

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF AUGUST 9, 2022**

SUBJECT:

For Possible Action: Consideration of and possible action to approve Amendment No. 1 to Contract No. SA-18-02 for Materials Purchasing Services between Peak Substation Services and the Colorado River Commission of Nevada (Commission).

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends the Commission approve Amendment No. 1 to Contract No. SA-18-02 with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

The requested Amendment No. 1 is an extension of the contract for four years to August 31, 2026, and there is no request to add any additional amount authorized under the contract. The current balance remaining on the contract is \$1,140,957 and that is expected to be sufficient for the term of the extension.

B. Background of Contract/Contract Amendment for Consideration

On June 13, 2018, Contract No. SA-18-02 for Materials Purchasing Services between Peak Substation Services and the Colorado River Commission of Nevada was approved to provide the Commission's Power Delivery Group (PDG) with the ability to obtain replacement equipment and material costing in excess of \$5,000, and to replace the previous purchasing contracts that were expired.

This contract is an enabling type of contract that allows the Commission's PDG to receive a quotation each time a purchase is to be made. If the Commission has contracts with multiple vendors, quotations will be solicited from each vendor and compared. The vendor offering the most favorable terms will be issued a purchase order to furnish the required items.

Under the proposed amendment to Contract No. SA-18-02, an extension of an additional four years is requested, extending the contract to August 31, 2026.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Number of Nevada Residents employed by this firm.

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

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

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a CRCNV full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies:
In accordance with NRS 281A 430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.
- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAK SUBSTATION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>801 1ST AVE NORTH</u>	Website: <u>www.peaksubstation.com</u>
City, State and Zip Code: <u>BIRMINGHAM, AL 35203</u>	POC Name and Email: <u>JOHN HARRIS</u> <u>jharris@peaksubstation.com</u>
Telephone Number: <u>877-324-0909 x 221</u>	Fax Number: <u>205-324-0955</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>LARRY BUTTS</u>	<u>PRESIDENT</u>	<u>78%</u>
<u>JOHN HARRIS</u>	<u>NATIONAL SALES MANAGER</u>	<u>10%</u>
<u>WILLIAM NILES</u>	<u>ESTIMATOR</u>	<u>10%</u>

This section is not required for publicly-traded corporations.

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

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

[Signature]
 Signature
NATIONAL SALES MANAGER
 Title

JOHN HARRIS
 Print Name
7-14-02
 Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL

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

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

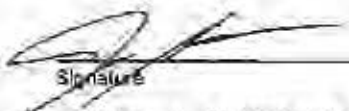
- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For CRCNV Use Only:

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

- ☐ Yes ☒ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☒ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:


 Signature
 Don Hepler
 Print Name (Authorized Department Representative)

DISCLOSURE OF RELATIONSHIP

For CRCNV Use Only:

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

**AMENDMENT NO. 1
TO
CONTRACT NO. SA-18-02
Material Purchasing Services**

Between the State of Nevada
Acting By and Through Its

Colorado River Commission of Nevada
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
Contact: Robert D. Reese
Phone: (702) 682-6972
Fax: (702) 856-3617
Email: breesee@crc.nv.gov

and

Peak Substation Services
801 1st Avenue North
Birmingham, Alabama 35203
Contact: Jason M. Harris
Phone: 877-324-0909
Fax: 205-324-0955
Email: jharris@peaksubstation.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, SA-18-02, dated June 13, 2018, which is attached hereto as Exhibit A, remain in full force and effect except for the following:

A. The Contract Term, as set forth in ARTICLE 4 of the Original Contract, shall be extended for an additional four years to August 31, 2026.

Current Contract Language:

ARTICLE 4 CONTRACT TERM. This Contract shall be effective from the date of execution to August 31, 2022, unless sooner terminated by either party as specified in ARTICLE 23.

Amended Contract Language:

ARTICLE 4 CONTRACT TERM. This Amendment shall be effective on the date of its execution and shall remain in effect until August 31, 2026, unless sooner terminated by either party as specified in ARTICLE 23.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein, and made a part of this amended contract.
3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective upon approval by all parties

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

PEAK SUBSTATION SERVICES	COLORADO RIVER COMMISSION OF NEVADA
Jason M. Harris, National Sales Manager	Eric Witkoski, Executive Director
Date	Date

Approved as to form:

David Newton
Special Counsel to the
Colorado River Commission of Nevada

Date

Exhibit A

Original Contract



COLORADO RIVER COMMISSION OF NEVADA
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065

CONTRACT NO. SA-18-02

MATERIALS PURCHASING SERVICES

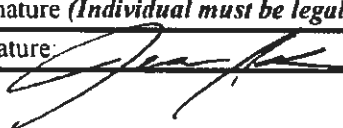
Peak Substation Services
801 1st Avenue North
Birmingham, Alabama 35203

Issued: 6/13/18

VENDOR INFORMATION SHEET FOR RFP SA-18-01

Vendor Must:

- A) Provide all information in the space indicated next to each numbered question. The information provided will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in its Response.

V1	Company Name	PEAK SUBSTATION SERVICES		
V2	Street Address	801 1 ST AVENUE NORTH		
V3	City, State, ZIP	BIRMINGHAM, AL 35203		
V4	Telephone Number			
	Area Code: 205	Number: 324-0909	Extension: 1	
V5	Facsimile Number			
	Area Code: 205	Number: 324-0955	Extension:	
V6	Toll Free Number			
	Area Code: 877	Number: 324-0909	Extension: 1	
V7	Contact Person for Questions / Contract Negotiations, including address if different than above			
	Name:	STEVEN HARRIS		
	Title:	SALES MANAGER		
	Address:	801 1 ST AVE NORTH BIRMINGHAM, AL 35203		
	Email Address:	jharris@peaksubstation.com		
V8	Telephone Number for Contact Person			
	Area Code: 205	Number: 324-0909	Extension: 1	
V9	Facsimile Number for Contact Person			
	Area Code: 205	Number: 324-0955	Extension:	
V10	Name of Individual Authorized to Bind the Organization			
	Name:	STEVEN HARRIS		Title: SALES MANAGER
V11	Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)			
	Signature:			Date: 5-14-18

MATERIALS PURCHASING SERVICES CONTRACT SA-18-02

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SECTION 100 REQUEST FOR PROPOSALS

1. NOTICE

The Colorado River Commission of Nevada (the "CRCNV") is seeking proposals for Materials Purchasing Services pursuant to paragraph 0326 (2) of the Nevada State Administrative Manual, to carry out the CRCNV's responsibilities under Nevada Revised Statutes (NRS) 538.161. Proposals are sought from qualified contractors that have an established record of providing equipment and materials to the electric utility industry. Respondents to this Request for Proposals ("RFP") are referred to herein as "Proponents".

2. QUESTIONS REGARDING REQUEST FOR PROPOSAL

Questions concerning this Request for Proposal should be directed to:

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

3. EXPERIENCE

Proponent must have five (5) years of experience in procuring and providing equipment and materials for the electric utility industry.

Proponent should provide a minimum of three (3) business references for material procurement services performed for private, state and/or local government clients within the last five (5) years.

4. PRICING AND SECURITY

Proposals will be evaluated on a unit price basis as described in this RFP and in the Contract Documents. Bid Security will not be required. The selected Proponent is required to post a performance bond in an amount equal to the Contract Price.

5. DUE DATE

Proposals submitted in response to this Request for Proposal must be received by 10:30 a.m., Pacific Daylight Time, 05/15/2018, at the location designated in Section 200.

**SECTION 200
COMPANY BACKGROUND AND REFERENCES**

1 PRIMARY VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	PEALS SUBSTATION SERVICES, LLC
Ownership (sole proprietor, partnership, etc.):	LLC
State of incorporation:	ALABAMA
Date of incorporation:	6-5-2006
# of years in business:	12
List of top officers:	CARRY BUTTS, STEN HARRIS, WILSON DAVIS
Location of company headquarters:	BERMINGHAM, AL
Location(s) of the company offices:	BERMINGHAM, AL
Location(s) of the office that will provide the services described in this RFP:	BERMINGHAM, AL
Number of employees locally with the expertise to support the requirements identified in this RFP:	7
Number of employees nationally with the expertise to support the requirements in this RFP:	7 PEALS EMPLOYEES 1 REP'S
Location(s) from which employees will be assigned for this project:	BERMINGHAM, AL

4.1.2 **Please be advised**, pursuant to NRS §80.010, incorporated companies must 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.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>. Vendors must provide the following:

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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If "No," provide explanation.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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If "Yes," complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	CRC OF NEVADA
State agency contact name:	BOB REESE
Dates when services were performed:	2006 - 2017
Type of duties performed:	MATERIAL SUPPLY
Total dollar value of the contract:	BLANKET ELECTRICAL MATERIAL SUPPLY

- 4.1.6 Are you or any of your employees now or have 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="checkbox"/>	No	<input checked="" type="checkbox"/>
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If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

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 will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity

of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.7 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. 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 must also be disclosed.

Does any of the above apply to your company?

Yes		No	<input checked="" type="checkbox"/>
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If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

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:		

- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

- 4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description

1.1 SUBCONTRACTOR INFORMATION

1.1.1 Does this proposal include the use of subcontractors?

Yes		No	✓
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If "Yes", vendors must:

1.1.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

1.1.1.2 If any tasks are to be completed by subcontractor(s), vendors must:

- A. Describe the relevant contractual arrangements;
- B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
- C. Describe your previous experience with subcontractor(s).

1.1.1.3 Vendors must describe the methodology, processes and tools utilized for:

- A. Selecting and qualifying appropriate subcontractors for the project/contract;
- B. Ensuring subcontractor compliance with the overall performance objectives for the project;
- C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
- D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.

- 1.1.1.4 Provide the same information for any proposed subcontractors as requested in *Section 4.1, Vendor Information*.
- 1.1.1.5 Business references as specified in *Section 4.3, Business References* must be provided for any proposed subcontractors.
- 1.1.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 1.1.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in *Section 4.2, Subcontractor Information*. The vendor must receive agency approval prior to subcontractor commencing work.

1.2 BUSINESS REFERENCES

- 1.2.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 1.2.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	
Company Name:	CITY OF TALLAHASSEE
Identify role company will have for this RFP project (Check appropriate role below):	
<input checked="" type="checkbox"/>	VENDOR
<input type="checkbox"/>	SUBCONTRACTOR
Project Name:	MIKE BRADHAM (CONSO SWITCH)
Primary Contact Information	
Name:	MIKE BRADHAM
Street Address:	2641 MUNICIPAL WAY
City, State, Zip	TALLAHASSEE, FL 32304
Phone, including area code:	850-891-5004
Facsimile, including area code:	850-891-5428

Email address: <i>Michael.Bradham@talco.com</i>	
Alternate Contact Information	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
Project Information	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	<i>WE SUPPLY A 15KV COMBO SWITCH FOR TALAHASSEE</i>
Original Project/Contract Start Date:	<i>2006</i>
Original Project/Contract End Date:	<i>2017</i>
Original Project/Contract Value:	<i>\$3,000.00 BIDD</i>
Final Project/Contract Date:	<i>2017</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>YES</i>
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	<i>YES</i>

- 1.2.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 1.2.4 The company identified as the business references must submit the Reference Questionnaire directly to the CRCNV.
- 1.2.5 It is the vendor's responsibility to ensure that completed forms are received by the CRCNV on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

- 1.2.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

**SECTION 300
REQUEST FOR PROPOSAL FORM**

1. CONTRACT IDENTIFICATION:

Colorado River Commission of Nevada
Materials Purchasing Services
Contract No. SA-18-01

2. THIS PROPOSAL IS SUBMITTED BY:

PEAK SUBSTATION SERVICES, LLC (Proponent)

3. THIS PROPOSAL IS SUBMITTED AS FOLLOWS:

ONE (1) MASTER AND TWO (2) COPIES TO CRCNV AT:
Colorado River Commission of Nevada
555 East Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
Attention: Robert Reese

- 3.1 Proposal envelope should be clearly marked, "CONFIDENTIAL; REQUEST FOR PROPOSAL—CONTRACT NO. SA-18-01"
- 3.2 The undersigned Proponent proposes and agrees to enter into the Agreement for Materials Purchasing Services, with the CRCNV, as provided in Section 300.
- 3.3 Proponent accepts all of the terms and conditions contained in the Agreement, including without limitation those dealing with the disposition of security. This Proposal shall remain subject to acceptance by the CRCNV for one hundred twenty (120) days after the day it is received by the CRCNV. The CRCNV shall, within ninety (90) days after the date of opening Proposals, notify the successful Proponent by a notice of award in writing. Proponent shall sign and submit the Agreement with the Bond and other documents required by the Agreement within fifteen (15) days after the date of CRCNV's notice of award.
- 3.4 In submitting this Proposal, Proponent represents that:
 - 3.4.1 Proponent has reviewed and understands the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Materials Purchasing Services.
 - 3.4.2 Proponent is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect the cost, progress, performance, and furnishing of the Materials Purchasing Services. If awarded the Agreement, Proponent agrees to comply with all federal, state, municipal

laws, codes or regulations applicable to the performance of work under the Agreement.

- 3.4.3 The Agreement is sufficient to inform Proponent of all its terms and conditions for performing the Materials Purchasing Services for which this Proposal is submitted.
- 3.4.4 Proponent has given the CRCNV written notice of all exceptions and/or assumptions, ambiguities, clarifications and errors that Proponent has discovered in the RFP.
- 3.4.5 If an exception and/or assumption requires a change in the terms in any section of the RFP, the Agreement, or any associated documents, Proponent must provide the specific language that is being proposed in the tables below. If Proponent does not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. In order for any exceptions and/or assumptions to be considered they **MUST** be documented below. The State will not accept additional exceptions, assumptions, or changes to the Agreement submitted after the proposal submission deadline.

Proponents MUST use the following format for identifying exceptions for consideration by CRCNV. Any proposed exceptions to the RFP or changes to the Agreement that are not identified using the following format, will NOT be considered by the CRCNV.

Attach additional sheets if necessary.

RFP EXCEPTION SUMMARY FORM

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

AGREEMENT EXCEPTION SUMMARY FORM

EXCEPTION #	AGREEMENT SECTION NUMBER	AGREEMENT PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

3.4.6 Proponent's response to this RFP 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.

3.4.7 Proponent has not directly or indirectly induced or solicited any other Proponent to submit a false or sham Proposal. Proponent has not solicited or induced any person, firm, or corporation to refrain from proposing. Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over CRCNV.

4. Proponent will provide all procurement, scheduling, inspection, warehousing, and delivering activities for the following prices:

Bid Item	Description	Price	Service Fee (Percentage of Materials Cost)
100	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$5,000.00 pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	20 %

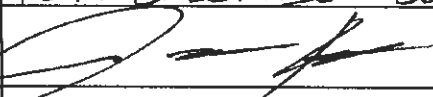
Bid Item	Description	Price	Service Fee (Percentage of Materials Cost)
101	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$25,000.00 pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	18 %
102	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$100,000.00 pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	17 %
103	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing \$100,000.00 or more pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	15 %

5. The total not-to-exceed contract price for this Agreement is ONE MILLION TWO HUNDRED THOUSAND AND NO CENTS (\$1,200,000.00)
6. Proponent agrees to deliver and provide the Materials and Purchasing Services to the CRCNV within the times and at the locations established in the Agreement. Proponent further agrees that purchasing and delivery of all Materials shall be coordinated with the CRCNV, to the CRCNV's satisfaction.
7. Proponent understands that the CRCNV will pay the Contractor for cost reimbursement for the Contractor's cost of the Materials plus a fixed price service fee as total compensation under this Agreement
8. The Agreement is non-exclusive. The CRCNV reserves the right to make one award or multiple awards.
9. The CRCNV reserves the right to reject all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any Proponent if the CRCNV believes that it would not be in the best interest of the CRCNV to make an award to that Proponent.
10. The Proponent understands the only duty of payment by the CRCNV to the Proponent, prior to the execution of a contract, if any, shall be for reimbursement of the Proponent's reasonable cost of obtaining a performance bond as specified in the Agreement. Reimbursement shall be as follows:

Bid Item	Description	Amount
104	Cost of the performance bond required by the Agreement	\$ 1 %

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

SIGNATURE OF PROPONENT

Business Name:	PEAK SUBSTATION SERVICES, LLC
Signature of Authorized Representative:	
Printed Name and Title:	JASON HARRIS SALES MANAGER
Business Address:	801 1ST AVENUE NORTH BIRMINGHAM, AL 35203
Phone:	205-324-0909 x1
Fax:	205-324-0955
Email:	jharris@peaksubstation.com
Date:	5-14-18

SECTION 400
CONTRACT NO. SA-13-02
FOR
MATERIALS PURCHASING SERVICES

THIS AGREEMENT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, an agency of the State of Nevada, hereinafter referred to as the "CRCNV," and Peak Substation Services hereinafter referred to as "Contractor", to carry out the CRCNV's responsibilities under Nevada Revised Statutes (NRS) 538.161 and in conformance with paragraph 0326 (2) of the Nevada State Administrative Manual. The CRCNV and the Contractor are hereinafter referred to singly as "Party" and collectively as "Parties."

ARTICLE 1 DEFINITIONS

- §1.1 "Acceptance" means the formal action by CRCNV accepting the Materials, or any portion thereof, as complete and satisfactory, subject to the Contractor's warranties.
- §1.2 "Acceptance Testing" means any testing required by the CRCNV prior to, and as a prerequisite of, the CRCNV's Acceptance of Materials furnished by Contractor hereunder.
- §1.3 "Agreement" means this Agreement for Materials Purchasing Services and all documents incorporated herein by reference as indicated in ARTICLE 5.
- §1.4 "Contract Administrator" means the Assistant Director of Engineering and Operations of the CRCNV or his designee.
- §1.5 "Contract Price" means the total compensation payable to the Contractor for the Contractor's performance of this Agreement.
- §1.6 "Contractor" means Peak Substation Services.
- §1.7 "CRCNV" means the Colorado River Commission of Nevada.
- §1.8 "Materials" mean equipment, components, parts, bulk materials or raw materials, or any portion thereof, purchased hereunder.
- §1.9 "Materials Quote Request" means a request made to the Contractor to furnish a quote regarding price and other delivery conditions associated with Materials specified by the Contract Administrator pursuant to Section 1000.
- §1.10 "Proposal Form" means the approved form, contained in Section 300, on which the CRCNV requested that the Contractor prepare and submit a Proposal to the CRCNV as an offer to provide the Materials Purchasing Services, which has now been accepted by the CRCNV pursuant to this Agreement and is therefore incorporated herein as a part of the Agreement.

- §1.11 **“Purchase Order”** means a written order for Materials signed by the Contract Administrator defining the Materials to be purchased by Contractor and the terms and conditions of delivery including price, warranty and delivery schedule as proposed by the Contractor and accepted by the CRCNV.
- §1.12 **“Services”** means all Contractor procurement, scheduling, inspection, warehousing, and delivering activities necessary to ensure control and management of the Materials.
- §1.13 **“Specifications”** means the technical descriptions of the Materials and Services to be furnished by the Contractor, which are included as Section 400 through Section 1000 of these contract documents.
- §1.14 **“Submittals”** mean shop drawings, catalog cuts, samples, operating and maintenance instructions, progress payments, requests, and other documents and items specified to be delivered to the CRCNV.
- §1.15 **“Work”** means everything required or reasonably inferred to be delivered and installed by the Contractor pursuant to this Agreement.

ARTICLE 2 AGREEMENT TO PURCHASE

- §2.1 Pursuant to the terms and conditions established in this Agreement, the Contractor agrees to provide procurement, scheduling, inspection, warehousing, and delivering activities related to the following specified proposal items:

Bid Item 100	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$5,000.00.
Bid Item 101	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$25,000.00.
Bid Item 102	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$100,000.00.
Bid Item 103	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing \$100,000.00 or more.

- §2.2 The Contractor agrees to provide the performance bond, as specified in ARTICLE 18, and the CRCNV agrees to compensate Contractor for its reasonable costs of this bond. :

Bid Item 104	Performance bond required by the Agreement.
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ARTICLE 3 CONTRACT PRICE. The total value of Materials and Services provided by the Contractor to the CRCNV for work described in this Agreement shall not exceed (\$1,200,000.00) over the contract term.

ARTICLE 4 CONTRACT TERM. This Contract shall be effective from the date of execution to August 31, 2022, unless sooner terminated by either party as specified in ARTICLE 23.

ARTICLE 5 CONTRACT DOCUMENTS. The "Contract Documents" shall include this Contract, the Contractor's Response to the RFP, the attached specifications, and any written Purchase Orders executed by the CRCNV and the Contractor. All such documents are hereby incorporated by reference as though fully set forth herein.

ARTICLE 6 AGREEMENT TO DELIVER AS SPECIFIED. The Contractor shall provide Materials and complete all Services necessary and as specified or indicated in the Contract Documents and Specifications and Contractor's Proposal which the CRCNV hereby accepts, and any addenda thereto or documents referenced therein, to the satisfaction of and with the acceptance of, the CRCNV.

ARTICLE 7 CRCNV'S REPRESENTATIVE. The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's representative shall be called the "Contract Administrator" for purposes of this Agreement. The Contract Administrator shall be generally authorized to act fully on behalf of the CRCNV and, specifically, to have the authority to issue Purchase Orders for Materials, transmit instructions to the Contractor and define the CRCNV's needs, requirements and policies with respect to the Services required under this Agreement. The Contract Administrator may designate another employee of the CRCNV to perform his responsibilities under this Contract.

ARTICLE 8 CONTRACTOR'S REPRESENTATIVE. Within ten (10) days following the execution of this Agreement, the Contractor shall identify the Contractor's Representative in writing provided to the CRCNV. The Contractor's Representative shall be authorized to act fully on behalf of the Contractor. The Contractor may designate another individual as its Contractor's Representative by written notice to the CRCNV.

ARTICLE 9 COMMENCEMENT AND COMPLETION OF PERFORMANCE. In accordance with Section 1000 procedures and upon receipt of a Purchase Order signed by the Contract Administrator, the Contractor shall proceed with the performance of the Services, pursuing the work diligently, to the end that the Materials be manufactured and delivered as specified in the signed Purchase Order, subject to the acceptance of the CRCNV.

ARTICLE 10 PAYMENT PROCEDURES

§10.1 Progress Payments. The Contractor shall submit an application for payment to the CRCNV for the amount of ninety (90) percent of the price of the Materials, as established in a written Purchase Order, upon delivery of the Materials to the CRCNV.

§10.2 Procedure for Progress Payments. The CRCNV shall pay the Progress Payment to the Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Materials received.

§10.3 Application for Final Payment. The Contractor shall submit an application for final payment for the Materials upon Acceptance by the CRCNV of the Contractor's final delivery of the Materials.

§10.4 Procedure for Final Payment. The CRCNV shall pay the Contractor the Final Payment within thirty (30) days of receipt of a correct, itemized invoice Application for Final Payment. The CRCNV's payment of the final payment on the final item or items of Materials shall constitute a full waiver of all claims by the CRCNV against the Contractor associated with the Materials 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 Agreement. 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, associated with the item or items of Materials.

ARTICLE 11 AMENDMENTS. This Agreement may be amended in writing by mutual consent of the CRCNV and the Contractor.

ARTICLE 12 "LIKE," "EQUIVALENT" AND "OR-EQUAL" ITEMS

§12.1 Whenever an item of Material is specified or described by the CRCNV in a Materials Quote Request 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. If the Contractor wishes to furnish or use a substitute item of Materials, 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 shall state the extent, if any, to which use of the proposed substitute will require adaptation of the design of the Materials or the project to accommodate use of the proposed substitute, and whether incorporation or use of the substitute in connection with the Materials is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair, and replacement service shall be indicated. The application shall 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 shall 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.

§12.2 No "like," "equivalent", "or-equal" or other substitute shall be ordered, installed, or utilized until the CRCNV's review is complete and the CRCNV has approved use of the substitute. The CRCNV's determination regarding such substitutions shall be evidenced by a written Purchase Order or completion of the Submittal review process.

ARTICLE 13 WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK

- §13.1 The Contractor warrants and guarantees to the CRCNV that all Materials will be new unless otherwise specified and approved by the Contract Administrator, and that all work will be of good quality and free from faults or defects and in accordance with the requirements of this Agreement, including those requirements that may be set forth in an executed Purchase Order. The CRCNV is entitled to reject any and all unsatisfactory, faulty or defective Materials and Materials not conforming to the requirements of the Agreement, including those set forth in an executed Purchase Order.
- §13.2 The warranty and guarantee for each item or items of Materials shall be proposed by the Contractor in its response to the CRCNV's Materials Quote Request and shall be as accepted by the CRCNV in a written Purchase Order; provided, however in no case shall the warranty and guarantee be less than twelve (12) months from the time of delivery of the Material to the CRCNV.
- §13.3 Acceptance Testing, if any, for each item or items of Materials shall be performed by the CRCNV to ensure the Materials meet or exceed the performance and/or quality requirements.
- §13.4 If the CRCNV determines, upon Acceptance Testing, or thereafter until the expiration of the warranty and guarantee period, that any Materials, or any portion thereof, is defective, the 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 shall be responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Materials, or any portion thereof. The Contract Price shall not be changed because of such correction, removal, or replacement. The CRCNV, at the CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Materials in order to facilitate removal of the Materials by the Contractor.
- §13.5 Nothing in this section concerning the correction or replacement of defective Materials shall establish 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 Agreement.

ARTICLE 14 DATA, REPORTS AND DRAWINGS

- §14.1 All data, reports, drawings and specifications provided to the Contractor by the CRCNV pursuant to this Agreement shall remain the property of the CRCNV and shall be delivered by the Contractor to the CRCNV upon completion of performance of this Agreement. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. The Contractor shall hold the CRCNV harmless with respect to any liability arising out of any unauthorized release or use of such property.

§14.2 Subject to applicable state law, neither Party shall be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but a releasing Party shall notify the other Party of the demand for information before responding to such demand.

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

ARTICLE 15 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.

ARTICLE 16 INSPECTION & AUDIT

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

§16.2 Inspection & Audit. Contractor agrees that its 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, or any other authorized state or federal auditor. All subcontracts shall reflect requirements of this Section.

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

progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

ARTICLE 17 LIQUIDATED DAMAGES

§17.1 The CRCNV and the Contractor recognize that time may be of the essence in the performance of Services under this Agreement. Under certain circumstances, the CRCNV may suffer financial loss if the Materials ordered under this Agreement are not furnished as promised by the Contractor. The Contractor also recognizes the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CRCNV if the Materials are not manufactured or delivered on time or are not acceptable to CRCNV. Accordingly, instead of requiring any such proof, the CRCNV and the Contractor agree that individual Purchase Orders may obligate the Contractor to liquidated damages for delay or provision of Materials which do not meet the specifications of the CRCNV under this Agreement (but not as a penalty). Liquidated damages, if applicable to the Materials being purchased, shall be specified in the CRCNV's Materials Quote Request and shall be as accepted by both the CRCNV and the Contractor in the executed Purchase Order.

§17.2 The CRCNV shall have the right to deduct the liquidated damages from any money in its possession, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Agreement.

ARTICLE 18 PERFORMANCE BONDS

§18.1 Contractor shall furnish a performance bond in an amount of one hundred (100) percent of the Contract Price as security for the faithful performance of all the Contractor's obligations under this Agreement. The performance bond shall be in the form prescribed by the Contract Documents and Specifications and shall be executed by a surety 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, and shall have an A.M. Best rating of not less than A- and an A.M. Best financial size category of not less than VII. A performance bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. Only a surety company authorized to do business in and having an agent for service of process in the State of Nevada shall be acceptable. The CRCNV will reimburse Contractor for the cost of the performance bond.

§18.2 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 the State of Nevada or it ceases to meet the requirements of the preceding paragraph, the Contractor shall, within ten (10) days thereafter, substitute another bond and surety, both of whom must be acceptable to the CRCNV.

ARTICLE 19 INSURANCE

§ 19.1 **General.** The Contractor shall obtain, at its own expense, all insurance as required in this section. The types of insurance to be obtained are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, Transportation, and Contractors Liability, as outlined in the following portions of this section. The Workers' Compensation, Employers' Liability and Automobile Liability insurance shall be maintained in force for the full period of this Contract. The Commercial General Liability insurance shall be maintained in force for the full period of this Contract and for one year thereafter.

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

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

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

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

§19.5 **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.

§19.5.1 Commercial General Liability – Occurrence Form

This insurance must be occurrence type written in comprehensive form and must protect the Contractor, the CRCNV and their respective representatives and agents, as named additional insureds, against all claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy must also include personal injury liability coverage, contractual liability coverage, completed operations and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property. The liability limits must be not less than:

Bodily Injury and Property Damage	\$1,000,000 combined single limit for each occurrence
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§19.5.2 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 |

The policy shall be endorsed to include the following additional insured language: “The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor”.

§19.5.3 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
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The policy shall be endorsed to include the following additional insured language: “The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

§19.5.4 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

§19.6 Contractor's Liability Insurance.

§19.6.1 Coverage. The Contractor shall purchase and maintain such liability and other insurance, including the following, as is appropriate to recover the CRCNV's loss in the event of the risk of loss of the equipment. The insurance shall provide protection from claims set forth herein which may arise out of or result from the Contractor's performance of this Agreement, whether performed or furnished by the Contractor, its subcontractors or suppliers, or by anyone directly or indirectly employed by any of them to perform this Agreement, or by anyone for whose acts any of them may be liable:

- §19.6.1.1 claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- §19.6.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- §19.6.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- §19.6.1.4 claims for damages insured by personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (ii) by any other person for any other reason;
- §19.6.1.5 claims for damages, other than to the equipment itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- §19.6.1.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

§19.7 Transportation Insurance.

§19.7.1 Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to Materials in transit to the designated location. This insurance must include the interests of the Contractor, the CRCNV, 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 shall be not be less than the full value of items exposed to risk in transit at any one time.

§19.7.2 Transportation insurance must provide for losses to be payable to the Contractor and the CRCNV 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 Materials shall remain with the Contractor until the Materials are accepted by the CRCNV at the designated location.

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

§19.8.1 On insurance policies where the State of Nevada, Colorado River Commission of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

§19.8.3 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.

§19.9 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.**

§19.10 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Nevada with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

§19.11 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.

§19.11.1 All certificates and any required endorsements are to be received and approved by the State before Work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of Work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

§19.11.2 All certificates required by this Contract shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.** The State project/contract number

and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

§19.12 Subcontractors. Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

§19.13 Industrial Insurance. The Contractor, and the Contractor's subcontractors, shall also shall procure, and maintain in force during the term of this Contract, industrial insurance as required under Nevada Industrial Insurance Act, NRS 616 and NRS 617, for all of their employees providing Services pursuant to this Contract. In the event any class of employees engaged in any Work pursuant to this Contract is not protected under the Nevada Industrial Insurance Act, then the Contractor shall provide to the CRCNV, adequate insurance coverage in a form and by an insurance carrier satisfactory to the CRCNV for the protection of such employees.

§19.14 Waiver of Subrogation. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from Work/materials/equipment performed or provided by or on behalf of the Contractor.

§19.15 Primary Insurance. In the event of any claim by a third party for loss, the insurance policies of the Contractor shall be primary insurance as respects any of the CRCNV's insurance whose insurance shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.

§19.16 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.

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

ARTICLE 20 INDEMNIFICATION

§20.1 The Contractor hereby indemnifies and holds harmless and defends the CRCNV, the State of Nevada, the Owner(s) of all property where Materials will be delivered or installed (“Property Owners”), the Southern Nevada Water Authority (“Authority”) and the Member Agencies of the Authority (“Member Agencies”), and each of their directors, officers, employees, and agents 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 or in connection with the Contractor’s conduct or performance of this Agreement, including without limitation, such claims, liability, loss, damage, cost, expense, award, fine or judgment which is attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship of materials, or design defects caused or resulting from the Contractor’s acts or omissions, including without limitation, the Contractor’s transportation and warehousing of the materials, equipment and supplies purchased by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this section 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 section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the 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 Contractor is fully insured in order to indemnify the CRCNV, the State of Nevada, the Property Owners, the Authority and the Member Agencies, and each of their directors, officers, employees, and agents pursuant to this Agreement. The Contractor shall not be relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV, the State of Nevada, the Property Owners, the Authority and the Member Agencies, and each of their directors, officers, employees, and agents nor shall the CRCNV, the State of Nevada, the Property Owners, the Authority and the Member Agencies, and each of their directors, officers, employees, and agents be liable to the Contractor or any others in the event the Contractor’s insurance fails to meet the full requirements herein.

§20.2 CRCNV’s Cumulative Rights. The indemnification purchased or required by this Agreement shall be in addition to the Contractor’s duty to perform under this Agreement and is cumulative to any other right or indemnification or contribution, which the CRCNV may have in law, equity or otherwise and shall survive the completion of the Contractor’s performance under this Agreement.

ARTICLE 21 RISK OF DELAY

§21.1 The Contractor shall accept the risk of any delays caused by the CRCNV. If the Contractor is delayed in the performance of this Agreement because of such conditions, the Contractor shall have no claim against the CRCNV for damages or contract adjustment, other than an extension of delivery date obligations established by a Purchase Order and the waiving of liquidated damages during the period occasioned by the delay.

§21.2 If the Contractor is delayed due to force majeure, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the delivery date obligations established in a Purchase Order. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a revised Purchase Order amending the delivery date obligations.

§21.3 The CRCNV reserves the right to order the Contractor to delay shipment of the Materials after delivery of an executed Purchase Order to the Contractor. If such a delay is ordered by the CRCNV in writing, the CRCNV shall reimburse the Contractor for the Contractor's costs that would not have been incurred but for the delay ordered by the CRCNV. Such costs may include reasonable storage costs, insurance and transportation to a reasonable storage facility.

ARTICLE 22 NOTICES. Any notice, demand, or request required or authorized by this Contract to be served, given or made shall be deemed properly served, given or made if delivered in person, by electronic mail or sent by certified mail, postage prepaid, to the persons specified below:

If to the Colorado River Commission:

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

If to Peak Substation Services:

Name Jason Harris
Title National Sales Manager
Address 801 1st Avenue North
Birmingham, AL 35203
Phone: 205-324-0909
Fax: 205-324-0955
Email: jharris@peaksubstation.com

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

ARTICLE 23 TERMINATION. The CRCNV may terminate this Agreement at any time, without cause, by giving the Contractor written notice at least thirty (30) days before the effective date of the termination, or, in the event of the Contractor's failure to cure its default pursuant to Section 23.1, by giving the Contractor written notice at least seven (7) days before the effective date of termination.

- §23.1 Default.** If the Contractor fails or refuses to complete its work in accordance with the requirements and limitations of this Agreement or Purchase Order, other than a failure to complete its work due to a delay caused by the CRCNV or by a force majeure, or if the Contractor fails to comply with any provision of this Agreement, the Contractor shall be in default of this Agreement. The CRCNV may serve the Contractor with a written notice of the default and the Contractor shall, within ten (10) calendar days of receipt of notice, provide evidence satisfactory to the CRCNV showing that the declared default has been corrected.
- §23.2 Failure to Perform.** Notwithstanding anything herein to the contrary and without prejudice to any other right or remedy the CRCNV may have, the CRCNV reserves the right to cancel any portion of the Contractor's performance of this Agreement that is not performed within the requirements of the Agreement. In the event of such cancellation, the CRCNV shall pay the Contractor in full for any portion of the Services and Materials that have been accepted by the CRCNV.
- §23.3 Stop Work.** If at any time the CRCNV determines the Contractor's Services or Materials to be defective, or if the Contractor fails to supply suitable Materials, the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, serve the Contractor with written notice of default pursuant to Section 23.1 and order the Contractor to stop work, or any portion thereof, until the Contractor's default is cured pursuant to Section 23.1.
- §23.4 CRCNV's Right to Take Possession of Materials and Terminate.** 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 (7) days' written notice, terminate this Agreement and take possession of all Materials delivered to the CRCNV or being warehoused by the Contractor without further compensation to the Contractor if:
- §23.4.1** the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of his creditors;
 - §23.4.2** 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;
 - §23.4.3** the Contractor repeatedly fails to supply suitable Materials in the performance of this Agreement;
 - §23.4.4** the Contractor fails to make prompt payments for labor, materials, or equipment;
 - §23.4.5** the Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Contractor's performance of this Agreement;
 - §23.4.6** the Contractor disregards the CRCNV's orders under this Agreement.

ARTICLE 24 FORCE MAJEURE Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

ARTICLE 25 ASSIGNMENT OF CONTRACT. The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRCNV. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract shall not relieve the Parties of any obligation hereunder.

ARTICLE 26 DISPUTE RESOLUTION. The CRCNV and the Contractor agree to use methods of “alternative dispute resolution,” including negotiation and mediation, instead of formal dispute resolution procedures, in order to resolve disagreements and to promote and maintain amicable working relationships between themselves. If a dispute arises between the Parties which cannot be resolved by alternative dispute resolution, either Party may seek resolution of the dispute in the Eighth Judicial District Court, Las Vegas, Nevada.

ARTICLE 27 FURTHER ASSURANCES. The Parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

ARTICLE 28 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 the Eighth Judicial District Court, Las Vegas, Nevada for enforcement of this Contract.

ARTICLE 29 HEADINGS. The section and article headings in this Agreement are included only for convenience and reference and the Parties intend that they shall be disregarded in interpreting this Agreement.

ARTICLE 30 SEVERABILITY. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

ARTICLE 31 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.

ARTICLE 32 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.

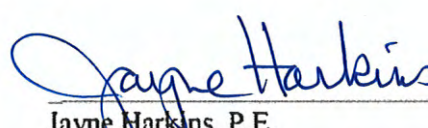
IN WITNESS WHEREOF, the CRCNV and Peak Substation Services have caused this Agreement to be executed.

PEAK SUBSTATION SERVICES

COLORADO RIVER COMMISSION
OF NEVADA

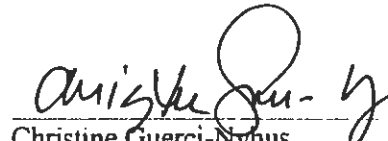


Jason M. Harris
National Sales Manager
5-25-18
Date



Jayne Harkins, P.E.
Executive Director
6/13/18
Date

Approved as to form:



Christine Guerci-Nyhus
Special Counsel
6/13/18
Date

SECTION 500
PERFORMANCE BOND

Bond No. 106939105

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

CONTRACTOR (Name and Address):

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

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

CRCNV (Name and Address):

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

CONTRACT

Date:

06/13/2018Amount: \$1,200,000.00

Description: Contract SA-18-02,
Transmission and Distribution System
Support Services, Clark County, Nevada

CONTRACTOR AS PRINCIPAL (Seal below)

Company:

Peak Substation Services, LLCSignature: Name and Title: JASON HARRISSALES MANAGERAttest: 

Name and Title: WILLIAM DAVIS
DIRECTOR OF ESTIMATION

BOND

Date (Not earlier than Contract Date):

06/26/2018Modifications to this Bond Form: none**SURETY** (Seal below)

Company:

Travelers Casualty and Surety Company of AmericaSignature: Name and Title: Jeffrey M. WilsonAttorney-in-FactAttest: 

Name and Title: Mark W. Edwards, II
Sr. Vice President



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jeffrey M. Wilson of Birmingham, Alabama** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.

State of Connecticut

City of Hartford ss.



By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **June**, 2018



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 4.4.1 After investigation, determine the amount for which it may be liable to the CRCNV and, within 30 days of Contractor receipt of CRCNV's notification of Contractor Default, 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 timely as provided in this Paragraph 4, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of an additional written notice from the CRCNV to the Surety demanding that the Surety perform its obligations under this Bond, and the CRCNV shall be entitled to enforce any remedy available to the CRCNV. If the Surety proceeds as provided in Subparagraph 4.4, and the CRCNV returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the CRCNV shall be entitled to enforce any remedy available to the CRCNV.
5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRCNV shall not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety shall not be greater than those of the CRCNV under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRCNV of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under paragraph 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety shall not be liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the CRCNV or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

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

SECTION 600 SUMMARY OF WORK

1. GENERAL

- 1.1 The CRCNV owns, operates and maintains an electric transmission and distribution system in southern Nevada, supported by a dedicated communication system.
- 1.2 The electric system consists of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, eight 69/4.16-kV substations, 32 miles of double circuit 230-kV transmission lines, 5 miles of double circuit 69-kV transmission lines, 11 miles of double circuit 69-kV underground transmission lines and related facilities. In addition, the CRCNV is responsible for the operation and maintenance of six additional substations owned by the Southern Nevada Water Authority and three substations owned by the Clark County Water Reclamation District.
- 1.3 Periodically the CRCNV requires Materials for repair, replacement and modification of its electric system.
- 1.4 Work Under This Contract.
 - 1.4.1 Provide procurement, scheduling, inspection, warehousing, and delivering activities for Materials purchased from the Contractor by the CRCNV.
 - 1.4.2 Provide submittals for Materials when required by the CRCNV for Materials purchased.
 - 1.4.3 Provide the services of manufacturer representatives when required by the CRCNV for Materials purchased.
 - 1.4.4 Deliver Materials to the location specified. All Materials shall be provided by the Contractor F.O.B. to the delivery location specified.

2. DELIVERY LOCATION

- 2.1 Delivery location for Materials purchased by the CRCNV from the Contractor shall be the Newport Substation warehouse complex, unless otherwise specified in a specific Materials Quote Request and subsequent Purchase Order issued by the CRCNV.
- 2.2 The Newport Substation warehouse complex is located at 1299 Burkholder Blvd., Henderson, Nevada 89015.

3. WORK BY CRCNV

The CRCNV will receive, offload, store, install and perform Acceptance Testing, as appropriate, for all Materials purchased by the CRCNV from the Contractor.

4. DELIVERY SCHEDULE

The Delivery requirements for Materials Purchased from the Contractor by the CRCNV shall be detailed in the CRCNV's Materials Quote Request and subsequent Purchase Order pursuant to Section 1000.

5. COPIES OF DOCUMENTS

- 5.1 After execution of the Agreement, the CRCNV will provide Contractor one set of the Contract Documents.
- 5.2 The CRCNV will provide Contractor additional copies of above documents upon Contractor's request with payment to the CRCNV for the cost of printing and delivery.

SECTION 700 SUBMITTALS

1. GENERAL INFORMATION

- 1.1 Submittals, if any, to be provided by the Contractor for the Materials shall be identified in each individual Materials Quote Request.
- 1.2 Types of Submittals.
 - 1.2.1 Informational Submittals are those technical reports, administrative submittals, certificates and guarantees required to be submitted.
 - 1.2.2 Technical reports include laboratory reports, tests, technical procedures, instruction manuals, technical records, and Contractor's design analysis.
 - 1.2.3 Administrative Submittals are those non-technical Submittals required by a Purchase Order or deemed necessary for administrative records. These submittals include maintenance agreements, Bonds, Project photographs, physical work records, statements of applicability, and copies of industry standards. Project record data, and similar type Submittals.
 - 1.2.4 Certificates and guarantees are those Submittals on Materials where a written certificate or guarantee from the manufacturer or Supplier is called for in a Purchase Order.
 - 1.2.5 Compliance Submittals are shop drawings, product data, and samples that are prepared by the Contractor and submitted by the Contractor to the CRCNV as a basis for approval. The Contractor shall not proceed with procurement of Materials affected by or related to a Compliance Submittal until the CRCNV has approved such submittal.
 - 1.2.5.1 Shop drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information.
 - 1.2.5.2 Product data includes standard printed information on materials, products and systems; not custom-prepared, other than the designation of selections from available choices.
 - 1.2.5.3 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.

1.3 Quality Requirements.

1.3.1 Contractor's submittals must be of the quality for legibility and reproduction purposes. Every line, character and letter must be clearly legible. Drawings such as reproducibles must be useable for further reproduction to yield legible hard copy.

1.3.2 Contractor documents submitted to the Contract Administrator that do not conform to these requirements shall be subject to rejection by the Contract Administrator, and upon request, the Contractor shall resubmit conforming documents. If conforming Submittals cannot be obtained, such documents must be retraced, redrawn, or photographically restored as may be necessary to meet such requirements. The Contractor's (or his Subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve Contractor (or his Subcontractors) from meeting the required schedule for submittal of shop drawings and product data.

1.4 Language and Dimensions.

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

1.4.2 Metric dimensional unit equivalents may be stated in addition to the English units.

1.5 Submittal Completeness.

1.5.1 Submittals must be complete with respect to dimensions, design criteria, materials of construction, and other information specified.

1.5.2 Where standard drawings are furnished which cover a number of variations of the general class of Material, each such drawing must be individually annotated to describe exactly which parts of the drawing apply to the Material being furnished. Such annotation must also include proper identification of the Submittal permanently attached to the drawing.

2. TRANSMITTAL

2.1 All Submittals must be submitted to the Contract Administrator by the Contractor, unless otherwise specified.

2.2 Quantity Requirements. Except as otherwise specified in a Materials Quote Request and subsequent Purchase Order, transmit all Compliance Submittals in the quantity as follows:

2.2.1 Initial Submittal – Two (2) copies to the CRCNV. One (1) copy will be returned to the Contractor.

- 2.2.2 Resubmittals – Two (2) copies to CRCNV. One (1) copy will be returned to the Contractor.
- 2.2.3 Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and its full range of color, texture, and pattern.
- 2.3 The CRCNV will review and return Compliance Submittals with appropriate notations. The CRCNV's review action stamp will appear on all Compliance Submittals of the Contractor when returned by the CRCNV. The CRCNV's acceptance of Compliance Submittals will not relieve the Contractor from his responsibility as stated in the Agreement.

SECTION 800 MANUFACTURER'S FIELD SERVICE

1. PROVISION OF MANUFACTURER'S REPRESENTATIVE

- 1.1 The CRCNV will state a requirement in the CRCNV's Materials Quote Request and in subsequent Purchase Orders for Contractor to provide a manufacturer's representative on-site during installation of the Materials .
- 1.2 If the CRCNV does not state a requirement to provide a manufacturer's representative in the CRCNV's Materials Quote Request, such service is optional by the Contractor. If the Contractor chooses to furnish the services of a manufacturer's representative when not specified in the CRCNV's Materials Quote Request, the cost of such services shall be paid for by the Contractor.
- 1.3 If CRCNV states a manufacturer's representative is required for the Materials furnished, the Contractor shall furnish the services of qualified, competent field representatives and necessary assistants for the Materials. 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.

2. SERVICES REQUIRED OF MANUFACTURER'S REPRESENTATIVE

- 2.1 The manufacturer's representative shall provide the services identified in a Materials Quote Request and subsequent Purchase Order. Such services may include:
 - 2.1.1 Observe the erection, installation, start-up, and testing of Materials.
 - 2.1.2 Instruct and guide the CRCNV in proper procedures associated with the Materials.
 - 2.1.3 Supervise the initial start-up, operational check, and any required adjustments to the Materials.
 - 2.1.4 Instruct CRCNV's designated personnel in proper operation and maintenance of all Materials.
- 2.2 The manufacturer's representative shall report to the site at times designated by CRCNV.
- 2.3 The manufacturer's representative shall be acceptable to CRCNV and shall not be changed during the installation operations without CRCNV's consent unless the field representative proves unsatisfactory to the Contractor.

SECTION 900 MATERIAL QUALITY

1. QUALITY ASSURANCE

- 1.1 Materials provided under this Agreement shall:
 - 1.1.1 Conform to applicable specifications, codes, standards, and requirements of regulatory agencies;
 - 1.1.2 Comply with the requirements of the Specifications, undamaged, and, unless otherwise indicated, be new and unused at the time of installation;
 - 1.1.3 Be 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;
 - 1.1.4 Be standard Materials. Where they are available and comply with Specifications, Contractor shall provide standard products of types that have been produced and used successfully in similar situations on other projects;
 - 1.1.5 Have continued availability. Where, because of the nature of its application, the CRCNV is likely to need replacement parts or additional amounts of the Material at a later date, either for maintenance and repair or replacement, Contractor shall provide standard Materials for which the manufacturer has published assurances that the products and its parts are likely to be available to the CRCNV at a later date; and,
 - 1.1.6 Comply with size, make, type, and quality specified, or as specifically approved in writing by the CRCNV.
- 1.2 Manufactured and Fabricated Material provided under this Agreement shall conform to the following requirements:
 - 1.2.1 Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - 1.2.2 Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 1.2.3 Two or more items of the same kind shall be identical, by the same manufacturer.
 - 1.2.4 Materials shall be suitable for service conditions intended.

- 1.2.5 Capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

SECTION 1000 MATERIAL HANDLING

1. TRANSPORTATION AND HANDLING

- 1.1 Shipment Preparation. The Contractor shall prepare Materials 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 shall include the following:
 - 1.1.1 Crates or other suitable packaging materials.
 - 1.1.2 Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.
 - 1.1.3 Suitable rust-preventative compound on exposed machined surfaces and unpainted iron and steel.
 - 1.1.4 Grease packing or oil lubrication in all bearings and similar items.
- 1.2 Marking. The Contractor shall tag or mark each item of Material with the Purchase Order number, contract number, and bill of material item number as identified in the Purchase Order 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. Mark partial deliveries of component parts to identify the Materials, to permit easy accumulation of parts, and to facilitate assembly
- 1.3 Bills of Material. The Contractor shall mail bills of material to the Contract Administrator prior to delivery of each shipment and shall include bills of material with each shipment.
- 1.4 Transportation. The Contractor shall deliver all Materials by truck.

2. DELIVERY

- 2.1 The Contractor shall furnish the Contract Administrator all requirements for unloading and handling of Materials upon delivery sufficiently in advance to allow the CRCNV sufficient preparation time. Include type and capacity of unloading equipment required as applicable.

- 2.2 The Contractor shall notify the Contract Administrator at least two (2) weeks in advance of any delivery date, and shall not make any shipments without written approval.
- 2.3 No delivery will be approved until proper Submittals pertaining to storage and installation have been received and accepted.
- 2.4 Any items shipped without prior notification and written 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 there from.
- 2.5 The Contractor shall notify the Contract Administrator by telephone at least 24-hours in advance of the anticipated arrival of Materials at the delivery location. The Contact telephone number shall be as identified in Purchase Orders.
- 2.6 Upon arrival, the CRCNV shall receive and check Materials. The CRCNV shall either accept, unload, inventory, and store Materials delivered to the specified location in accordance with proper notice; or the CRCNV shall reject Materials.
 - 2.6.1 Materials arriving at the delivery location that are damaged, not in original containers or packaging, or with identifying labels missing may be rejected by the CRCNV and receipt thereof refused. Cost of demurrage and return transportation shall be borne by the Contractor.

3. CRCNV REQUESTED DELAY IN DELIVERY

- 3.1 If written order by the CRCNV delays any shipment for more than thirty (30) days after the time set forth in the Purchase Order, the CRCNV will pay the Contractor for storage at a rate to be mutually agreed upon at that time. Time of storage will be figured from thirty (30) days after the later of the dates defined above to receipt of the Contractor's certified statement of the actual shipping date.
- 3.2 Items stored by the Contractor, as provided herein, shall be protected by the Contractor with fire and extended coverage insurance endorsed to include the so-called "All Risks" coverage endorsements to the full value of the items stored and a satisfactory certificate proving protection for the CRCNV shall be delivered to the CRCNV. The cost of such insurance shall be included with the rate charged for storage.

4. STORAGE AND PROTECTION

- 4.1 The Contractor will furnish the Contract Administrator all requirements for storage and protection of all Materials sufficiently in advance of delivery to allow the CRCNV sufficient preparation time.

4.2 The CRCNV will furnish all facilities needed for storage of Materials.

4.3 The CRCNV will assume responsibility for and protect all Materials in accordance with the Contractor's recommendations.

5. MATERIAL RESTOCKING

5.1 The CRCNV shall be entitled to return extra or unused Materials purchased under this Agreement, excluding custom manufactured items, for a period of up to one year following the CRCNV's receipt of the Materials. The CRCNV shall pay all freight and transportation costs for Materials to be restocked. The Contractor shall refund the CRCNV's purchase price, less the service fee and less the Contractor's restocking fee, not to exceed fifteen percent (15%) of the purchase price for the returned Materials.

SECTION 1100 MATERIAL ORDERING PROCEDURES

1. MATERIALS QUOTE REQUEST

1.1 Whenever the CRCNV wishes to purchase Materials under this Agreement, the Contract Administrator shall provide the Contractor with a Materials Quote Request.

1.2 The Materials Quote Request shall be made in writing and shall contain the following information:

1.2.1 A description of the Materials required.

1.2.2 The quantity of the Materials to be purchased.

1.2.3 The required delivery date for the Materials.

1.3 In addition, the Materials Quote Request may contain the following supplemental information as deemed appropriate by the CRCNV:

1.3.1 Submittals to be provided by the Contractor, including Compliance Submittals to be provided before procurement of the Materials by the Contractor.

1.3.2 The minimum terms for the warranty, if different than that specified in the Agreement.

1.3.3 The delivery location for the Materials, if different than that specified in the Agreement.

1.3.4 Special packaging requirements for the Materials, if different than that specified in the Agreement.

1.3.5 Liquidated damages associated with the delivery of the Materials, if any.

1.3.6 Any other information necessary for the Contractor to fully respond to the CRCNV's request.

2. CONTRACTOR'S PROPOSAL

2.1 Within five (5) working days after receipt of a Materials Quote Request, unless indicated otherwise in the Materials Quote Request, the Contractor shall provide a written response to the CRCNV's Materials Quote Request.

2.2 The Contractor's response may be submitted to the Contract Administrator by mail, special delivery, facsimile or electronic mail. Quotes provided by mail or special delivery shall be postage prepaid. Quotes initially provided by electronic mail by the due date shall also be submitted by mail.

2.3 Contractor quotes shall be signed by the Contractor's Representative.

2.4 Contractor quotes shall provide all information requested in the CRCNV's Materials Quote Request, and shall explicitly state any proposed deviation or exception to the requirements of the CRCNV.

2.5 Prices quoted in a Contractor's quote shall be firm for a minimum of ninety (90) days following submission of the quote to the CRCNV.

3. PURCHASE ORDERS

3.1 Based upon the Contractor's quote, the CRCNV shall decide to purchase all, none, or some portion of the Materials from the Contractor; and the CRCNV shall notify the Contractor of this intent.

3.2 If the CRCNV elects to purchase all or some portion of the Materials from the Contractor, the CRCNV shall issue a Purchase Order to the Contractor for the items to be purchased.

3.3 Purchase Orders shall specify the conditions of the Material purchase. Conditions established by this Agreement shall apply to all Purchase Orders and shall not be restated in a Purchase Order. Conditions established by the CRCNV's Materials Quote Request and the Contractor's quote may be incorporated by reference in the Purchase Order.

3.4 Purchase Orders shall be signed by the Contract Administrator.

3.5 The CRCNV retains the right to purchase some, all or none of the Materials from vendors, suppliers, distributors or contractors other than Contractor.