood of your company/organization recommending this vendor to others in the future.		
With which aspect(s) of this vendor's services are you most satisfied?		N/A
Would you recommend this vendor to your organization again?		N/A

**6. GENERAL INFORMATION****6.1. DATES OF SERVICES PROVIDED**

6.1.1. During what period did the vendor provide these services for your organization?

6.1.2. Include both the month and the year in the table below:

From:	
To:	

## VENDOR INFORMATION RESPONSE

*Vendors shall complete and return this form in their proposal.*

*If the proposal includes subcontractors, form must be completed for each subcontractor as well.*

**1. VENDOR CONTACT INFORMATION****1.1 COMPANY NAME AND CONTACT INFORMATION:**

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	
Company Street Address:	
City, State, Zip Code:	
Telephone Number, including area code:	
Toll Free Number, including area code:	
Email Address:	

**1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS**

Requested Information	Response
Name:	
Title:	
Address:	
City, State, Zip Code:	
Email Address:	
Telephone Number, including area code:	
Toll Free Number, including area code:	

## VENDOR INFORMATION RESPONSE

**2. VENDOR INFORMATION**

**2.1** Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	
Ownership (sole proprietor, partnership, etc.):	
State of Incorporation:	
Date of Incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

**2.2 VENDOR LICENSING**

**2.2.1** **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

**2.2.2** The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response				
Nevada Business License Number:					
Legal Entity Name:					
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	<table border="1"> <tr> <td>Yes</td> <td><input type="radio"/></td> <td>No</td> <td><input type="radio"/></td> </tr> </table>	Yes	<input type="radio"/>	No	<input type="radio"/>
Yes	<input type="radio"/>	No	<input type="radio"/>		
If the answer is 'No', provide explanation below:					



VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	<input type="radio"/>	No	<input type="radio"/>

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	
State Agency Contact Name:	
Dates Services Were Performed:	
Type of Duties Performed:	
Total Dollar Value of the Contract:	

2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	<input type="radio"/>	No	<input type="radio"/>
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	<input type="radio"/>	No	<input type="radio"/>

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

## VENDOR INFORMATION RESPONSE

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	<b>Court</b>	<b>Case Number</b>
Status of the litigation:		

**3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD**

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD			
Question	Response		
Please indicate if you will accept this method of payment?	Yes	<input type="radio"/>	No <input type="radio"/>

**4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION**

Requested Information	Response
Name:	
Title:	

**4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR**

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	
Date:	

## VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Company Name:	
Print Name:	
Signature:	
Date:	

## CERTIFICATION REGARDING LOBBYING

4.3.4\_C

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:	
Project Title:	
Print Name of Official Authorized to Sign Application:	
Signature of Official Authorized to Sign Application:	
Date:	

**CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION**

Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

Proprietary Information		Yes	<input type="radio"/>	No	<input type="radio"/>
<b>Justification for Confidential Status:</b>					
<b>Company Name:</b>					
<b>Signature:</b>					
<b>Print Name:</b>					
<b>Date:</b>					



**May 13, 2024**

**Colorado River Commission  
555 E Washington Ave 3100  
Colorado River Commission  
State of Nevada  
Las Vegas, NV 89101**

**Bid 69CRC-S2757**

**TABLE OF CONTENTS**

**Insurance Schedule**  
**Scope of Work**  
**Cost Schedule**  
**Proposed Staff Resume**  
**Reference Questionnaire**  
**Vendor Information Response**  
**Vendor Certifications**  
**Certification Regarding Lobbying**  
**Confidential and Certification of Indemnification**

**ATTACHMENT BB  
INSURANCE SCHEDULE**

**INSURANCE REQUIREMENTS:**

Consultant and sub-consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub-consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The State in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE** - Consultant 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.

- 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 State of Nevada, 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 Consultant".

**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 State of Nevada, 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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

**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 of Nevada.
- 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. **Professional Liability (Errors and Omissions Liability)**  
The policy shall cover professional negligence by Contractor in its performance of the Scope of Services of this contract.
- |                  |             |
|------------------|-------------|
| Each Claim       | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |
- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Nevada.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On Insurance policies where the State of Nevada is named as an additional insured, the State shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
  2. The Consultant'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 Colorado River Commission of Nevada 555 E. Washington Ave, Suite 3100, Las Vegas, NV 89101. 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 Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant 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.
- All certificates and any required endorsements are to be received and approved by the State before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to Colorado River Commission of Nevada 555 E. Washington Ave, Suite 3100, Las Vegas, NV 89101. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONSULTANTS:** All required sub-consultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

<u>Jennifer Krapp</u>	<u>5/13/2024</u>	<u>Vice President - CFO</u>
Independent Contractor's Signature	Date	Title

_____	_____	_____
Signature -- State of Nevada	Date	Title

**SCOPE OF WORK**

ESCI, Inc. proposes to provide Colorado River Commission (CRC) with ESCI's complete safety and training services program. This service meets and/or exceeds all training topics listed under Item 3 of the RFP 69CRC-S2757. ESCI's safety and training services will ensure all CRC employees are compliant with 29 CFR OSHA 1910.269 and 29 CFR OSHA 1926 Subpart V.

ESCI, Inc. will work with CRC's management to develop a yearly calendar of safety training topics, provided one day per month. ESCI, Inc. also offers unlimited consulting support.

ESCI Inc. proposal includes:

- Annual Safety Training
  - First aid/CPR/AED training
- Monthly energized electric safety training covering:
  - Overhead and UG EPZ grounding
  - FR Body Protection
  - Enclosed/Confined space vault and trench rescue
  - Emergency Action Plan
  - Fire Extinguisher
  - Heat Exposure
  - MAD and Second Point of Contact
  - Pole and Bucket Rescue
  - SDS Workers Right to Know
  - Fall Protection and climbing equipment inspection
  - Substation Inspection, maintenance & operation
  - Workplace Violence
  - Arc Flash 480 Awareness
  - Job Briefings/ PPE
  - Lock Out/Tag Out Radio Frequency
  - Miscellaneous safety equipment and materials
  - Additional safety training regarding high-voltage electrical topics requested by CRC management can be provided at an additional charge.

ESCI, Inc cannot provide funding for Commercial Driver's License (CDL) training. Regulations require only the employer or an individual to fund this training and certification.

**COST SCHEDULE**  
*Engineering Services*

Vendor Name: ESCI, Inc

Direct Labor – Job Titles	Daily Rate
Safety and Training Manager	\$2,600 per Day once a Month

\*Prevailing Wage applied to Land Surveying classifications.

## PROPOSED STAFF RESUME

*A resume must be completed for all key proposed prime contractor staff and proposed subcontractor staff.*

Name of Company Submitting Proposal:		ESCI, Inc.	
<i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>			
Contractor Staff:	Contractor Staff	Subcontractor Staff:	
<i>The following information requested pertains to the individual being proposes for this project.</i>			
Name:	Bruce Hughes	Key Personnel: (Yes or No)	Yes
Individual's Title:	Safety and Training Manager		
Years in Classification:	35 years	Years with Firm:	4yrs 3mo.
<b>BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE</b> <i>Information shall include a summary of the proposed individual's professional experience.</i>			
Mr. Bruce Hughes has more than 35 years of experience in the electric utility business. He retired from Overton Power District after 30 years of service. While employed at Overton Power, Bruce was a lineman, foreman and his final 6 years, Bruce was T&D Manager of Operations, as well as Manager over Safety.			
<b>RELEVANT EXPERIENCE</b> <i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
Bruce has been a Safety and Training Manager for ESCI since February 2020. He retired from Overton Power District #5 after 28 years holding the positions of apprentice, lineman, line foreman and manager of transmission and distributions operations.			
<b>EDUCATION</b> <i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>			
Bruce completed the Electrical lineman apprenticeship program from the Merchant Lineman School.			
<b>CERTIFICATIONS</b> <i>Information required shall include type of certification and date completed/received.</i>			
Bruce holds a certification from NRECA in Safety Leadership, a certified supervisor of Overton's Drug and Alcohol program, IPSA Hot Line School Instructor in enclosed space entry			

## PROPOSED STAFF RESUME

<b>REFERENCES</b> A minimum of three (3) references are required.	
<b>Reference #1:</b>	
<b>Name:</b>	Evan McCullough
<b>Title:</b>	Operations Manager
<b>Phone Number:</b>	520-705-8166
<b>Email Address:</b>	Evan.Mccullough@ed-3.org
<b>Reference #2:</b>	
<b>Name:</b>	Sam Jimenez
<b>Title:</b>	Safety Manager
<b>Phone Number:</b>	520-796-0600
<b>Email Address:</b>	sjimenez@gricua.net
<b>Reference #3:</b>	
<b>Name:</b>	Gene Quinn
<b>Title:</b>	Manager of Support Services
<b>Phone Number:</b>	928-768-2200
<b>Email Address:</b>	Gquinn@ahamacav.com

REFERENCE QUESTIONNAIRE

1. BUSINESS REFERENCE INSTRUCTIONS

- 1.1. As part of a Request for Proposals (RFP) the State of Nevada is requesting Proposing Vendors submit references from current and/or former customers for projects of similar size and scope.
  - 1.1.1. This Reference Questionnaire is to provide a business reference for the company (Proposing Vendor) in Section 2.
  - 1.1.2. Once you have completed the Reference Questionnaire please submitted to the email address in Section 2.
  - 1.1.3. Please reference the RFP Number in Section 2 in the email subject line.
  - 1.1.4. The completed Reference Questionnaire must be received no later than the due date in Section 2.
  - 1.1.5. Do not return the Reference Questionnaire to the Proposing Vendor.
- 1.2. In addition to the Reference Questionnaire, the State may contact references by phone for further clarification.
- 1.3. The State requests all questions be answered.
  - 1.3.1. If an answer is not known, please answer as 'U/K'.
  - 1.3.2. If the question is not applicable, please answer as 'N/A'.
  - 1.3.3. If additional space is needed to answer a question or provide a comment, please attach additional pages.
  - 1.3.4. If attaching additional pages, please place your company/organization name on each page and reference the appropriate RFP number.
- 1.4. Completed Reference Questionnaires are designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and not public information pursuant to NRS 333.333.

2. PROPOSING VENDOR TO COMPLETE

RFP NUMBER	DUE DATE
69CRC - 52757	May 23, 2024
STATE SINGLE POINT OF CONTACT EMAIL ADDRESS	
gquinn@ahamacav.com	
NAME OF PROPOSING VENDOR	
ESCI, Inc.	
IF APPLICABLE, NAME OF SUBCONTRACTOR FOR PROPOSING VENDOR	

3. COMPANY PROVIDING REFERENCE

CONFIDENTIAL INFORMATION WHEN COMPLETED	
Company Providing Reference:	Aha Macav Power Service
Contact Name:	Gene Quinn
Title:	Manager of Support Services
Contact Telephone:	928-768-2200
Contact Email Address:	gquinn@ahamacav.com

## REFERENCE QUESTIONNAIRE

## 4. RATING SCALE FOR RESPONSE TO QUESTIONS

- 4.1. Where a rating is requested and using the Rating Scale provided below, rate the questions in *Section 5, Questions* by noting the appropriate number for each item.
- 4.2. Please provide any additional comments you feel would be helpful to the State regarding this vendor.

Category	Rating
Poor or Inadequate Performance	0
Below Average Performance	1 – 3
Average Performance	4 – 6
Above Average Performance	7 – 9
Excellent Performance	10

## 5. QUESTIONS

QUESTION	COMMENT	RATING
In what capacity have you worked with this vendor in the past?	ESCI, Inc has provided safety training to Aha Macav Power Service since 2017	
Rate the vendor's knowledge and expertise.		9
Rate the vendor's flexibility relative to changes in the project scope and timelines.		10
Rate your level of satisfaction with soft and/or hard copy materials produced by the vendor.		10
Rate the dynamics/interaction between the vendor and your staff.		9
Rate your satisfaction with the products developed by the vendor.		10
Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. (This pertains to delays under the control of the vendor.)		10



## REFERENCE QUESTIONNAIRE

QUESTION	COMMENT	RATING
Rate the overall customer service and timeliness in responding to customer service inquiries, issues, and resolutions.		10
Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted.		10
Rate the accuracy and timeliness of the vendors billing and/or invoices.		10
Rate the vendor's ability to quickly, and thoroughly resolve a problem related to the services provided.		9
Rate the vendor's flexibility in meeting business requirements.		9
Did the vendor have a local office and/or contact. If so, how satisfied were you with their response time and customer service.		10
Rate the likelihood of your company/organization recommending this vendor to others in the future.		10
With which aspect(s) of this vendor's services are you most satisfied?	Their consistency of topics that pertain to the line dept.	
Would you recommend this vendor to your organization again?	Yes, overall rating of ESCI, Inc. and services they provide is considered an Excellent Performance	

## 6. GENERAL INFORMATION

## 6.1. DATES OF SERVICES PROVIDED

- 6.1.1. During what period did the vendor provide these services for your organization?  
6.1.2. Include both the month and the year in the table below:

From:	Oct. 2017
To:	Current

## VENDOR INFORMATION RESPONSE

*Vendors shall complete and return this form in their proposal.*

*If the proposal includes subcontractors, form must be completed for each subcontractor as well.*

## 1. VENDOR CONTACT INFORMATION

## 1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	ESCI, Inc
Company Street Address:	PO Box 7210
City, State, Zip Code:	Mesa, AZ 86216
Telephone Number, including area code:	602-799-3084
Toll Free Number, including area code:	
Email Address:	Jennifer@esci.net

## 1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Jennifer Kropp
Title:	Vice President and CFO
Address:	PO Box 7210
City, State, Zip Code:	Mesa, AZ 85216
Email Address:	Jennifer@esci.net
Telephone Number, including area code:	602-799-3084
Toll Free Number, including area code:	

## VENDOR INFORMATION RESPONSE

## 2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	ESCI, Inc
Ownership (sole proprietor, partnership, etc.):	S Corporation
State of Incorporation:	Washington
Date of Incorporation:	July 25, 1996
# of years in business:	28 Yrs
List of top officers:	John and Jennifer Kropp
Location of company headquarters, to include City and State:	Mesa, AZ
Location(s) of the office that shall provide the services described in this RFP:	Mesa, AZ
Number of employees locally with the expertise to support the requirements identified in this RFP:	8 Employees
Number of employees nationally with the expertise to support the requirements in this RFP:	8 Employees
Location(s) from which employees shall be assigned for this project:	Nevada

## 2.2 VENDOR LICENSING

- 2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.
- 2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	NV20131420619
Legal Entity Name:	ESCI, Inc
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes      YES <input checked="" type="radio"/> No <input type="radio"/>
If the answer is 'No', provide explanation below:	

## VENDOR INFORMATION RESPONSE

## 2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	<input checked="" type="radio"/>	No	<input type="radio"/>

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	Colorado River Commission
State Agency Contact Name:	Gina Goodman
Dates Services Were Performed:	Aug. 2020 to Present
Type of Duties Performed:	Monthly Safety Compliance Training
Total Dollar Value of the Contract:	3yr Contract \$90,000.00

## 2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

## 2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

VENDOR INFORMATION RESPONSE

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD

Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD			
Question	Response		
Please indicate if you will accept this method of payment?	Yes	<input type="radio"/>	No <input checked="" type="radio"/>

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	Jennifer Kropp
Title:	Vice President and CFO

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR


Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	<i>Jennifer Kropp</i>
Date:	5/13/2024

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Company Name:	ESCI, Inc
Print Name:	Jennifer Kropp
Signature:	
Date:	May 13, 2024

CERTIFICATION REGARDING LOBBYING

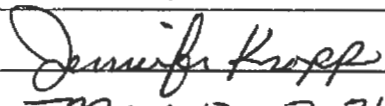
4.3.4\_C

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:	ESCI, Inc.
Project Title:	Energized Electric System Safety and Compliance
Print Name of Official Authorized to Sign Application:	Jennifer Kropp
Signature of Official Authorized to Sign Application:	
Date:	MAY 13, 2024

CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

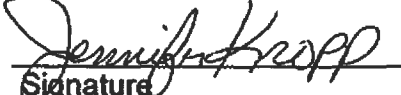
By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

Proprietary Information		Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Justification for Confidential Status:					
Company Name:					
Signature:					
Print Name:					
Date:					



Sincerely,

  
Signature

  
Date

Jennifer Kropp  
Vice President & CFO  
ESCI Inc.  
[Jennifer@esci.net](mailto:Jennifer@esci.net)  
602-799-3084  
[www.esci.net](http://www.esci.net)

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF JUNE 11, 2024**

**SUBJECT:** *For Information Only:* Introduction of the budget recommendations for the Commission's budget for Fiscal Years 2026 and 2027.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

4490 Budget

FY 2026

Commission 2024

DRAFT

**COLORADO RIVER COMMISSION FUND**  
**FUND 4490**  
**COLORADO RIVER COMMISSION**

**EXECUTIVE SUMMARY**

**MAY 2024 DRAFT**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Cat.	Description	FY 2024 Est. Actual	Legislative Approved Budget FY 2025	FY 2026			FY 2027		
				Base Budget Request	Change	Total Budget Request	Base Budget Request	Change	Total Budget Request
<b>Acct.</b>	<b>Revenue</b>								
00-2511	Balance Forward	\$ 1,875,000	\$ 1,732,618	\$ 1,732,618		\$ 1,732,618	\$ 1,732,618		\$ 1,732,618
00-4022	Small Water User (Raw Water Sales)	12,000	30,000	30,000		30,000	30,000		30,000
00-4041	Power Administrative Charge	1,300,000	2,302,294	1,750,000		1,750,000	1,750,000		1,750,000
00-4102	Water Administrative Charge	1,500,000	2,162,263	1,900,000		1,900,000	1,900,000		1,900,000
00-4677	Transfers From Funds 4501 & 4502	3,146,064	2,716,443	4,409,192		4,409,192	4,772,489		4,772,489
00-4510	Charges for CREDA Membership	67,000	59,347	59,347		59,347	59,347		59,347
00-4326	Treasurer's Interest	70,000	80,202	80,202		80,202	80,202		80,202
	<b>Total Revenues</b>	<b>\$ 7,970,064</b>	<b>\$ 9,083,167</b>	<b>\$ 9,961,359</b>	<b>\$ -</b>	<b>\$ 9,961,359</b>	<b>\$ 10,324,656</b>	<b>\$ -</b>	<b>\$ 10,324,655</b>

	Expenditures	FY 2024 Est. Actual	FY 2025 Est. Actual	FY 2026			FY 2027		
				Base Budget Request	Change	Total Budget Request	Base Budget Request	Change	Total Budget Request
(01)	Salaries and Benefits ^	\$ 5,812,932	\$ 5,824,828	\$ 7,116,506	\$ 20,000	\$ 7,136,506	\$ 7,716,706	\$ 20,000	\$ 7,736,706
(02)	Out-of-State Travel	64,867	74,154	74,154		74,154	74,154		74,154
(03)	In-State Travel	4,469	16,796	16,796		16,796	16,796		16,796
(04)	Operating Expenses	346,709	309,416	309,416	440,000	749,416	309,416	441,000	750,416
(04)	Contracts Expenses	209,559	155,041	155,041	80,000	235,041	155,041	90,000	245,041
(04)	NRS 538.226 Statutory Authorization *		450,000	450,000		450,000	450,000		450,000
(04)	Memberships & Registrations	67,821	80,424	67,821		70,321	67,821	2,500	70,321
(04)	Special Projects								
(05)	Equipment Purchases	12,000	516	516		516	516		516
(10)	Small Water User (Raw Water Sales)	2,189	2,189	2,189	12,000	14,189	2,189	12,000	14,189
(26)	Computer Related Expenses	94,335	119,747	119,747		119,747	119,747		119,747
(30)	Training	1,800	799	799	2,500	3,299	799	1,500	2,299
(59)	Utilities - Cable/Data	3,329	4,488	4,488	2,000	6,488	4,488	2,500	6,988
(87)	Purchasing Division Assessment	1,758	391	391	1,000	1,391	391	1,500	1,891
(88)	Transfer to State General Fund (cost alloc.)	72,692	64,953	64,953	25,000	89,953	64,953	30,000	94,953
(89)	Attorney General Charges	349,129	349,129	349,129	75,000	424,129	349,129	100,000	449,129
	<b>Total Expenditures</b>	<b>\$ 7,043,588</b>	<b>\$ 7,452,871</b>	<b>\$ 8,731,946</b>	<b>\$ 657,500</b>	<b>\$ 9,391,946</b>	<b>\$ 9,332,146</b>	<b>\$ 701,000</b>	<b>\$ 10,033,146</b>

**NOTE:** Budgeted year 2023 salaries are not used for base budget request because of new hires, merit and/or COLA increases.  
 Budgeted Revenues for the Hydropower and Water Administrative Charge and the Transfers from the Enterprise funds are based on estimated charges.

**COLORADO RIVER COMMISSION FUND  
FUND 4490**

**COLORADO RIVER COMMISSION  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
EXECUTIVE SUMMARY**

**MAY 2024 DRAFT**

**FIVE YEAR COMPARISON TO BUDGET**

Cat.	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimate	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
<b>Acct.</b>	<b>Revenue</b>												
00-2511	Balance Forward	\$ 1,997,930	\$ 2,659,502	\$ 1,997,930	\$ 2,659,502	\$ 2,231,698	\$ 2,164,469	\$ 2,487,187	\$ 2,820,666	\$ 1,875,000	\$ 2,315		
00-4022	Small Water User (Raw Water Sales)	30,105	28,007	30,105	28,007	31,532	31,405	27,998	13,355	12,000	23		
00-4041	Power Administrative Charge	1,141,701	926,483	1,141,701	926,483	1,589,852	1,446,308	1,367,712	1,212,362	1,300,000	1,383		
00-4102	Water Administrative Charge	1,828,644	1,208,364	1,828,644	1,208,364	1,294,419	856,132	1,279,083	1,446,255	1,500,000	1,275		
00-4677	Transfers From Funds 4501 & 4502	2,597,763	2,636,228	2,597,763	2,636,228	2,985,122	2,805,677	2,553,722	2,704,278	3,146,064	2,838		
00-4510	Charges for CREDA Membership	55,465	55,485	55,465	55,485	67,385	66,463	72,425	51,007	67,000	64		
00-4326	Treasurer's Interest	12,925	25,333	12,925	25,333	44,101	13,653	20,924	67,686	70,000	43		
	<b>Total Revenues</b>	<b>\$ 7,664,533</b>	<b>\$ 7,539,402</b>	<b>\$ 7,664,533</b>	<b>\$ 7,539,402</b>	<b>\$ 8,244,109</b>	<b>\$ 7,384,107</b>	<b>\$ 7,809,051</b>	<b>\$ 8,315,609</b>	<b>\$ 7,970,064</b>	<b>\$ 7,944</b>		
	<b>Expenditures</b>										<b>(1)</b>		
(01)	Salaries and Benefits	\$ 3,644,365	\$ 3,772,984	\$ 3,940,471	\$ 4,097,093	\$ 4,309,102	\$ 3,988,999	\$ 4,000,734	\$ 4,321,116	\$ 5,812,932	\$ 4,429		
(02)	Out-of State Travel	56,889	51,919	56,889	51,525	36,305	821	14,839	39,595	64,867	59		
(03)	In-State Travel	9,485	17,098	9,485	8,916	2,509		1,163	1,087	4,469	13		
(04)	Operating Expenses	359,358	373,546	343,767	341,301	319,981	305,272	310,415	307,021	346,709	317		
(04)	Contracts Expenses	345,307		345,307	226,435	175,603	175,085	144,227	249,595	209,559	237		
(04)	NRS 538.226 Statutory Authorization												
(04)	Memberships & Registrations	74,676		74,676	68,816	69,311	56,724	88,696	39,487	67,821	66		
(04)	Special Projects												
(05)	Equipment Purchases	2,445	7,686	22,716	2,156		28,059			12,000	8		
(10)	Small Water User (Raw Water Sales)	13,717	12,881	13,255	12,230	13,258	14,518	13,258	6,878	2,189	10		
(26)	Computer Related Expenses	32,012	46,607	41,989	50,483	130,357	106,618	99,078	92,206	94,335	104		
(30)	Training	7,393	7,582	3,924	4,521	2,687	4,018	3,473	1,448	1,800	6		
(59)	Utilities - Cable/Data	773	778	842	905	1,641	2,739	4,381	2,818	3,329	3		
(87)	Purchasing Division Assessment	792	1,616	1,485	1,955	3,476	4,646	2,888	2,948	1,758	3		
(88)	Transfer to State General Fund (cost alloc.)	80,762	100,972	106,833	106,883	108,968	120,361	114,197	112,796	72,692	105		
(89)	Attorney General Charges	433,560	562,045	483,120	554,498	609,464	539,381	305,684	23,957	349,129	365		
	<b>Total Expenditures</b>	<b>\$ 5,061,534</b>	<b>\$ 4,955,714</b>	<b>\$ 5,444,759</b>	<b>\$ 5,527,717</b>	<b>\$ 5,782,662</b>	<b>\$ 5,347,241</b>	<b>\$ 5,103,033</b>	<b>\$ 5,200,952</b>	<b>\$ 7,043,588</b>	<b>\$ 5,732</b>		

(1) Averages as calculated on individual category detail, 5 years used in average may vary.

**COLORADO RIVER COMMISSION FUND  
FUND 4490**

**COLORADO RIVER COMMISSION  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
EXECUTIVE SUMMARY**

**MAY 2024 DRAFT**

**ALLOCATIONS**

Cat. 26		F/Y 2026						F/Y 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
<b>Acct.</b>	<b>Revenue</b>												
00-2511	Balance Forward	\$ 1,732,618	\$ 875,000			\$ 857,618	\$ 1,732,618	\$ 1,732,618	\$ 875,000			\$ 857,61	
00-4022	Small Water User (Raw Water Sales)	30,000				30,000	30,000	30,000				30,00	
00-4041	Power Administrative Charge	1,750,000	1,750,000				1,750,000	1,750,000	1,750,000				
00-4102	Water Administrative Charge	1,900,000				1,900,000	1,900,000	1,900,000				1,900,00	
00-4677	Transfers From Funds 4501 & 4502	4,409,192		1,625,156	2,784,036		4,409,192	4,772,489		1,767,240	3,005,249		
00-4510	Charges for CREDA Membership	59,347	59,347				59,347	59,347	59,347				
00-4326	Treasurer's Interest	80,202	20,051	20,051	20,051	20,051	80,202	80,202	20,051	20,051	20,051	20,05	
	<b>Total Revenues</b>	<b>\$ 9,961,359</b>	<b>\$ 2,704,398</b>	<b>\$ 1,645,207</b>	<b>\$ 2,804,087</b>	<b>\$ 2,807,669</b>	<b>\$ 9,961,359</b>	<b>\$ 10,324,656</b>	<b>\$ 2,704,398</b>	<b>\$ 1,787,291</b>	<b>\$ 3,025,300</b>	<b>\$ 2,807,66</b>	
	<b>Expenditures</b>												
(01)	Salaries and Benefits	\$ 7,136,506	\$ 1,542,891	\$ 1,530,941	\$ 2,486,317	\$ 1,576,356	\$ 7,136,506	\$ 7,736,706	\$ 1,676,101	\$ 1,650,695	\$ 2,701,357	\$ 1,708,55	
(02)	Out-of State Travel	74,154	29,662	1,854	1,854	40,785	74,154	74,154	29,662	1,854	1,854	40,78	
(03)	In-State Travel	16,796	3,359	3,359	3,359	6,718	16,796	16,796	3,359	3,359	3,359	6,71	
(04)	Operating Expenses	749,416	384,916	11,424	58,538	294,537	749,416	750,416	371,005	30,812	51,653	296,94	
(04)	Contracts Expenses	235,041	45,790	62,319	40,018	86,915	235,041	245,041	48,044	64,348	43,420	89,22	
(04)	NRS 538.226 Statutory Authorization	450,000				450,000	450,000	450,000				450,00	
(04)	Memberships & Registrations	70,321	10,792	10,497	4,465	44,567	70,321	70,321	10,792	10,497	4,465	44,56	
(04)	Special Projects												
(05)	Equipment Purchases	516	194		215	108	516	516	194		215	10	
(10)	Small Water User (Raw Water Sales)	14,189				14,189	14,189	14,189				14,18	
(26)	Computer Related Expenses	119,747	35,911	5,604	39,279	38,953	119,747	119,747	35,911	5,604	39,279	38,95	
(30)	Training	3,299	744	670	1,122	763	3,299	2,299	518	467	782	53	
(59)	Utilities - Cable/Data	6,488	3,244			3,244	6,488	6,988	3,494			3,49	
(87)	Purchasing Division Assessment	1,391	314	282	473	322	1,391	1,891	426	384	643	43	
(88)	Transfer to State General Fund (cost alloc.)	89,953	20,280	18,256	30,604	20,812	89,953	94,953	21,408	19,271	32,306	21,96	
(89)	Attorney General Charges	424,129	127,239		137,842	159,048	424,129	449,129	134,739		145,967	168,42	
	<b>Total Expenditures</b>	<b>\$ 9,391,946</b>	<b>\$ 2,205,335</b>	<b>\$ 1,645,206</b>	<b>\$ 2,804,087</b>	<b>\$ 2,737,317</b>	<b>\$ 9,391,946</b>	<b>\$ 10,033,146</b>	<b>\$ 2,335,653</b>	<b>\$ 1,787,291</b>	<b>\$ 3,025,300</b>	<b>\$ 2,884,90</b>	

**COLORADO RIVER COMMISSION  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

<b>Group Assignments</b>		<b>Class</b>
<b>Executive</b>		
Eric Witkowski	Executive Director	U4803
Sara (Price)Mason	Senior Assistant Director	U4037
<b>Energy Services Group</b>		
Ken Mayer	Power Supply Manager	U4022
Tom Patmavanu	Power Supply Planner	U9100
Kavitha Sajja	Power Supply Data Mgt. Specialist	U4018
Michael (Mike) Gonzal	Manager of Energy Accounting	U9991
Alena Sheehan	Energy Accountant	U4018
<b>Power Delivery Project Operations Group</b>		
Shae Pelkowski	Assistant Director Engineering & Oper.	U4023
Vacant (PDP-#1)	Power Facilities Manager	Vacant U4024
Vacant (PDP-#2)	Power Facilities Manager	Vacant U4024
Armani Alvarez	Senior Power Facilities Engineer	U4035
Nick (Rudolph) Werbe	Senior Power Facilities Electrician	U4026
Walter Shupe	Power Facilities Electrician	U4026
David Rodriguez	Senior Power Facilities Electrician	U4026
Dan Crowther	Power Facilities Communication Tech.	U4025
Vacant (PDP-#3)	Power Facilities Electrician	Vacant U4028
Cameron Auhoon	Senior Power Facilities Electrician	U4018
<b>Hydropower Program Group</b>		
Gail Bates	Assistant Director Hydropower	U4029
Craig Pyper	Hydropower Program Manager	U4001
Vacant (Hydro-#1)	Assistant Hydroprogram Manager	Vacant U4030
Rebecca Suafoa	Hydropower Program Specialist	U4018
Elissa Emery	Assistant Power Supply Planner	Vacant U9101
<b>Natural Resources Group</b>		
Warren Turkett	Division Head Water	U4013
Vacant (NR-#1)	Environmental Program Manager	Vacant U4020
Danielle Greene	Natural Resource Specialist	U4018
Vacant (NR-#2)	Natural Resources Specialist	Vacant U4018
<b>Finance and Administration</b>		
Doug Beatty	Division Chief Finance & Admin.	U4014
Gail Benton	Senior Accountant	U9989
Stephanie Salleroli	Senior Energy Accountant	U4017
Andrew Weart	Senior Energy Accountant	U4018
Lim (Hyelim) Hong	Senior Energy Accountant	U4017
Kaleb Hall	Assistant Director Energy Info. Systems	U4034
Christopher (Chris) Sn	Infrastructure Systems Coordinator	U4018
John Sagmani	IT Application Specialist	U4021
Gina Goodman	Executive Assistant Manager	U9987
Noah Fischel	Office Manager	U4031
Joshua Cleveland	Administrative Assistant II	Class 2.212
Vacant (Admin II -#1)	Administrative Assistant II	Vacant Class 2.212
Vacant (Admin IV -#2)	Administrative Assistant IV	Vacant Class 2.210
Vacant (Admin IV -#3)	Administrative Assistant IV	Vacant Class 2.210
Vacant (Admin II -#4)	Administrative Assistant II	Vacant Class 2.212
Tamisha Randolph	Administrative Assistant III	Class 2.211

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 01 - Salary & Benefit Costs**

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027												
Cat. 01	Description	FY 2024 Est. Actual			Fiscal 2026			Fiscal 2027				
		Salaries	Benefits	Total	Budget Request	Budget Change		Total Budget Request	Budget Request	Budget Change		Total Budget Request
						Increase	Decrease			Increase	Decrease	
	Executive Group	\$ 327,461	\$ 98,238	\$ 425,699	\$ 505,604			\$ 505,604	\$ 540,995			\$ 540,995
	Energy Services Group (ES)	609,570	182,871	792,441	941,281			941,281	1,007,172			1,007,172
	Power Delivery Group (PDP)	1,170,446	351,133	1,521,579	1,854,799	\$ 20,000		1,874,799	2,012,809	\$ 20,000		2,032,809
								-				-
	Hydropower Group (Hydro)	591,195	177,359	768,554	931,373			931,373	1,007,553			1,007,553
	Natural Resources Group (NRG)	462,764	138,830	601,594	740,261			740,261	801,346			801,346
	Administrative Group	1,310,050	393,015	1,703,065	2,143,188			2,143,188	2,346,831			2,346,831
								-				-
		\$ 4,471,486	\$ 1,341,446	\$ 5,812,932	\$ 7,116,506	\$ 20,000	\$ -	\$ 7,136,506	\$ 7,716,706	\$ 20,000	\$ -	\$ 7,736,706

7% COLA increases are anticipated in the budget. Merit Increases for those employees eligible are estimated at 5% per year.  
 Requested increase to PDP group pursuant to upgrade in electrician position.



COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027

Category 01 - Salary & Benefit Costs

ALLOCATIONS													
Cat. 01		F/Y 2026						F/Y 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
	Executive Group	\$ 505,604	\$ 64,792	\$ 64,792	\$ 64,792	\$ 311,227	\$ 505,604	\$ 540,995	\$ 69,328	\$ 69,328	\$ 69,328	\$ 333,012	\$ 540,995
	Energy Services Group (ES)	941,281		941,281			941,281	\$ 1,007,172		1,007,172			1,007,172
	Power Delivery Group (PDP)	1,874,799			1,874,799		1,874,799	\$ 2,032,809			2,032,809		2,032,809
								\$ -					
	Hydropower Group (Hydro)	931,373	931,373				931,373	\$ 1,007,553	1,007,553				1,007,553
	Natural Resources Group (NRG)	740,261				740,261	740,261	\$ 801,346				801,346	801,346
	Administrative Group	2,143,188	546,726	524,868	546,726	524,868	2,143,188	\$ 2,346,831	599,221	574,195	599,221	574,195	2,346,831
	<b>Total Category 26</b>	<b>\$ 7,136,506</b>	<b>\$ 1,542,891</b>	<b>\$ 1,530,941</b>	<b>\$ 2,486,317</b>	<b>\$ 1,576,356</b>	<b>\$ 7,136,506</b>	<b>\$ 7,736,706</b>	<b>\$ 1,676,101</b>	<b>\$ 1,650,695</b>	<b>\$ 2,701,357</b>	<b>\$ 1,708,553</b>	<b>\$ 7,736,706</b>

Salary Allocations based on time sheet reporting. Percentage applied to salary costs are at the individual salary and benefit level.

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs**

<b>BUDGET REQUEST FOR FISCAL YEAR 2026 &amp; 2027</b>											
Cat. 02	Out-Of-State Travel Description	FY 2024 Est. Actual	Legislative Approved Budget FY 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
02-6100	Per Diem Out-of -State	\$ 35,390	\$ 25,602	\$ 25,602			\$ 25,602	\$ 25,602			\$ 25,602
02-6130	Public Transportation Out-of-State	4,884	6,056	6,056			6,056	6,056			6,056
02-6140	Personal Vehicle Out-of-State	2,369	3,106	3,106			3,106	3,106			3,106
02-6150	Common Air Transportation Out-of-State	22,224	39,390	39,390			39,390	39,390			39,390
	<b>Total Out-of-State Travel - Category 02</b>	<b>\$ 64,867</b>	<b>\$ 74,154</b>	<b>\$ 74,154</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,154</b>	<b>\$ 74,154</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,154</b>

Cat. 03	In-State Travel Description	FY 2016 Est. Actual	Lesiglative Approved Budget FY 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
03-6200	Per Diem In-State	\$ 1,757	\$ 5,106	\$ 5,106			\$ 5,106	\$ 5,106			\$ 5,106
03-6210	Motor Pool Rental	62	547	547			547	547			547
03-6230	Public Transportation In-State	24	583	583			583	583			583
03-6240	Personal Vehicle In-State	338	1,326	1,326			1,326	1,326			1,326
03-6250	Common Air Transportation In -State	2,287	9,234	9,234			9,234	9,234			9,234
	<b>Total In-State Travel - Category 03</b>	<b>\$ 4,469</b>	<b>\$ 16,796</b>	<b>\$ 16,796</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,796</b>	<b>\$ 16,796</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,796</b>

COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027

Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs

**FIVE YEAR COMPARISON TO BUDGET**

Cat. 02	Out-Of-State Travel Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
02-6100	Per Diem Out-of -State	\$ 25,602	\$ 21,881	\$ 22,685	\$ 22,963	\$ 14,954	\$ 640	\$ 6,539	\$ 24,723	\$ 35,390	\$ 25,704 <sup>(1)</sup>	\$ 25,602	\$ 25,602
02-6130	Public Transportation Out-of-State	6,056	4,134	4,536	4,378	3,045	116	855	3,497	4,884	4,798	6,056	6,056
02-6140	Personal Vehicle Out-of-State	3,106	1,927	2,636	1,619	1,656	65	398	1,778	2,369	2,331	3,106	3,106
02-6150	Common Air Transportation Out-of-State	39,390	23,977	27,032	22,565	16,650	-	7,047	9,597	22,224	27,038	39,390	39,390
	<b>Total Out-of-State Travel - Category 02</b>	<b>\$ 74,154</b>	<b>\$ 51,919</b>	<b>\$ 56,889</b>	<b>\$ 51,525</b>	<b>\$ 36,305</b>	<b>\$ 821</b>	<b>\$ 14,839</b>	<b>\$ 39,595</b>	<b>\$ 64,867</b>	<b>\$ 59,871</b>	<b>\$ 74,154</b>	<b>\$ 74,154</b>

Cat. 03	In-State Travel Description	F/Y 2012 Actual	F/Y 2013 Actual	F/Y 2014 Actual	F/Y 2015 Actual	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Avg (even)	5 Year Avg (Odd)	F/Y 2018 Budget	F/Y 2019 Budget
03-6200	Per Diem In-State	\$ 1,158	\$ 6,823	\$ 1,294	\$ 4,866	\$ 2,839	\$ 4,524	\$ 3,056	\$ 3,241	\$ 984		\$ 782	\$ 91	\$ 1,757 <sup>(2)</sup>	\$ 2,021	\$ 3,909 <sup>(3)</sup>	\$ 5,106	\$ 5,106
03-6210	Motor Pool Rental	187	813	345	543	442	505	535	283	136		76		62	314	429	547	547
03-6230	Public Transportation In-State	171	410	604	1,298	839	301	335	395			76		24	395	481	583	583
03-6240	Personal Vehicle In-State	903	1,652	505	1,200	858	801	710	790	379		212	305	338	663	950	1,326	1,326
03-6250	Common Air Transportation In -State	2,327	9,261	3,796	12,381	7,917	10,967	4,849	4,207	1,010		17	691	2,287	4,235	7,501	9,234	9,234
	<b>Total In-State Travel - Category 03</b>	<b>\$ 4,746</b>	<b>\$ 18,959</b>	<b>\$ 6,544</b>	<b>\$ 20,288</b>	<b>\$ 12,895</b>	<b>\$ 17,098</b>	<b>\$ 9,485</b>	<b>\$ 8,916</b>	<b>\$ 2,509</b>	<b>\$ -</b>	<b>\$ 1,163</b>	<b>\$ 1,087</b>	<b>\$ 4,469</b>	<b>\$ 7,628</b>	<b>\$ 13,270</b>	<b>\$ 16,796</b>	<b>\$ 16,796</b>

(1) - Five year average for out-of-state travel includes years 2016, 2017,2018, 2019, 2024.

(2) - Five year average for in-state travel for even numbered years includes 2012,2014,2016,2018,2024

(3) - Five year average for in-state travel for odd numbered years includes 2013,2015,2017,2019,2023.

Inflate by 10%: 8,391 14,597

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs**

**ALLOCATIONS**

Cat. 02	Out-Of-State Travel Description	F/Y 2026						F/Y 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
02-6100	Per Diem Out-of -State	\$ 25,602	\$ 10,241	\$ 640	\$ 640	\$ 14,081	\$ 25,602	\$ 25,602	\$ 10,241	\$ 640	\$ 640	\$ 14,081	\$ 25,602
02-6130	Public Transportation Out-of-State	6,056	2,422	151	151	3,331	6,056	6,056	2,422	151	151	3,331	6,056
02-6140	Personal Vehicle Out-of-State	3,106	1,242	78	78	1,708	3,106	3,106	1,242	78	78	1,708	3,106
02-6150	Common Air Transportation Out-of-State	39,390	15,756	985	985	21,665	39,390	39,390	15,756	985	985	21,665	39,390
	Total Out-of-State Travel - Category 02	74,154	29,662	1,854	1,854	40,785	74,154	74,154	29,662	1,854	1,854	40,785	74,154

Cat. 03	In-State Travel Description	F/Y 2026						F/Y 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
03-6200	Per Diem In-State	\$ 5,106	\$ 1,021	\$ 1,021	\$ 1,021	\$ 2,042	\$ 5,106	\$ 5,106	\$ 1,021	\$ 1,021	\$ 1,021	\$ 2,042	\$ 5,106
03-6210	Motor Pool Rental	547	109	109	109	219	547	547	109	109	109	219	547
03-6230	Public Transportation In-State	583	117	117	117	233	583	583	117	117	117	233	583
03-6240	Personal Vehicle In-State	1,326	265	265	265	530	1,326	1,326	265	265	265	530	1,326
03-6250	Common Air Transportation In -State	9,234	1,847	1,847	1,847	3,694	9,234	9,234	1,847	1,847	1,847	3,694	9,234
	Total In-State Travel - Category 03	\$ 16,796	\$ 3,359	\$ 3,359	\$ 3,359	\$ 6,718	\$ 16,796	\$ 16,796	\$ 3,359	\$ 3,359	\$ 3,359	\$ 6,718	\$ 16,796

Allocation Percentages based on estimated average percentage	40.00%	2.50%	2.50%	55.00%	100.00%
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Allocation Percentages based on estimated average percentage	20.00%	20.00%	20.00%	40.00%	100.00%
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**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**Category 04 - Operating Costs**

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027											
Cat. 04	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
04-6211	Motor Pool Monthly Charges	\$ -		\$ -			\$ -	\$ -			\$ -
04-7020	Operating Supplies	8,692	7,375	7,375			7,375	7,375			7,375
04-7030	Freight Charges	639	1,254	1,254			1,254	1,254			1,254
04-7040	Non-State Printing Charges	2,256	165	165			165	165			165
04-7045	State Printing Charges	141	259	259			259	259			259
04-7050	Employee Bond Insurance	122	112	112			112	112			112
04-7051	Property & Content Insurance	4,164	4,164	4,164			4,164	4,164			4,164
04-7052	Vehicle Comp & Collision	520	520	520			520	520			520
04-7054	AG Tort Claim Assessment	4,889	4,890	4,890			4,890	4,890			4,890
04-7059	Vehicle Liability Insurance	1,026	1,028	1,028			1,028	1,028			1,028
04-7080	Legal and Court	-		-			-	-			-
04-7073	Software License	3,950		-	5,000		5,000	-	5,000		5,000
04-7100	State Owner Building Rent (Move to Molasky)	123,640	123,640	123,640	\$400,000		523,640	123,640	\$400,000		523,640
04-7111	Other Non-State Facilities Rent (offsite storage)	1,297	-	-			-	-			-
04-7120	Advertising and Public Relations	4,560	189	189			189	189			189
04-7151	Maintenance of Vehicles	1,947	1,002	1,002	1,000		2,002	1,002	1,500		2,502
04-7153	Gasoline	1,419	539	539	3,000		3,539	539	3,500		4,039
04-7156/7	Vehicle Repair, Parts and Supplies	-		-			-	-			-
04-7240	Host Fund Expense and Prizes	152	562	562			562	562			562
04-7285	Postage	3,992	3,381	3,381			3,381	3,381			3,381
04-7289	EITS Phone Line	5,038	9,404	9,404			9,404	9,404			9,404
04-7290	Phone, Fax, Communication Line	-	1,291	1,291			1,291	1,291			1,291
04-7291	Cell Phone	9,555	10,218	10,218			10,218	10,218			10,218
04-7296	EITS Long Distance Charges	-	132	132			132	132			132
04-7301	Membership Dues	48,929	54,229	54,229			54,229	54,229			54,229
04-7302	Registration Fees	19,763	16,162	16,162			16,162	16,162			16,162
04-7320	Instructional Supplies	-	3,093	3,093			3,093	3,093			3,093
04-7370	Publications & Periodicals	6,300	3,759	3,759	3,000		6,759	3,759	3,000		6,759
04-7430	Professional Services	4,452	760	760			760	760			760
04-738X	Employee Moving Expenses	-		-			-	-			-
04-7630	Misc. Goods & Materials	1,140		-	3,000		3,000	-	3,000		3,000
04-7635	Misc. Services	640	323	323			323	323			323
04-7980	Operating Lease Payments (copier etc)	5,093	6,008	6,008			6,008	6,008			6,008
04-7771	Computer Misc.	13,425		-	5,000		5,000	-	5,000		5,000
04-9498	CREDA passthrough charges	68,966	54,957	54,957	20,000		74,957	54,957	20,000		74,957
	<b>TOTAL OPERATING CATEGORY - 04</b>	<b>\$ 346,709</b>	<b>\$309,416</b>	<b>\$309,416</b>	<b>\$440,000</b>	<b>\$ -</b>	<b>\$749,416</b>	<b>\$309,416</b>	<b>\$441,000</b>	<b>\$ -</b>	<b>\$750,416</b>

Building rent increased to accommodate potential move from Sawyer Building if required by State Public Works Department.  
Gasoline increased to highest recorded year (FY 2016) increased by 50%. See page "Operating 5a".

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 04 - Operating Costs**

FIVE YEAR COMPARISON TO BUDGET													
Cat. 04	Description	F/Y 2016	F/Y 2017	F/Y 2018	F/Y 2019	F/Y 2020	F/Y 2021	F/Y 2022	F/Y 2023	F/Y 2024	5 Year Average	F/Y 2026	F/Y 2027
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual		Estimated	Budget
04-6211	Motor Pool Monthly Charges	\$ 2,920	\$ 5,557	\$ 4,607	\$ 4,202					\$ -	\$ -	\$ -	\$ -
04-7020	Operating Supplies	\$ 12,752	\$ 9,717	\$ 12,201	\$ 10,993	\$ 7,375	\$ 12,169	\$ 8,492	\$ 7,886	8,692	8,923	7,375	7,375
04-7030	Freight Charges	861	739	929	1,407	445	720	1,254	612	639	734	1,254	1,254
04-7040	Non-State Printing Charges	7,156	5,543	5,447	4,350	2,129	1,067	165	2,210	2,256	1,565	165	165
04-7045	State Printing Charges	183	702	641	614	175	32	259	564	141	234	259	259
04-7050	Employee Bond Insurance	51	47	62	62	151	124	122	122	122	128	112	112
04-7051	Property & Content Insurance	1,589	1,589	1,547	1,547	1,929	1,912	2,055	2,055	4,164	2,423	4,164	4,164
04-7052	Vehicle Comp & Collision	276	259	165	250	580	435	413	310	520	452	520	520
04-7054	AG Tort Claim Assessment	4,974	4,974	4,041	3,980	3,511	3,505	3,587	3,582	4,889	3,815	4,890	4,890
04-7059	Vehicle Liability Insurance		722	730	1,047	637	578	673	584	1,026	700	1,028	1,028
04-7080	Legal and Court		756	380	972	119					24	-	-
04-7073	Software License						3,650	3,650	3,950	3,950	3,040	5,000	5,000
04-7100	State Owner Building Rent (Move to Molasky)	125,876	131,006	128,638	137,319	105,653	144,422	126,402	129,033	123,640	125,830	523,640	523,640
04-7111	Other Non-State Facilities Rent (offsite storage)	2,483	4,674	4,635	2,986	900		1,000	973	1,297	834	-	-
04-7120	Advertising and Public Relations	2,586	4,934	6,052	7,091	1,590	1,205	182		4,560	1,507	189	189
04-7151	Maintenance of Vehicles	1,577	1,574	980	1,490	881	178	1,002	99	1,947	821	2,002	2,502
04-7153	Gasoline	1,597	721	823	607	1,114	126	540	1,224	1,419	885	3,539	4,039
04-7156/7	Vehicle Repair, Parts and Supplies	719	839	1,015								-	-
04-7240	Host Fund Expense and Prizes	4,507	3,034	2,765	1,559	1,093		562		152	361	562	562
04-7285	Postage	5,077	1,156	2,615	2,509	3,093	3,046	2,871	3,075	3,992	3,215	3,381	3,381
04-7289	EITS Phone Line	4,233	1,095	3,992	3,616	3,718	3,379	3,222	2,358	5,038	3,543	9,404	9,404
04-7290	Phone, Fax, Communication Line	5,570	5,392	1,024	385	1,007	1,449	1,291	61		762	1,291	1,291
04-7291	Cell Phone	8,562	10,227	9,501	10,178	10,664	9,269	10,218	8,939	9,555	9,729	10,218	10,218
04-7296	EITS Long Distance Charges	474	711	821	1,057	1,074	47	132	1,293		509	132	132
04-7301	Membership Dues	55,805	48,248	51,269	38,124	72,719	31,640	48,078	45,845	48,929	49,442	54,229	54,229
04-7302	Registration Fees	18,871	20,568	18,042	18,600	15,977	7,847	25,523	15,920	19,763	17,006	16,162	16,162
04-7320	Instructional Supplies	912	871	750	928	850	400				250	3,093	3,093
04-7370	Publications & Periodicals	15,075	9,382	8,709	16,646	10,186	4,982	6,068	6,265	6,300	6,760	6,759	6,759
04-7430	Professional Services	4,193	25,071	644						4,452	890	760	760
04-738X	Employee Moving Expenses	7,251										-	-
04-7630	Misc. Goods & Materials	378	3,588	1,374	928	468	1,833	148	2,141	1,140	1,146	3,000	3,000
04-7635	Misc. Services	774	969	983	565	285	267	323	651	640	433	323	323
04-7980	Operating Lease Payments (copier etc)	6,461	6,622	7,421	4,588	4,273	4,527	6,008	4,690	5,093	4,918	6,008	6,008
04-7771	Computer Misc.	150	6,774	1,617	1,450			1,218	1,575	13,425	3,244	5,000	5,000
04-9498	CREDA passthrough charges	55,465	55,485	59,347	61,251	67,385	66,463	54,957	61,004	68,966	63,755	74,957	74,957
	<b>TOTAL OPERATING CATEGORY - 04</b>	<b>\$359,358</b>	<b>\$373,546</b>	<b>\$343,767</b>	<b>\$341,301</b>	<b>\$319,981</b>	<b>\$305,272</b>	<b>\$310,415</b>	<b>\$307,021</b>	<b>\$346,709</b>	<b>\$317,880</b>	<b>\$749,416</b>	<b>\$750,416</b>

COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027

Category 04 - Operating Costs

**ALLOCATIONS**

Cat. 04		F/Y 2026						F/Y 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
04-6211	Motor Pool Monthly Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04-7020	Operating Supplies	7,375	1,663	1,497	2,509	1,706	7,375	7,375	1,663	1,497	2,509	1,706	7,375
04-7030	Freight Charges	1,254	283	255	427	290	1,254	1,254	283	255	427	290	1,254
04-7040	Non-State Printing Charges	165	37	33	56	38	165	165	37	33	56	38	165
04-7045	State Printing Charges	259	58	53	88	60	259	259	58	53	88	60	259
04-7050	Employee Bond Insurance	112	25	23	38	26	112	112	25	23	38	26	112
04-7051	Property & Content Insurance	4,164	939	845	1,417	963	4,164	4,164	939	845	1,417	963	4,164
04-7052	Vehicle Comp & Collision	520	117	106	177	120	520	520	117	106	177	120	520
04-7054	AG Tort Claim Assessment	4,890	1,102	992	1,664	1,131	4,890	4,890	1,102	992	1,664	1,131	4,890
04-7059	Vehicle Liability Insurance	1,028	232	209	350	238	1,028	1,028	232	209	350	238	1,028
04-7080	Legal and Court												
04-7073	Software License	5,000	1,127	1,015	1,701	1,157	5,000	5,000	1,127	1,015	1,701	1,157	5,000
04-7100	State Owner Building Rent (Move to Molasky)	523,640	261,820			261,820	523,640	523,640	261,820			261,820	523,640
04-7111	Other Non-State Facilities Rent (offsite storage)												
04-7120	Advertising and Public Relations	189	43	38	64	44	189	189	43	38	64	44	189
04-7151	Maintenance of Vehicles	2,002	451	406	681	463	2,002	2,502	564	508	851	579	2,502
04-7153	Gasoline	3,539	798	718	1,204	819	3,539	4,039	911	820	1,374	934	4,039
04-7156/7	Vehicle Repair, Parts and Supplies												
04-7240	Host Fund Expense and Prizes	562	127	114	191	130	562	562	127	114	191	130	562
04-7285	Postage	3,381	762	686	1,150	782	3,381	3,381	762	686	1,150	782	3,381
04-7289	EITS Phone Line	9,404	3,527		3,918	1,959	9,404	9,404	2,120	1,909	3,199	2,176	9,404
04-7290	Phone, Fax, Communication Line	1,291	484		538	269	1,291	1,291	291	262	439	299	1,291
04-7291	Cell Phone	10,218	3,832		4,258	2,129	10,218	10,218	2,304	2,074	3,476	2,364	10,218
04-7296	EITS Long Distance Charges	132	50		55	28	132	132	30	27	45	31	132
04-7301	Membership Dues	54,229	20,336		22,595	11,298	54,229	54,229	12,226	11,006	18,450	12,547	54,229
04-7302	Registration Fees	16,162	6,061		6,734	3,367	16,162	16,162	3,644	3,280	5,499	3,739	16,162
04-7320	Instructional Supplies	3,093	1,160		1,289	644	3,093	3,093	697	628	1,052	716	3,093
04-7370	Publications & Periodicals	6,759	1,524	1,372	2,300	1,564	6,759	6,759	1,524	1,372	2,300	1,564	6,759
04-7430	Professional Services	760	171	154	259	176	760	760	171	154	259	176	760
04-738X	Employee Moving Expenses												
04-7630	Misc. Goods & Materials	3,000	676	609	1,021	694	3,000	3,000	676	609	1,021	694	3,000
04-7635	Misc. Services	323	73	66	110	75	323	323	73	66	110	75	323
04-7980	Operating Lease Payments (copier etc)	6,008	1,355	1,219	2,044	1,390	6,008	6,008	1,355	1,219	2,044	1,390	6,008
04-7771	Computer Misc.	5,000	1,127	1,015	1,701	1,157	5,000	5,000	1,127	1,015	1,701	1,157	5,000
04-9498	CREDA passthrough charges	74,957	74,957				74,957	74,957	74,957				74,957
	<b>TOTAL OPERATING CATEGORY - 04</b>	<b>\$ 749,416</b>	<b>\$ 384,916</b>	<b>\$ 11,424</b>	<b>\$ 58,538</b>	<b>\$ 294,537</b>	<b>\$ 749,416</b>	<b>\$ 750,416</b>	<b>\$ 371,005</b>	<b>\$ 30,812</b>	<b>\$ 51,653</b>	<b>\$ 296,945</b>	<b>\$ 750,416</b>
	Direct Labor Hours		22.55%	20.30%	34.02%	23.14%	100.00%						
	Assigned Group Allocation GSB Personnel		37.50%		41.67%	20.83%	100.00%						
	Building Allocation		50%			50%	100.00%						

**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**

**Category 04 - Contracts**

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027											
Cat. 04	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
7060	<b>Contract Services (Board of Examiners)</b>										
	<b>Legal Contracts</b>										
	Duncan Weinberg Genzer	-	7,719	\$ 7,719			\$ 7,719	\$ 7,719		\$ 7,719	
	March Counsel LLC	3,368	7,719	5,000	\$ 30,000		35,000	5,000	30,000	35,000	
	Garman Turner	26,532	5,000	5,000							
	Stinson Leonard Street	-		-			-	-		-	
	<b>Administrative Contracts</b>										
	Audit Contract	\$ 80,000	51,561	51,561	50,000		101,561	51,561	60,000	111,561	
	Caseware ACFR Software	\$ 9,980	9,971	9,971			9,971	9,971		9,971	
	Martha Ford	\$ 2,000	6,088	6,088			6,088	6,088		6,088	
	Gray Consulting	\$ -		-			-	-		-	
	<b>Hydropower Contracts</b>										
	Electric Resources Strategies (Charlie Reinhold)	-		-			-	-		-	
	Holley Driggs / Anderson Beede	27,679		-			-	-		-	
	LCPDS LLC. (replacing Exeter Associates)	-		-			-	-		-	
	Fairchild Consulting	-		-			-	-		-	
	<b>Water Contracts</b>										
	Sara Price	-		-			-	-		-	
	Metropolitan Water District		1,040	1,040			1,040	1,040		1,040	
	Fenemore Craig	-	13,662	13,662			13,662	13,662		13,662	
	<b>Other Contracts</b>										
	Marcus Faust PC	60,000	60,000	60,000			60,000	60,000		60,000	
	<b>Research and Development Contracts</b>										
	<i>Consultation contracts authorized under NRS 538.226:</i>										
	538.226 1(b) Water negotiations consultation		200,000	200,000			200,000	200,000		200,000	
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.		250,000	250,000			250,000	250,000		250,000	
	<b>Total Contract Costs</b>	\$ 209,559	\$ 605,041	\$ 605,041	\$ 80,000	\$ -	\$ 685,041	\$ 605,041	\$ 90,000	\$ -	\$ 695,041
7061	<b>Contract Services (Other)</b>										



**COLORADO RIVER COMMISSION  
FUND 4490**

**COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
Category 04 - Contracts**

FIVE YEAR COMPARISON TO BUDGET													
Cat. 04	Description	F/Y 2016 Costs	F/Y 2017 Costs	F/Y 2018 Costs	F/Y 2019 Costs	F/Y 2020 Costs	F/Y 2021 Costs	F/Y 2022 Costs	F/Y 2023 Costs	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
7060	<b>Contract Services (Board of Examiners)</b>												
	<b>Legal Contracts</b>												
	Duncan Weinberg Genzer		\$ 16,350	\$ 1,044						-	\$ -		
	March Counsel LLC		2,890	2,720	170		2,848		5,273	3,368	2,298	\$ 7,719	\$ 7,719
	Garman Turner									26,532	5,306	35,000	35,000
	Stinson Leonard Street	\$ 3,380	4,896					4,466		-	893		
	<b>Administrative Contracts</b>												
	Audit Contract	45,320	45,320	44,325	47,325	48,270	49,800	49,000	71,000	80,000	59,614	101,561	111,561
	Caseware ACFR Software						9,200	9,971	9,971	9,980	7,824	9,971	9,971
	Martha Ford						42,412	6,088	2,125	2,000	10,525	6,088	6,088
	Gray Consulting				65,073	5,500				-	1,100		
	<b>Hydropower Contracts</b>												
	Electric Resources Strategies (Charlie Reinhold)	2,550	3,591	6,893						-	-		
	Holley Driggs / Anderson Beede								44,705	27,679	14,477		
	LCPDS LLC. (replacing Exeter Associates)	37,388	9,836		3,803					-	-		
	Fairchild Consulting	78,442	32,443	7,980						-	-		
	<b>Water Contracts</b>												
	Sara Price	103,030	51,507	30,188	44,297	46,584				-	9,317		
	Metropolitan Water District							1,040	697		347	1,040	1,040
	Fenemore Craig	15,197	53,796	2,570	5,767	15,249	10,825	13,662	55,824	-	19,112	13,662	13,662
	<b>Other Contracts</b>												
	Marcus Faust PC	60,000	60,000	55,000	60,000	60,000	60,000	60,000	60,000	60,000	107,000	60,000	60,000
	<b>Research and Development Contracts</b>												
	<i>Consultation contracts authorized under NRS 538.226:</i>												
	538.226 1(b) Water negotiations consultation											200,000	200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.											250,000	250,000
	<b>Total Contract Costs</b>	\$ 345,307	\$ 280,629	\$ 150,720	\$ 226,435	\$ 175,603	\$ 175,085	\$ 144,227	\$ 249,595	\$ 209,559	\$ 237,814	\$ 685,041	\$ 695,041
	<b>Contract Services (Other)</b>												

COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
Category 04 - Contracts

**BUDGET WORKSHEET**

**ALLOCATIONS**

Cat. 04	Description		FY 2026					FY 2027						
			Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
7060	<b>Contract Services (Board of Examiners)</b>													
	<b>Legal Contracts</b>													
	Duncan Weinberg Genzer	Hydro 75% ES 25%	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -			\$ -
	March Counsel LLC	Hydro 10% ES 90%	7,719	772	6,947			7,719	7,719	772	6,947			7,719
	Garman Turner	Hydro 10% ES 90%	35,000	3,500	31,500			35,000	35,000	3,500	31,500			35,000
	Stinson Leonard Street	Hydro 10% ES 90%	-	-	-			-	-	-	-			-
	<b>Administrative Contracts</b>													
	Audit Contract		101,561	22,897	20,612	34,554	23,498	101,561	111,561	25,152	22,642	37,956	25,811	111,561
	Caseware ACFR Software		9,971	2,248	2,024	3,392	2,307	9,971	9,971	2,248	2,024	3,392	2,307	9,971
	Martha Ford		6,088	1,373	1,236	2,071	1,409	6,088	6,088	1,373	1,236	2,071	1,409	6,088
	Gray Consulting		-	-	-	-	-	-	-	-	-	-	-	-
	<b>Hydropower Contracts</b>													
	Electric Resources Strategies (Charlie Reinhold)	Hydro 100%	-	-	-	-	-	-	-	-	-	-	-	-
	Holley Driggs / Anderson Beede	Hydro 100%	-	-	-	-	-	-	-	-	-	-	-	-
	LCPDS LLC. (replacing Exeter Associates)	Hydro 50% ES 50%	-	-	-	-	-	-	-	-	-	-	-	-
	Fairchild Consulting	Hydro 100%	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Water Contracts</b>													
	Sara Price	NRG 100%	-	-	-	-	-	-	-	-	-	-	-	-
	Fenemore Craig	NRG 100%	1,040	-	-	-	1,040	1,040	1,040	-	-	-	1,040	1,040
	Other Contracts	NRG 100%	13,662	-	-	-	13,662	13,662	13,662	-	-	-	13,662	13,662
	<b>Other Contracts</b>													
	Marcus Faust PC	NRG 75% Hydro 25%	60,000	15,000	-	-	45,000	60,000	60,000	15,000	-	-	45,000	60,000
	<b>Research and Development Contracts</b>													
	<i>Consultation contracts authorized under NRS 538.226:</i>													
	538.226 1(b) Water negotiations consultation		200,000	-	-	-	200,000	200,000	200,000	-	-	-	200,000	200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.		250,000	-	-	-	250,000	250,000	250,000	-	-	-	250,000	250,000
	<b>Total Contract Costs</b>		\$ 685,041	\$ 45,790	\$ 62,319	\$ 40,018	\$ 536,915	\$ 685,041	\$ 695,041	\$ 48,044	\$ 64,348	\$ 43,420	\$ 539,229	\$ 695,041
	<b>Contract Services (Other)</b>													

Allocation:	Direct Assignment													
	Direct Labor Hours								22.55%	20.30%	34.02%	23.14%	100.00%	

**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**  
**Category 05 - Equipment**

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027											
Cat. 05	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026				Fiscal 2027			
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
8310	<b>Automobiles - Replacement</b>										
	Automobile Replacement		\$ -				\$ -	\$ -			\$ -
8330	<b>Office and Other Equipment</b>										-
											-
	Misc. Office Equipment	5,000	516	516			516	516			516
	Telephone System Equipment						-				-
	Cubicle Reconfiguration	7,000					-				-
							-				-
							-				-
<b>Total Category 05</b>		\$ 12,000	\$ 516	\$ 516	\$ -	\$ -	\$ 516	\$ 516	\$ -	\$ -	\$ 516

COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND

Category 05 - Equipment

FIVE YEAR COMPARISON TO BUDGET													
Cat. 05	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
8310	Automobiles - Replacement												
	Automobile Replacement			\$ 22,716			\$ 28,059			\$ -	\$ 5,612	\$ -	\$ -
8330	Office and Other Equipment												
	Misc. Office Equipment	\$ 2,445			\$ 2,156					5,000	1,000	516	516
	Telephone System Equipment												
	Cubicle Reconfiguration		\$ 7,686							7,000	1,400		
		\$ 2,445	\$ 7,686	\$ 22,716	\$ 2,156	\$ -	\$ 28,059	\$ -	\$ -	\$ 12,000	\$ 8,012	\$ 516	\$ 516

COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027

Category 05 - Equipment

ALLOCATIONS													
Cat. 05	Description	Fiscal 2026						Fiscal 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
8310	<b>Automobiles - Replacement</b>												
	Automobile Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8330	<b>Office and Other Equipment</b>												
	Misc. Office Equipment	516	194		215	108	516	516	194		215	108	516
	Telephone System Equipment												-
	Cubicle Reconfiguration												-
	<b>Total Category 05</b>	<b>\$ 516</b>	<b>\$ 194</b>	<b>\$ -</b>	<b>\$ 215</b>	<b>\$ 108</b>	<b>\$ 516</b>	<b>\$ 516</b>	<b>\$ 194</b>	<b>\$ -</b>	<b>\$ 215</b>	<b>\$ 108</b>	<b>\$ 516</b>

Assigned Group Allocation GSB Personnel	37.50%	41.67%	20.83%	100.00%
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COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND

Category 26 - Information Technology Costs

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Cat. 26	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
7291	Operating Supplies	\$ 1,262	\$ 250	\$ 250			\$ 250	\$ 250			\$ 250
7370	Software Licenses	4,563	\$ 18,913	18,913			18,913	18,913			18,913
7460	Small Computer Equipment						-				-
7532	EITS Web Hosting	1,283					-				-
7533	EITS Email Service						-				-
7542	EITS Silvernet Access	6,838	6,838	6,838			6,838	6,838			6,838
7545	EITS Productivity Suite	10,518					-				-
7554	EITS Infrastructure Assessment	12,955	12,927	12,927			12,927	12,927			12,927
7556	EITS Security Assessment	4,551					-				-
7630	Misc. Goods & Materials						-				-
7771	Computer Software		4,544	4,544			4,544	4,544			4,544
8370	Computer Hardware	52,366	76,275	76,275			76,275	76,275			76,275
<b>Total Category 26</b>		<b>\$ 94,335</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 119,747</b>

Computer related charges and assessments are based on State assessment schedules.

Fiscal 2024 computer software increased for Windows 11 upgrade as requested by EITS. F/Y 2025 hardware increased for routine scheduled computer replacements in accordance with EITS schedules, total budget for F/Y2025 comparable with F/Y2020, last equipment replacement year.

**COLORADO RIVER COMMISSION  
FUND 4490**

**COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
Category 26 - Information Technology Costs**

FIVE YEAR COMPARISON TO BUDGET													
Cat. 26	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
7020	Operating Supplies	\$ 622	\$ 100			\$ 338	\$ 124	\$ 250	\$ 4,637	\$ 1,262	\$ 1,322	\$ 250	\$ 250
7073	Software Licenses						385	982	1,665	4,563	1,519	18,913	18,913
7460	Small Computer Equipment	\$ 159					186				37		
7532	EITS Web Hosting	2,341	2,889	673	786	1,522		138	953	1,283	779		
7533	EITS Email Service	1,608	1,815	6,804	6,960								
7542	EITS Silvernet Access			6,967	6,967	6,384	6,384	16,824	16,824	6,838	10,651	6,838	6,838
7547	EITS Productivity Suite					16,871	16,084	16,879	15,311	10,518	15,133		
7554	EITS Infrastructure Assessment	6,383	6,652	8,030	8,674	11,369	11,340	13,269	13,215	12,955	12,430	12,927	12,927
7556	EITS Security Assessment	4,189	4,582	3,874	5,276	4,763	4,751	4,008	3,956	4,551	4,406		
7630	Misc. Goods & Materials	26	2,550										
7770	Computer Software	1,380	331	4,273	7,453	5,762	9,647	8,200	4,080		5,538	4,544	4,544
8370	Computer Hardware	15,304	27,688	11,368	14,367	83,348	57,717	38,528	31,565	52,366	52,705	76,275	76,275
<b>Total Category 26 Expenditures</b>		<b>\$ 32,012</b>	<b>\$ 46,607</b>	<b>\$ 41,989</b>	<b>\$ 50,483</b>	<b>\$ 130,357</b>	<b>\$ 106,618</b>	<b>\$ 99,078</b>	<b>\$ 92,206</b>	<b>\$ 94,335</b>	<b>\$ 104,519</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>

COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027

Category 26 - Information Technology Costs

ALLOCATIONS													
Cat. 26		Fiscal 2026						Fiscal 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
7291	Operating Supplies	\$ 250	\$ 70	\$ 70	\$ 70	\$ 40	\$ 250	\$ 250	\$ 70	\$ 70	\$ 70	\$ 40	\$ 250
7370	Software Licenses	18,913				18,913	18,913	18,913				18,913	18,913
7460	Small Computer Equipment												
7532	EITS Web Hosting												
7533	EITS Email Service												
7542	EITS Silvernet Access	6,838	1,915	1,915	1,915	1,094	6,838	6,838	1,915	1,915	1,915	1,094	6,838
7545	EITS Productivity Suite												
7554	EITS Infrastructure Assessment	12,927	3,620	3,620	3,620	2,068	12,927	12,927	3,620	3,620	3,620	2,068	12,927
7556	EITS Security Assessment												
7630	Misc. Goods & Materials												
7771	Computer Software	4,544	1,704		1,893	947	4,544	4,544	1,704		1,893	947	4,544
8370	Computer Hardware	76,275	28,603		31,781	15,891	76,275	76,275	28,603		31,781	15,891	76,275
<b>Total Category 26</b>		<b>#####</b>	<b>\$ 35,911</b>	<b>\$ 5,604</b>	<b>\$ 39,279</b>	<b>\$ 38,953</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>	<b>\$ 35,911</b>	<b>\$ 5,604</b>	<b>\$ 39,279</b>	<b>\$ 38,953</b>	<b>\$ 119,747</b>

Assigned Group Allocation	28.00%	28.00%	28.00%	16.00%	100.00%
Assigned Group Allocation GSB Personnel	37.50%		41.67%	20.83%	100.00%
Direct Assignment					



**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**

**State Allocation and Other Categories**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Cat.	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
<b>Cat. - 10 Small Water Purchases</b>											
10-7310	USBR Small Water Purchases	\$ 2,189	\$ 2,189	\$ 2,189	\$ 12,000		\$ 14,189	\$ 2,189	\$ 12,000		\$ 14,189
<b>Cat. - 30 Training</b>											
30-7302	Registration and related training costs	\$ 1,800	\$ 799	\$ 799	\$ 2,500		\$ 3,299	\$ 799	\$ 1,500		\$ 2,299
<b>Cat. - 59 Utilities</b>											
59-7138	Other Utilities - Cable	\$ 3,329	\$ 4,488	\$ 4,488	\$ 2,000		\$ 6,488	\$ 4,488	\$ 2,500		\$ 6,988
<b>Cat. - 87 Purchasing Assessment</b>											
87-7393	Purchasing Assessment	\$ 1,758	\$ 391	\$ 391	\$ 1,000		\$ 1,391	\$ 391	\$ 1,500		\$ 1,891
<b>Cat. - 88 Cost Allocation</b>											
88-9159	Statewide Cost Allocation	\$ 72,692	\$ 64,953	\$ 64,953	\$ 25,000		\$ 89,953	\$ 64,953	\$ 30,000		\$ 94,953
<b>Cat. - 89 Attorney General Cost Allocation</b>											
89-7391	Attorney General Cost Allocation	\$ 349,129	\$ 349,129	\$ 349,129	\$ 75,000		\$ 424,129	\$ 349,129	\$ 100,000		\$ 449,129

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**State Allocation and Other Categories**

ALLOCATIONS													
Cat.		Fiscal 2026						Fiscal 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
<b>Cat. - 10</b>	<b>Small Water Purchases</b>												
10-7310	USBR Small Water Purchases	\$ 14,189				\$ 14,189	\$ 14,189	\$ 14,189				\$ 14,189	\$ 14,189
<b>Cat. - 30</b>	<b>Training</b>												
30-7302	Registration and related training costs	\$ 3,299	\$ 744	\$ 670	\$ 1,122	\$ 763	\$ 3,299	\$ 2,299	\$ 518	\$ 467	\$ 782	\$ 532	\$ 2,299
<b>Cat. - 59</b>	<b>Utilities</b>												
59-7138	Other Utilities - Cable	\$ 6,488	\$ 3,244	\$ -	\$ -	\$ 3,244	\$ 6,488	\$ 6,988	\$ 3,494	\$ -	\$ -	\$ 3,494	\$ 6,988
<b>Cat. - 87</b>	<b>Purchasing Assessment</b>												
87-7393	Purchasing Assessment	\$ 1,391	\$ 314	\$ 282	\$ 473	\$ 322	\$ 1,391	\$ 1,891	\$ 426	\$ 384	\$ 643	\$ 438	\$ 1,891
<b>Cat. - 88</b>	<b>Cost Allocation</b>												
88-9159	Statewide Cost Allocation	\$ 89,953	\$ 20,280	\$ 18,256	\$ 30,604	\$ 20,812	\$ 89,953	\$ 94,953	\$ 21,408	\$ 19,271	\$ 32,306	\$ 21,969	\$ 94,953
<b>Cat. - 89</b>	<b>Attorney General Cost Allocation</b>												
89-7391	Attorney General Cost Allocation	\$ 424,129	\$ 127,239	\$ -	\$ 137,842	\$ 159,048	\$ 424,129	\$ 449,129	\$ 134,739	\$ -	\$ 145,967	\$ 168,423	\$ 449,129
Direct Labor Hours			22.55%	20.30%	34.02%	23.14%	100.00%						
Attorney General Labor Hours			30.00%		32.50%	37.50%	100.00%						
Building Allocation			50%			50%	100.00%						

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
State Allocation and Other Categories**

FIVE YEAR COMPARISON TO BUDGET													
Cat.	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
<b>Cat. - 10</b>	<b>Small Water Purchases</b>												
10-7310	USBR Small Water Purchases	\$ 13,717	\$ 12,881	\$ 13,255	\$ 12,230	\$ 13,258	\$ 14,518	\$ 13,258	\$ 6,878	\$ 2,189	\$ 10,020	\$ 14,189	\$ 14,189
<b>Cat. - 30</b>	<b>Training</b>												
30-7302	Registration and related training costs	\$ 7,393	\$ 7,582	\$ 3,924	\$ 4,521	\$ 2,687	\$ 4,018	\$ 3,473	\$ 1,448	\$ 1,800	\$ 6,720	\$ 3,299	\$ 2,299
<b>Cat. - 59</b>	<b>Utilities</b>												
59-7138	Other Utilities - Cable	\$ 773	\$ 778	\$ 842	\$ 905	\$ 1,641	\$ 2,739	\$ 4,381	\$ 2,818	\$ 3,329	\$ 3,509	\$ 6,488	\$ 6,988
<b>Cat. - 87</b>	<b>Purchasing Assessment</b>												
87-7393	Purchasing Assessment	\$ 792	\$ 1,616	\$ 1,485	\$ 1,955	\$ 3,476	\$ 4,646	\$ 2,888	\$ 2,948	\$ 1,758	\$ 3,143	\$ 1,391	\$ 1,891
<b>Cat. - 88</b>	<b>Cost Allocation</b>												
88-9159	Statewide Cost Allocation	\$ 80,762	\$ 100,972	\$ 106,833	\$ 106,883	\$ 108,968	\$ 120,361	\$ 114,197	\$ 112,796	\$ 72,692	\$ 105,803	\$ 89,953	\$ 94,953
<b>Cat. - 89</b>	<b>Attorney General Cost Allocation</b>												
89-7391	Attorney General Cost Allocation	\$ 433,560	\$ 562,045	\$ 483,120	\$ 554,498	\$ 609,464	\$ 539,381	\$ 305,684	\$ 23,957	\$ 349,129	\$ 365,523	\$ 424,129	\$ 449,129

**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**  
**DIRECT LABOR HOURS SUMMARY**

Name	Position	Hydropower				Energy Services Group				Power Delivery Group				Natural Resources Group				Total
		CRC1	Note	Appl. %		CRC10psm	Note	Appl. %		CRC4	Note	Appl. %		CRC7	CRC9	Note	Appl. %	
		Hydro			SSEA			PDP					NRG	Envir MSCP				
Eric Witkowski	Executive Director	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%		25.00%	100.00%		
Sara (Price)Mason	Senior Assistant Director			0.00%			0.00%					0.00%	50.00%	50.00%		100.00%		
Ken Mayer	Power Supply Manager			0.00%	100.00%		100.00%					0.00%				0.00%		
Tom Patmavanu	Power Supply Planner			0.00%	100.00%		100.00%					0.00%				0.00%		
Kavitha Sajja	Power Supply Data Mgt. Specialist			0.00%	100.00%		100.00%					0.00%				0.00%		
Michael (Mike) Gonzales	Manager of Energy Accounting			0.00%	100.00%		100.00%					0.00%				0.00%		
Alena Sheehan	Energy Accountant			0.00%	100.00%		100.00%					0.00%				0.00%		
Shae Pelkowski	Assistant Director Engineering & Oper.			0.00%				100.00%				100.00%				0.00%		
Vacant (PDP-#1)	Power Facilities Manager			0.00%				100.00%				100.00%				0.00%		
Vacant (PDP-#2)	Power Facilities Manager			0.00%				100.00%				100.00%				0.00%		
Armani Alvarez	Senior Power Facilities Engineer			0.00%				100.00%				100.00%				0.00%		
Nick (Rudolph) Werber	Senior Power Facilities Electrician			0.00%				100.00%				100.00%				0.00%		
Walter Shupe	Power Facilities Electrician			0.00%				100.00%				100.00%				0.00%		
David Rodriguez	Senior Power Facilities Electrician			0.00%				100.00%				100.00%				0.00%		
Dan Crowther	Power Facilities Communication Tech.			0.00%				100.00%				100.00%				0.00%		
Vacant (PDP-#3)	Power Facilities Electrician			0.00%				100.00%				100.00%				0.00%		
Cameron Auhoon	Senior Power Facilities Electrician			0.00%				100.00%				100.00%				0.00%		
Craig Pyper	Hydropower Program Manager	100.00%		100.00%				0.00%				0.00%				0.00%		
Gail Bates	Assistant Director Hydropower	100.00%		100.00%				0.00%				0.00%				0.00%		
Vacant (Hydro-#1)	Assistant Hydroprogram Manager	100.00%		100.00%				0.00%				0.00%				0.00%		
Rebecca Suafoa	Hydropower Program Specialist	100.00%		100.00%				0.00%				0.00%				0.00%		
Elissa Emery	Assistant Power Supply Planner	100.00%		100.00%				0.00%				0.00%				0.00%		
Michelle Briggs	Special Counsel Attorney General	50.00%		50.00%				0.00%	50.00%			50.00%				0.00%		
David Newton	Special Counsel Attorney General	10.00%		10.00%				0.00%	15.00%			15.00%	75.00%			75.00%		
Warren Turkett	Division Head Water			0.00%				0.00%				0.00%	100.00%			100.00%		
Vacant (NR-#1)	Environmental Program Manager			0.00%				0.00%				0.00%	25.00%	75.00%		100.00%		
Danielle Greene	Natural Resource Specialist			0.00%				0.00%				0.00%	100.00%			100.00%		
Vacant (NR-#2)	Natural Resources Specialist			0.00%				0.00%				0.00%	100.00%			100.00%		
Doug Beatty	Division Chief Finance & Admin.	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Gail Benton	Senior Accountant	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Stephanie Salleroli	Senior Energy Accountant	32.00%		32.00%	18.00%		18.00%	32.00%				32.00%	18.00%			18.00%		
Andrew Weart	Senior Energy Accountant	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Lim (Hyelim) Hong	Senior Energy Accountant	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Kaleb Hall	Assistant Director Energy Info. Systems	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Christopher (Chris) Smith	Infrastructure Systems Coordinator	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
John Sagmani	IT Application Specialist	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Gina Goodman	Executive Assistant Manager	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Noah Fischel	Office Manager	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Joshua Cleveland	Administrative Assistant II	25.00%		25.00%			0.00%	25.00%				25.00%	50.00%			50.00%		
Vacant (Admin II -#1)	Administrative Assistant II	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Vacant (Admin IV -#2)	Administrative Assistant IV	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Vacant (Admin IV -#3)	Administrative Assistant IV	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Vacant (Admin II -#4)	Administrative Assistant II	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
Tamisha Randolph	Administrative Assistant III	25.00%		25.00%	25.00%		25.00%	25.00%				25.00%	25.00%			25.00%		
<b>Direct Labor Hours</b>				<b>22.55%</b>				<b>20.30%</b>				<b>34.02%</b>				<b>23.14%</b>		
Attorney General Labor Hours				30.00%				0.00%				32.50%				37.50%		

Allocation of time based on biennial review of assignments

4497

FY 2026

Commission

DRAFT

**COLORADO RIVER COMMISSION  
FUND 4497  
LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION (MSCP) FUND**

<b>BUDGET REQUEST FOR FISCAL YEAR 2026 &amp; 2027</b>										
Description	F/Y 2024 Est	Legislative Approved Budget F/Y 2025	Fiscal 2026				Fiscal 2027			
			Base Budget Request	Budget Changes		Total Budget Request	Base Budget Request	Budget Changes		Total Budget Request
				MSCP Contract	Reserves Call (est.)			MSCP Contract	Reserves Call (est.)	
<i>Revenue Sources</i>										
Beginning Cash Balance	\$ 12,252,611	\$ 12,893,502	\$ 12,996,524			\$ 12,996,524	\$ 12,763,451			\$ 12,763,451
4510 - LCRMSCP Billings	788,103	875,484	875,484	106,196		981,680	875,484	138,081		1,013,565
4326-Treasurer's interest	266,153	360,061	360,061	10,277		370,338	360,061	2,566		362,627
<i>Total Revenues</i>	\$ 13,306,867	\$ 14,129,047	\$ 14,232,069	\$ 116,473	\$ -	\$ 14,348,542	\$ 13,998,996	\$ 140,647	\$ -	\$ 14,139,643
<i>Expenditures</i>										
(10)-Multi-Species Program										
Operating Payments to USBR	\$ 413,365	\$ 632,523	\$ 632,523	\$ 452,568		\$ 1,085,091	\$ 632,523	\$ 544,168		\$ 1,176,691
Estimated Reserve Payments to USBR		500,000	500,000			500,000	500,000			500,000
<i>Total Expenditures</i>	\$ 413,365	\$ 1,132,523	\$ 1,132,523	\$ 452,568	\$ -	\$ 1,585,091	\$ 1,132,523	\$ 544,168	\$ -	\$ 1,676,691
Ending Cash Balance	\$ 12,893,502	\$ 12,996,524				\$ 12,763,451				\$ 12,462,952

This fund accounts for the federal funding of the Lower Colorado River Multi-Species Conservation Program (MSCP) only. This fund holds the State of Nevada portion of both the Habitat Maintenance Fund and the Remedial Measures Fund. These reserve Funds are held by the states until called upon by the United States Bureau of Reclamation (USBR). This allows interest income to accrue to the Funds and lessens the opportunity for a federal sweep of the funds were they held by the USBR.

Budget changes are based on MSCP Funding contract payment schedule as of April 2024, and an estimated amount to accommodate at least the first call on the MSCP reserves by the federal government.

4501

FY 2026

Commission

DRAFT

**COLORADO RIVER COMMISSION  
FUND 4501  
POWER DELIVERY PROJECT FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Description	FY 2024 Est	Legislative Approved Budget FY 2025	Fiscal 2026			Fiscal 2027			
			Base Budget Request	Changes	Total Budget Request	Base Budget Request	Changes	Total Budget Request	
<b>Revenue Sources</b>									
2511-Balance forward	\$ 729,750	\$ 785,677	\$ 785,677		\$ 785,677	\$ 785,677			\$ 785,677
4041 - Power sales	17,747,310	22,729,193	22,729,193	\$10,000,000		32,729,193	22,729,193	\$10,000,000	32,729,193
4252 - Excess Property Sales									
4335 - Reimbursement of expenses		183,261	183,261			183,261	183,261		183,261
4326 - Treasurer's interest	25,666	6,046	6,046	23,954		30,000	6,046	23,954	30,000
<b>Total Revenues</b>	<b>\$ 18,502,726</b>	<b>\$ 23,704,177</b>	<b>\$ 23,704,177</b>	<b>\$10,023,954</b>	<b>\$ -</b>	<b>\$ 33,728,131</b>	<b>\$ 23,704,177</b>	<b>\$10,023,954</b>	<b>\$ 33,728,131</b>
<b>Expenditures</b>									
<b>(02)-Out-of-state travel</b>									
6100 Per Diem	\$ 13,188	\$ 11,667	\$ 11,667			\$ 11,667	\$ 11,667		\$ 11,667
6130 Public Transportation	1,002	836	836			836	836		836
6140 Personal Vehicle	1,848	281	281			281	281		281
6150 Commercial Airline	1,262	7,312	7,312			7,312	7,312		7,312
<b>Total category 02</b>	<b>\$ 17,300</b>	<b>\$ 20,096</b>	<b>\$ 20,096</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,096</b>	<b>\$ 20,096</b>	<b>\$ -</b>	<b>\$ 20,096</b>
<b>(03)-In-state-travel</b>									
6200 Per Diem	\$ 735	\$ 606	\$ 606			\$ 606	\$ 606		\$ 606
6240 Personal Vehicle		42	42			42	42		42
6250 Commercial Airline		365	365			365	365		365
<b>Total category 03</b>	<b>\$ 735</b>	<b>\$ 1,013</b>	<b>\$ 1,013</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,013</b>	<b>\$ 1,013</b>	<b>\$ -</b>	<b>\$ 1,013</b>
<b>(10) Power Cost Category</b>									
7020 Operating Supplies	\$ 97,949	\$ 31,337	\$ 31,337	\$ 18,663		\$ 50,000	\$ 31,337	\$ 18,663	\$ 50,000
7030 Freight Charges	10,806	4,342	4,342	5,658		10,000	4,342	5,658	10,000
7040 Printing Services	746	438	438			438	438		438
7052 Vehicle Insurance	2,859	1,907	1,907			1,907	1,907		1,907
7053 Unassigned									
7059 AG Vehicle Liability Insurance	4,617	3,772	3,772			3,772	3,772		3,772
7060 Contracts	7,506,340	481,860	481,860	9,268,140		9,750,000	481,860	9,518,140	10,000,000
7090 Equipment Repair		6,505	6,505	5,495		12,000	6,505	5,495	12,000
7090 Bottled Water		629	629			629	629		629
7120 Advertising		9,690	9,690			9,690	9,690		9,690
7130 Unassigned									
7136 Garbage Disposal	3,440	2,371	2,371	129		2,500	2,371	129	2,500
7138 Other Utilities	3,183	2,759	2,759			2,759	2,759		2,759
7140 B&G Maint. Services	7,831			10,000		10,000		10,000	10,000
7151 Vehicle Maintenance	21,270	6,774	6,774			6,774	6,774		6,774
7152 Diesel	21,043	16,292	16,292	8,708		25,000	16,292	8,708	25,000
7153 Gasoline	11,712	3,304	3,304	11,696		15,000	3,304	11,696	15,000
7157 Vehicle Parts & Repair									
7170 Clothing Allowance	16,073	947	947			947	947		947
7176 Protective Gear	90	984	984	16		1,000	984	16	1,000
7232 Building Improvements									
7270 Fees & Penalties									
7285 Mailroom Postage									
7290 Phone and Fax Expenses	21,087	8,962	8,962	3,038		12,000	8,962	3,038	12,000
7291 Cell Phone Expenses	13,065	10,750	10,750	3,250		14,000	10,750	3,250	14,000
7301 Membership Dues	17,469	16,385	16,385			16,385	16,385		16,385
7302 Training & Conference Registration	9,206	495	495	6,505		7,000	495	2,505	3,000
7306 Employee Registrations									
7310 Power Purchases	6,056,056	19,335,059	19,335,059			19,335,059	19,335,059		19,335,059
7340 Inspections and Certifications	3,903	11,174	11,174			11,174	11,174		11,174
7370 Publications	11,231	7,931	7,931	2,069		10,000	7,931	2,069	10,000
7398 Cost Allocation From CRC Fund 4490	2,500,000	3,034,368	3,034,368			3,034,368	3,034,368		3,034,368
7430 Professional Services	56,383	6,600	6,600	50,000		56,600	6,600	50,000	56,600
7460 Equipment under \$1,000	677								
7465 Equipment \$1,000 - \$5,000	17,656			20,000		20,000		20,000	20,000
7630 Misc. Goods and Materials	209,654	15,490	15,490	234,510		250,000	15,490	234,510	250,000
7635 Misc. Services		95	95			95	95		95
7650 SNWA Monthly Power Settlement									
7771 Computer Software	460								
7960 Rentals for Equipment	187,532	51,994	51,994	148,006		200,000	51,994	148,006	200,000
7980 Lease Payments	1,871	1,872	1,872			1,872	1,872		1,872
8110 Easements		4,050	4,050			4,050	4,050		4,050
8390 Misc. Equipment	10,730	20,436	20,436			20,436	20,436		20,436
8360 Replacement Vehicles				150,000		150,000			
8371 Computer Hardware	44,006	18,246	18,246			18,246	18,246		18,246
<b>Total category 10</b>	<b>\$ 16,868,943</b>	<b>\$ 23,117,818</b>	<b>\$ 23,117,818</b>	<b>\$ 9,945,883</b>	<b>\$ -</b>	<b>\$ 33,063,701</b>	<b>\$ 23,117,818</b>	<b>\$10,041,883</b>	<b>\$ 33,159,701</b>
<b>(87)-Purchasing Assessment</b>	<b>\$ 950</b>	<b>\$ 845</b>	<b>\$ 845</b>	<b>\$ 1,155</b>		<b>\$ 2,000</b>	<b>\$ 845</b>	<b>\$ 1,155</b>	<b>\$ 2,000</b>
<b>Total Expenditures</b>	<b>\$ 16,887,927</b>	<b>\$ 23,139,772</b>	<b>\$ 23,139,772</b>	<b>\$ 9,947,038</b>	<b>\$ -</b>	<b>\$ 33,086,810</b>	<b>\$ 23,139,772</b>	<b>\$10,043,038</b>	<b>\$ 33,182,810</b>
<b>Ending Cash Balance</b>	<b>\$ 1,614,799</b>	<b>\$ 564,405</b>				<b>\$ 641,321</b>			<b>\$ 545,321</b>

Power purchases based on forecasted power consumption by commission customers. Forecast is based on information provided by the industrial customers as they return to pre-Covid production levels. Budget includes two new vehicles, increases in services for the large number of projects requested by Commission customers, increases in fuel costs, training and related costs for new employees.



**COLORADO RIVER COMMISSION  
FUND 4501  
POWER DELIVERY PROJECT FUND**

**FIVE YEAR COMPARISON TO BUDGET**

Description	F/Y 2016 ACTUAL	F/Y 2017 ACTUAL	F/Y 2018 ACTUAL	F/Y 2019 ACTUAL	F/Y 2020 ACTUAL	F/Y 2021 ACTUAL	F/Y 2022 ACTUAL	F/Y 2023 ACTUAL	F/Y 2024 Est	Average	Budget	Budget
<b>Revenue Sources</b>												
2511-Balance forward	\$ 536,818	\$ 655,271	\$ 809,562	\$ 1,284,086	\$ 1,454,461	\$ 1,090,669	\$ 1,090,670	\$ 952,530	\$ 729,750	\$ 1,063,616	\$ 785,677	\$ 785,677
4041 - Power sales	21,489,846	13,361,843	12,699,429	13,629,915	14,627,017	7,084,902	21,377,928	10,908,333	17,747,310	17,774,403	32,729,193	32,729,193
4252 - Excess Property Sales	8,984	7		7,876		6,420				1,284		
4355 - Reimbursement of expenses											30,000	30,000
4326 - Treasurer's interest	3,037	3,422	12,872	26,067	26,274	8,068	26,274	13,695	25,666	19,995	30,000	30,000
<b>Total Revenues</b>	<b>\$ 22,038,685</b>	<b>\$ 14,020,543</b>	<b>\$ 13,521,863</b>	<b>\$ 14,947,944</b>	<b>\$ 16,107,752</b>	<b>\$ 8,190,059</b>	<b>\$ 22,494,872</b>	<b>\$ 11,874,558</b>	<b>\$ 18,502,726</b>	<b>\$ 18,859,299</b>	<b>\$ 33,574,870</b>	<b>\$ 33,574,870</b>
<b>Expenditures</b>												
<b>(02)-Out-of-state travel</b>												
6100 Per Diem	\$ 5,034	\$ 7,519	\$ 6,604	\$ 11,667	\$ 1,994	\$ 97		\$ 1,638	\$ 13,188	\$ 8,802	\$ 11,667	\$ 11,667
6130 Public Transportation	752	1,814	598	836	58			271	1,002	1,000	836	836
6140 Personal Vehicle	367	724	327	281	17			29	1,848	709	281	281
6150 Commercial Airline	3,453	3,998	5,421	7,312	641			719	1,262	4,289	7,312	7,312
<b>Total category 02</b>	<b>\$ 9,606</b>	<b>\$ 14,055</b>	<b>\$ 12,950</b>	<b>\$ 20,096</b>	<b>\$ 2,710</b>	<b>\$ 97</b>	<b>\$ -</b>	<b>\$ 2,657</b>	<b>\$ 17,300</b>	<b>\$ 14,801</b>	<b>\$ 20,096</b>	<b>\$ 20,096</b>
<b>(03)-In-state-travel</b>												
6200 Per Diem	\$ 77	\$ 192	\$ 184	\$ 2,576	\$ 435	\$ 516	\$ 369	\$ 735	\$ 819	\$ 819	\$ 606	\$ 606
6240 Personal Vehicle	34	15	20	36	106				31	31	42	42
6250 Commercial Airline	475	240	231	276	605				264	264	365	365
<b>Total category 03</b>	<b>\$ 586</b>	<b>\$ 447</b>	<b>\$ 435</b>	<b>\$ 312</b>	<b>\$ 3,287</b>	<b>\$ 435</b>	<b>\$ 516</b>	<b>\$ 369</b>	<b>\$ 735</b>	<b>\$ 1,114</b>	<b>\$ 1,013</b>	<b>\$ 1,013</b>
<b>(10) Power Cost Category</b>												
7020 Operating Supplies	\$ 59,598	\$ 33,456	\$ 28,039	\$ 52,152	\$ 50,258	\$ 21,849	\$ 31,339	\$ 37,822	\$ 97,949	\$ 47,843	\$ 50,000	\$ 50,000
7030 Freight Charges	466	1,683	3,071	3,394	5,536	3,666	4,342	20,226	10,806	8,915	10,000	10,000
7040 Printing Services	561	299	357	388	192	185	438	488	746	410	438	438
7052 Vehicle Insurance	620	583	550	550	1,450	1,729	1,136	1,136	2,859	1,662	1,907	1,907
7055 Unassigned												
7059 AG Vehicle Liability Insurance	1,250	1,263	1,992	1,933	1,641	1,757	1,730	1,751	4,617	2,299	3,772	3,772
7080 Contracts	664,923	389,675	182,423	143,398	120,809	127,458	66,032	2,322,518	7,506,340	2,028,631	9,750,000	10,000,000
7090 Equipment Repair	4,205	3,473	21,391	37,888	1,772	8,891	8,851	40,068		11,916	12,000	12,000
7090 Bottled Water	522	426	471	600	598	470	629	796	474	593	629	629
7120 Advertising	2,868		200	1,370							9,690	9,690
7130 Unassigned												
7136 Garbage Disposal	2,083	3,298	3,772	4,056	2,067	2,310	2,371	2,265	3,440	2,491	2,500	2,500
7138 Other Utilities					2,294	2,895	2,759	2,818	3,183	2,750	2,759	2,759
7140 B&G Maint. Services	2,323	3,365	11,390	4,449	18,872	7,332	6,774	5,288	7,831	9,219	10,000	10,000
7151 Vehicle Maintenance	5,853	22,848	5,570	12,597	7,011	7,710	8,268	11,541	21,270	11,180	6,774	6,774
7152 Diesel	1,207	247	5,830	9,486	8,652	7,347	16,292	18,922	21,043	14,451	25,000	25,000
7153 Gasoline	12,239	12,504	8,227	6,579	5,065	2,086	3,304	5,850	11,712	5,563	15,000	15,000
7157 Vehicle Parts & Repair	2,062	1,889	508									
7170 Clothing Allowance	125	1,209	752	419	841	182	2,036	2,322	16,073	4,291	947	947
7176 Protective Gear	565	594	1,267	1,145	877	99	1,534	686	90	657	1,000	1,000
7232 Building Improvements	5,844											
7270 Fees & Penalties	50											
7285 Mailroom Postage												
7290 Phone and Fax Expenses	14,133	13,106	11,699	7,849	8,148	8,191	8,962	9,014	21,087	11,080	12,000	12,000
7291 Cell Phone Expenses	9,075	9,671	9,230	11,164	11,203	12,523	10,750	12,301	13,065	11,968	14,000	14,000
7301 Membership Dues	35,127	23,976	22,101	21,983	18,590	16,835	16,910	14,170	17,469	16,795	16,385	16,385
7302 Training & Conference Registration	9,885	16,421	6,592	5,360	5,854	2,327	14,520	6,473	9,206	7,676	7,000	3,000
7306 Employee Registrations	6,000											
7310 Power Purchases	17,691,020	10,026,811	9,447,184	10,687,807	11,214,932	4,548,980	4,426,616	5,934,675	6,056,056	11,813,551	19,335,059	19,335,059
7340 Inspections and Certifications	17,226	23,950	9,894	38,183	9,703	7,521	11,174	12,963	3,903	9,053	11,174	11,174
7370 Publications	61,213	53,779	32,956	52,859	6,800	8,582	6,464	15,884	11,231	9,792	10,000	10,000
7398 Cost Allocation From CRC Fund 4490	2,317,323	2,337,425	2,249,844	2,408,662	2,705,080	2,536,966	2,357,679	2,465,426	2,500,000	2,513,030	3,034,368	3,034,368
7430 Professional Services	11,980	21,879	9,964	10,915	6,100	6,600	6,600	10,880	56,383	17,313	56,600	56,600
7460 Equipment under \$1,000		3,765		7,393	4,625	1,732	16,254	35,312	677	11,720		
7465 Equipment \$1,000 - \$5,000	1,098		15,606				17,656	14,799	17,856	10,022	20,000	20,000
7630 Misc. Goods and Materials	6,555	358		8,012	14,198	17,245	37,995	30,091	209,654	61,837	250,000	250,000
7635 Misc. Services	22	1,138		30	250		95			69	95	95
7650 SNWA Monthly Power Settlement	278,293		65,086									
7771 Computer Software	885		5,082	5,983	6,271	2,510	7,563	10,442	460	5,449		
7960 Rentals for Equipment	96,314	46,840	52,820	53,451	46,153	60,593	51,994	69,556	187,532	83,166	200,000	200,000
7980 Lease Payments	2,155	2,155	1,935	1,872	1,872	1,872	1,872	1,871	1,871	1,872	1,872	1,872
8110 Easements	1,200	1,200	4,050	4,050	4,050	4,050	4,050	4,050		3,240	4,050	4,050
8390 Misc. Equipment					17,716		11,790	184	10,730	8,084	20,436	20,436
8360 Replacement Vehicles	45,577	129,684		68,541	101,636					20,327	150,000	
8371 Computer Hardware	100	5,042	3,087	31,295		28,655	9,218	16,000	44,006	19,576	18,246	18,246
<b>Total category 10</b>	<b>\$ 21,372,345</b>	<b>\$ 13,194,012</b>	<b>\$ 12,222,940</b>	<b>\$ 13,705,613</b>	<b>\$ 14,411,716</b>	<b>\$ 7,460,948</b>	<b>\$ 7,175,997</b>	<b>\$ 11,138,388</b>	<b>\$ 16,869,417</b>	<b>\$ 16,788,472</b>	<b>\$ 33,063,701</b>	<b>\$ 33,159,701</b>
<b>Total Expenditures</b>	<b>\$ 21,383,417</b>	<b>\$ 13,210,236</b>	<b>\$ 12,237,777</b>	<b>\$ 13,728,019</b>	<b>\$ 14,418,548</b>	<b>\$ 7,463,185</b>	<b>\$ 7,177,794</b>	<b>\$ 11,144,809</b>	<b>\$ 16,888,401</b>	<b>\$ 16,806,141</b>	<b>\$ 33,086,810</b>	<b>\$ 33,182,810</b>

\* Five year comparison is based on FY 2021 through FY 2024 EXCLUDING FY 2021: Those items marked with '(1)' which represent the highest five year period of 2016 through 2024. These years are representative of full commission and customer activity, while recent years include production, travel and training activity drop off from economic factors pursuant to the COVID-19 pandemic. Five year information is presented to assist in evaluation of adequacy of the final requested budget numbers. In certain cases, the budget will be based on the five-year average if the base budget does not appear adequate or another basis for calculation cannot be determined.

4502

FY 2026

Commission

DRAFT

**COLORADO RIVER COMMISSION  
FUND 4502  
POWER MARKETING FUND**

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027										
Description	FY 2024 Est	Legislative Approved Budget FY 2025	Fiscal 2026			Fiscal 2027				
			Base Budget Request	Budget Change	Total Budget Request	Base Budget Request	Budget Change	Total Budget Request		
<i>Revenue Sources</i>										
Beginning Cash Balance	\$ 1,258,656	\$ 943,681	\$ 943,658		\$ 943,658	\$ 943,658			\$ 943,658	
4041 - Power sales	33,168,229	34,191,352	34,191,352	\$ 5,500,000	39,691,352	34,191,352	\$ 6,500,000		40,691,352	
4326-Treasurer's interest	84,038	15,793	15,793		15,793	15,793			15,793	
<i>Total Revenues</i>	\$ 34,510,923	\$ 35,150,826	\$ 35,150,803	\$ 5,500,000	\$ -	\$ 40,650,803	\$ 35,150,803	\$ 6,500,000	\$ -	\$ 41,650,803
<i>Expenditures</i>										
<b>(10)-Power Purchases:</b>										
7020 Operating Supplies										
7030 Freight Charges	\$ 1,858		\$ -			\$ -	\$ -			\$ -
7058 Special Assessments	10,612	46,250	46,250		46,250	46,250			46,250	
7060 Contracts	154,776	15,189	15,189	125,000	140,189	15,189	125,000		140,189	
7090 Equipment Repair										
7310 Power Purchases	31,749,078	32,317,156	32,317,156	\$ 5,464,459	37,781,615	32,317,156	\$ 6,479,460		38,796,616	
7340 Inspections and Certifications										
7398 Cost Allocation from CRC Fund 4490	115,115	48,167	48,167		48,167	48,167			48,167	
7430 Professional Services										
7650 Refunds										
7835 Trust Agent Fees	325	325	325		325	325			325	
8390 Equipment	29,420									
9158 Transfer to Bond Funds	1,651,433	1,780,058	1,780,058	200,000	1,980,058	1,780,058	200,000		1,980,058	
<b>(87)-Purchasing Assessment</b>	23	23	23		23	23			23	
<i>Total Expenditures</i>	\$ 33,712,640	\$ 34,207,168	\$ 34,207,168	\$ 5,789,459	\$ -	\$ 39,996,627	\$ 34,207,168	\$ 6,804,460	\$ -	\$ 41,011,628
Ending Cash Balance	\$ 798,283	\$ 943,658				\$ 654,176				\$ 639,175

The final amount ("total budget request") for each of the two years is based on the level debt service for the remaining bond issue (Visitor Center & Air Slots bond issue). The Visitor Center & Air Slots bond issue will be fully paid off in October of 2043.

**COLORADO RIVER COMMISSION  
FUND 4502  
POWER MARKETING FUND**

FIVE YEAR COMPARISON TO BUDGET										
Description	F/Y 2018 ACTUAL	Fy 2019 ACTUAL	F/Y 2020 ACTUAL	F/Y 2021 ACTUAL	F/Y 2022 ACTUAL	F/Y 2023 ACTUAL	F/Y 2024 Est	5 Year * Average	Fiscal 2026 Budget	Fiscal 2027 Bud
<i>Revenue Sources</i>										
Beginning Cash Balance	\$ 1,007,262	\$ 1,537,953	\$ 1,059,957	\$ 1,635,801	\$ 1,635,802	\$ 1,284,821	\$ 1,258,656	\$ 1,375,007	\$ 943,658	\$ 943,658
4041 - Power sales	28,973,342	28,308,753	27,575,548	27,034,043	32,342,847	28,684,962	\$ 33,168,229	29,761,126	39,691,352	40,691,352
4326-Treasurer's interest	35,554	71,910	40,708	10,701	40,708	53,794	\$ 84,038	45,990	15,793	15,793
<i>Total Revenues</i>	\$ 30,016,158	\$ 29,918,616	\$ 28,676,213	\$ 28,680,545	\$ 34,019,357	\$ 30,023,577	\$ 34,510,923	\$ 31,182,123	\$ 40,650,803	\$ 41,
<i>Expenditures</i>										
<b>(10)-Power Purchases:</b>										
7020 Operating Supplies										
7030 Freight Charges							1,858	372	\$ -	\$ -
7058 Special Assessments	31,868	\$ 22,222	\$ 17,960	\$ 22,293	\$ 15,189	\$ 7,528	10,612	\$ 14,716	46,250	46,250
7060 Contracts	33,370	36,650	38,270	38,270	39,950		154,776	54,253	140,189	140,189
7090 Equipment Repair		115			1,688			338		
7310 Power Purchases	26,013,712	26,091,110	25,798,396	24,414,517	25,945,912	26,842,049	31,749,078	26,949,990	37,781,615	38,796,616
7340 Inspections and Certifications			270	984				251		
7398 Cost Allocation from CRC Fund 4490	217,720	217,664	218,075	212,734	132,093	120,018	115,115	159,607	48,167	48,167
7430 Professional Services	35,030									
7650 Refunds		429,825	9,673					1,935		
7835 Trust Agent Fees	325	325	325	325	325	325	325	325	325	325
8390 Equipment					23,627		29,420	10,609		
9158 Transfer to Bond Funds	2,145,565	1,797,539	1,795,362	1,779,777	1,806,455	1,795,001	1,651,433	1,765,606	1,980,058	1,980,058
<b>(87)-Purchasing Assessment</b>	615	664	469	1	1	1	96	114	23	23
<i>Total Expenditures</i>	\$ 28,478,205	\$ 28,596,114	\$ 27,878,800	\$ 26,468,901	\$ 27,965,240	\$ 28,764,922	\$ 33,712,713	\$ 28,958,115	\$ 39,996,627	\$ 41,

\* Five year average for all lines based on most recent 5 year period. This five year comparison is presented to assist in evaluation of adequacy of the final requested budget numbers. In certain cases, the budget will be based on the five-year average if the base budget does not appear adequate or another basis for calculation cannot be determined.

Average market cost increase in Power Purchases: 77,398 (292,714) (1,383,879) 1,531,395 896,137 4,907,029 5,735,366 18%

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF JUNE 11, 2024**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF JUNE 11, 2024**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF JUNE 11, 2024**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF JUNE 11, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF JUNE 11, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, July 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 N  
FOR MEETING OF JUNE 11, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**