

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF MAY 14, 2019**

SUBJECT:

Conformance to Open Meeting Law.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF MAY 14, 2019**

SUBJECT:

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF MAY 14, 2019**

SUBJECT:

For Possible Action: Approval of minutes of the March 12, 2019 meeting.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends the Commission approve the minutes of the March 12, 2019 meeting.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the March 12, 2019 meeting is enclosed for your review.

The Colorado River Commission of Nevada meeting was held at 1:30 p.m. on Tuesday, March 12, 2019 at the Clark County Government Center in the Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nv 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman
Commissioner
Commissioner
Commissioner
Commissioner

Puoy Premsrirut
Marilyn Kirkpatrick
John F. Marz
Cody T. Winterton
Dan H. Stewart

COMMISSIONERS IN ATTENDANCE VIA TELEPHONE

Vice Chairwoman

Kara J. Kelley

COMMISSIONER(S) NOT IN ATTENDANCE

Commissioner

James B. Gibson

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General
Special Counsel, Attorney General

Christine Guerci
Jennifer Crandell

COMMISSION STAFF IN ATTENDANCE

Executive Director/Deputy Executive Director
Chief of Finance and Administration
Assistant Director of Engineering and Operations
Assistant Director of Energy Services
Manager, Hydropower Program
Natural Resources Program Manager
Natural Resource Analyst
Natural Resource Analyst
Senior Energy Accountant
Senior Energy Accountant
Office Manager
Administrative Assistant III
Administrative Assistant II
Administrative Assistant II

Eric Witkoski
Douglas N. Beatty
Bob Reese
Gail Bates
Craig N. Pyper
Angela K. Slaughter
Peggy Roefer
Warren Turkett, Ph.D.
Gail L. Benton
Richard M. Sanders
Gina L. Goodman
Kristina Perry
LaTerria Graves
Joshua Cleveland

OTHERS PRESENT; REPRESENTING

Overton Power District
Overton Power District
Self
Southern Nevada Water Authority

Mendis Cooper
Terry Romero
Aleta Dupree
Mitch Bishop

**COLORADO RIVER COMMISSION OF NEVADA
MEETING OF MARCH 12, 2019**

INDEX

<u>Agenda Item</u>	<u>Subject</u>	<u>Page No.</u>
A.	Conformance to Open Meeting Law	1
B.	Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken)	1
C.	<i>For Possible Action:</i> Approval of minutes of the February 12, 2019 meeting.....	1
D.	<i>For Possible Action:</i> Consideration of and possible action to appoint Deputy Executive Director Eric Witkoski as Executive Director of the Commission or to continue or modify the search for an Executive Director	1
E.	<i>For Possible Action:</i> Consideration of and possible action to approve a Joint Planning Agreement between Western Area Power Administration-Desert Southwest Region (“WAPA-DSW”) and its contractors, including the Colorado River Commission of Nevada, that receive transmission service over the Parker-Davis Project and/or Pacific Northwest-Pacific Southwest Intertie Project.....	2
F.	<i>For Possible Action:</i> Consideration of and possible action to approve Amendment No. 1 to Contract No. SA-15-02 for an additional four years for Substation Automation System Support Services between Schneider Electric USA, Inc. and the Commission.....	3
G.	<i>For Possible Action:</i> Consideration of and possible action to approve Amendment No. 2 to Contract SA-12-01 for a three-year extension and add an amount of \$100,000 for Substation Automation System Support Services between Schweitzer Engineering Laboratories, Inc., and the Commission.	3
H.	<i>For Possible Action:</i> Consideration of and possible action to approve Amendment No. 2 to Contract No. SA-12-02 for a three-year extension and add an amount of \$100,000 for Substation Automation System Support Services between Survalent Technology Corporation and the Commission	3

**COLORADO RIVER COMMISSION OF NEVADA
MEETING OF MARCH 12, 2019**

INDEX (CONTINUED)

<u>Agenda Item</u>	<u>Subject</u>	<u>Page No.</u>
I.	<i>For Information Only:</i> Update on the activities of the Financial and Audit Subcommittee.....	6
J.	<i>For Information Only:</i> Status Update on 2019 Legislative Session and related Budget.	6
K.	<i>For Information Only:</i> Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.....	7
L.	<i>For Information Only:</i> Status update from Staff on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, the drought contingency plan, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River	8
M.	Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)	9
N.	Comments and questions from the Commission members	9
O.	Selection of the next possible meeting date	9
P.	Adjournment.....	9

The Colorado River Commission of Nevada meeting was called to order by Chairwoman Premsrirut at 1:36 p.m. followed by the pledge of allegiance.

A. Conformance to Open Meeting Law.

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

B. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

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

C. For Possible Action: Approval of minutes of the February 12, 2019 meeting.

Commissioner Stewart moved for approval of the minutes. The motion was seconded by Commissioner Winterton and approved by a unanimous vote.

D. For Possible Action: Consideration of and possible action to appoint Deputy Executive Director Eric Witkoski as Executive Director of the Commission or to continue or modify the search for an Executive Director.

At the February 12, 2019 meeting of the Colorado River Commission of Nevada (Commission,) Staff was directed to allow a two-week period for internal candidates for the Executive Director position to provide a resume for the Commission to consider. At the conclusion of the two-week period, only one resume had been provided. Eric Witkoski, the current Deputy Executive Director provided a resume and letter of interest as requested. No other internal candidates responded.

Chairwoman Premsrirut asked the Commission if they would find it appropriate to continue searching for applicants or proceed with Mr. Witkoski's interview.

Commissioner Winterton thought the Commission should have 30 days to have a subcommittee created to interview the applicant to see if he qualifies for the position.

Special Counsel Jennifer Crandell explained that the Open Meeting Law allows the Commission to meet with the applicant one-on-one to learn more about them but cannot conduct the interview in private, it must be public; in a similar setting as this meeting.

Commissioner Winterton stated that it is very important for it to be an open interview.

Commissioner Stewart asked why the interview could not be conducted as a briefing.

Ms. Crandell stated that one can have a briefing between two people.

Commissioner Kirkpatrick wanted to know if an interview could be held today.

Ms. Crandell confirmed that the candidate could be interviewed today.

Special Counsel Christine Guerri added that if the candidate agreed with conducting the interview, it is legal.

The Commissioners agreed to conduct the interview.

Commissioner Winterton moved for Eric Witkoski to be interviewed on March 12, 2019 during the March Commission meeting. The motion was seconded by Commissioner Stewart and approved by a unanimous vote.

Mr. Witkoski accepted the interview.

An interview was conducted by the Commission wherein Mr. Witkoski outlined his experience and his vision for the agency.

Commissioner Kirkpatrick moved to appoint Mr. Eric Witkoski as Executive Director of the Colorado River Commission of Nevada. The motion was seconded by Commissioner Stewart and approved by unanimous vote.

E. *For Possible Action:* Consideration of and possible action to approve a Joint Planning Agreement between Western Area Power Administration-Desert Southwest Region (“WAPA-DSW”) and its contractors, including the Colorado River Commission of Nevada, that receive transmission service over the Parker-Davis Project and/or Pacific Northwest-Pacific Southwest Intertie Project.

WAPA-DSW provides transmission service to certain of its contractors over the DSW Transmission Systems. WAPA-DSW receives prepayments from its customers for firm transmission service which are used to fund construction projects and operation and maintenance activities. WAPA-DSW and certain contractors, including the Commission, are also parties to a Memorandum of Understanding (“MOU”) pursuant to which the contractors that prepay for transmission service over the DSW Transmission Systems vote on the use of prepayment monies to fund construction projects.

Prior to the development of the Joint Planning Agreement (JPA), the contractors, including the Commission, were parties to a Joint Planning Principles Agreement which called for the negotiation of a contract to formalize the agreed-upon principles. The JPA replaces the Joint Planning Principles Agreement and

attempts to memorialize a process for sharing information and collaborating on issues that materially impact the DSW Transmission Systems. More specifically, the JPA provides a framework for WAPA-DSW to provide pertinent materials and opportunities for input and recommendations regarding construction projects, operation and maintenance activities, budget development and execution review, transmission planning, and rate impact assessments.

Staff recommends that the Commission authorize the Deputy Executive Director to execute the JPA.

Executive Director Eric Witkoski commended Ms. Gail Bates and Ms. Guerri as they worked hard on this item.

Commissioner Stewart moved for approval of a Joint Planning Agreement. The motion was seconded by Commissioner Kirkpatrick and approved by a unanimous vote.

F. For Possible Action: Consideration of and possible action to approve Amendment No. 1 to Contract No. SA-15-02 for an additional four years for Substation Automation System Support Services between Schneider Electric USA, Inc. and the Commission.

G. For Possible Action: Consideration of and possible action to approve Amendment No. 2 to Contract SA-12-01 for a three-year extension and add an amount of \$100,000 for Substation Automation System Support Services between Schweitzer Engineering Laboratories, Inc., and the Commission.

H. For Possible Action: Consideration of and possible action to approve Amendment No. 2 to Contract No. SA-12-02 for a three-year extension and add an amount of \$100,000 for Substation Automation System Support Services between Survalent Technology Corporation and the Commission.

Mr. Witkoski suggested that items F, G and H be introduced together because of their relation to each other.

Chairwoman Premisrirt approved of the request.

Assistant Director of Engineering and Operations Bob Reese explained, the Commission owns, operates and maintains seventeen high-voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project. In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

Schneider Electric USA Inc.

On June 9, 2015, the Commission entered into a contract to provide systems support services for a business enterprise system that allows the Commission and

its customers who receive electric service from the Commission facilities, to manage the procurement of electric energy, including scheduling and accounting, more efficiently by the rapid dissemination of real-time metering data. These support services included programming, troubleshooting and modifying software and hardware associated with the energy meters and software as required for routine operation and maintenance.

Due to the proprietary nature of the meters and software used in the Power Delivery facilities, Staff initiated a Solicitation Waiver process in accordance with Nevada State Purchasing guidelines.

The Nevada State Purchasing Solicitation Waiver or Sole Source process omits the Request for Proposals process when, as in this instance, proprietary hardware and software are involved. As noted in the Solicitation Waiver, "Selecting another vendor would require removing and replacing 100+ meters and the operating software, which is not operationally or economically feasible, and the Commission's metering and data collection system would no longer be compatible with the local utility, NV Energy." The Solicitation Waiver #140902 was approved by the Administrator of the Nevada State Purchasing Division.

Amendment No. 1 to Contract SA-15-02 for Commission consideration today with Schneider Electric USA, Inc. (Schneider Electric) is an enabling-type contract that allows the Commission's operation and maintenance Staff to receive support from Schneider on an as-needed basis for certain tasks and software support. Work under the agreement will be authorized by Commission Staff as needed through the development and execution of written task authorizations.

The amendment proposes to retain the services of Schneider Electric for a four-year extension, not to exceed the previously approved total amount of \$350,000¹, upon Board of Examiners' approval, anticipated to be May 14, 2019. The total combined value of task authorizations under this agreement shall not exceed \$350,000 over the term of the contract.

Schweitzer Engineering Laboratories, Inc.

The Power Delivery Project's existing substation supervisory control and data acquisition system (SCADA) is separated into two key components: the automation system and the business enterprise system. The automation system is required for the Commission to operate its transmission and distribution facilities, monitor equipment status and to respond to operational events in providing electric services to its customers including the Southern Nevada Water Authority, the Clark County Water Reclamation District, and the Basic Substation Project.

The services of an outside vendor are needed from time-to-time for the routine operation and maintenance of the system such as troubleshooting, programming and modifying the computer systems associated with the automation system.

¹ The amount listed was originally \$575,000, but Mr. Reese corrected the amount to \$350,000 per the contract.

These services include updating of Human-Machine Interface (HMI) screens or updates utilizing the installed software on the system development node and updating those HMI screens to operating nodes; updating communication processor settings; updating substation automation system database and set points; troubleshooting from remote locations; and, restoration of the automation system in the event software or a server is temporarily or permanently rendered inoperable.

On June 12, 2012, the Commission approved Contract No. SA-12-01 with Schweitzer Engineering Laboratories, Inc. (Schweitzer) to provide the above-mentioned services. Amendment No. 1 was approved on April 27, 2015, extending the term of the contract for an additional four years to June 30, 2019 and increased the contract amount by \$250,000 to a not-to-exceed total of \$475,000 over the term of the contract.

Staff anticipates the continued need for these substation automation system support services, and therefore, asks the Commission to approve Amendment No. 2 to the contract with Schweitzer, in order to enable the Commission and its electric customers to continue to benefit from Schweitzer's proprietary software and to avoid the additional costs that would result from obtaining these services from a different contractor. Amendment No. 2 will extend the contract for an additional three years to June 30, 2022 and increases the contract amount by \$100,000 to a not to exceed total of \$575,000 over the term of the contract.

The contract with Schweitzer is an enabling type of contract which allows the Commission to use none or all of the services listed above. The work is authorized on an individual task basis. If the Commission requires the company to perform work, a "Task Authorization" is prepared and submitted for approval. A task authorization must contain a description of the work to be performed, a list of deliverables, a schedule for completing the assignment and a budget for the task.

Survalent Technology Corporation

On May 5, 2012, the Commission approved Contract No. SA-12-02 with Survalent Technology Corporation (Survalent) to provide the above-mentioned services. Amendment No. 1 was approved on March 11, 2015, extending the term of the contract for an additional four years to May 31, 2019 and increased the contract amount by \$250,000 to a not-to-exceed total of \$475,000 over the term of the contract.

Staff anticipates the continued need for these substation automation system support services, and therefore, asks the Commission to approve Amendment No. 2 to the contract with Survalent in order to enable the Commission and its electric customers to continue to benefit from Survalent proprietary software and to avoid the additional costs that would result from obtaining these services from a different contractor. Therefore, Amendment No. 2, presented today for approval, will extend the contract for an additional three years to June 30, 2022 and increases the contract amount by \$100,000 to a not to exceed total of \$575,000 over the term of the contract.

The contract with Survalent is an enabling type of contract which allows the Commission to use none or all of the services listed above. The work is authorized on an individual task basis. If the Commission requires the company to perform work, a "Task Authorization" is prepared and submitted for approval. A task authorization must contain a description of the work to be performed, a list of deliverables, a schedule for completing the assignment and a budget for the task.

Discussion for Items F, G and H was presented together

Commissioner Stewart asked why staff is adding \$100,000 to Contract SA-12-01 and to Contract SA 12-02. Commissioner Stewart noted that \$575,000 is being requested for all three contracts.

Assistant Director of Engineering and Operations Bob Reese explained that there was an error in the amount for the first contract, Item H (Schneider.) The correct amount was \$350,000. The Schneider contract is an extension-only contract extending it four years. No additional funds are being allocated to the contract with Schneider. The other two contracts with Schweitzer and Survalent are being amended and an amount of \$100,000 is being added to each of those two contracts and extended for an additional three years.

Commissioner Stewart asked why the department needs a buffer for the Schneider contract, and how these changes will affect the accounting.

Mr. Reese replied that the contracts are task-driven. Funds would only be used when needed. Failure or replacements are hard to foresee, so a buffer is added in case of emergency as it takes time to replace infrastructure, and Staff wants to be timely for Commission customers.

Chief of Finance and Administration Douglas Beatty explained that the budget is determined on a five-year basis and uses the highest projected amount, making sure the Commission is prepared for these kinds of emergencies or changes.

Commissioner Stewart moved for approval of agenda items F, G and H. The motion was seconded by Commissioner Kirkpatrick and approved by a unanimous vote.

I. <i>For Information Only:</i> Update on the activities of the Financial and Audit Subcommittee.
--

There were no updates at this time.

J. <i>For Information Only:</i> Status Update on 2019 Legislative Session and related Budget.
--

Mr. Witkoski explained that there will be a presentation made to the Assembly Growth and Infrastructure Committee on March 14, 2019. Staff would have twenty

minutes to present a PowerPoint regarding an overview of the Commission. There is also a budget hearing scheduled to present the Commission budget and obtain legislative approval on March 29, 2019.

Additionally, Mr. Witkoski explained that Senate Bill 76 was put in place in the event Ballot Question 3 of the November 6, 2018 election passed. As the question did not pass, the bill is no longer needed, and Staff has decided to let the bill die.

Commissioner Kirkpatrick asked Staff to send a letter stating that the Commission requests that Senate Bill 76 not be placed for a hearing or be utilized.

<p>K. <i>For Information Only:</i> Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.</p>

Ms. Guerri updated the Commission on the following:

FERC Docket No. EL18-200

The Commission previously filed a document less intervention in this matter.

In its Petition to FERC, Jacksonville Electric Authority asked FERC to declare that it has jurisdiction over its Purchase Power Agreement (and the transactions therein) under the Federal Power Act even though the Municipal Electric Authority of Georgia and Jacksonville Electric are each exempt from regulation by FERC as 'public utilities'.

Among other arguments, Jacksonville asserted that FERC has exclusive jurisdiction over interstate transmission and wholesale sales of electricity, regardless of the entities involved. It also argued that FERC is required in this situation to exercise jurisdiction to avoid a "regulatory gap" relating to sales under the PPA because the sales at issue are not regulated by the Georgia Public Service Commission.

The Commission intervened because the request of the JEA to have FERC assert its jurisdiction over exempt public utilities due to a purported "regulatory gap", could have far reaching impacts.

On February 21, 2019, FERC issued its order denying the Petition due to a lack of jurisdiction over the PPA.

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

Ms. Crandell informed the Commission that the Metropolitan Water District passed a resolution to undertake all of California's responsibility to make Drought Contingency Plan (DCP) contributions. Imperial Irrigation District (IID) no longer has to create DCP but may join the agreements at a later time.

Commissioner Stewart asked what may motivate Imperial to make the decision to join the agreements later.

Ms. Crandell explained that there are incentives in place. If IID had voted for the plan, they could draw their Intentionally Created Surplus (ICS) water during a shortage, but because they did not join in the agreements, they will be under the 2007 plan and cannot access ICS water during a shortage. There is a way to add to the contracts later by written agreement from all the existing parties.

Chairwoman Premsrirut applauded Ms. Crandell on all the work she has done on this matter.

Hydrology Update

Natural Resources Analyst Dr. Warren Turkett gave a status update on the hydrologic conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, and other developments on the Colorado River.

- Summary of Lake Powell, Lake Mead, and Nevada Water Supply
- Precipitation and Temperature
- Upper Basin Snowpack Accumulation
- Water Use in Southern Nevada
- Unregulated Inflow, Current and Projected Reservoir Status

Commissioner Stewart stated that one month does not make up for a 20 year down-turn. He then asked if Southern Nevada Water Authority and other entities were still working to continue conservation.

Ms. Crandell explained that we've been in a 20-year drought, had a really great year of precipitation and conservation in 2011, like this year, but it will not take the Basin out of a drought. She stated that everyone knows the severity of the issue and no one is letting up.

Dr. Turkett stated that the conservation in Lake Mead takes roughly 83,000-acre feet to equal one foot, so it requires a lot of conservation.

A copy of the hydrology report was attached and made a part of the minutes. See Attachment A.

M. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

Chairwoman Premsrirut asked if there were any comments or questions from the public.

Aleta Dupree stated that it is important to understand that hydropower is for the people. Dupree uses electricity which cost about 4.5 cents per kWh and said that it was sold to NV Energy for 2.75 cents per kWh. Dupree stands behind Chapter 704B - Providers of new Electric Resources. Their home is all electric and they live by simple means with a disability but is still a person. Dupree asked the Commission that when determining what to do with the kWh, to think about the people.

Chairwoman Premsrirut thanked Dupree and asked if there were any other comments or questions from the public. There were none.

N. Comments and questions from the Commission members.

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

O. Selection of next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, April 9, 2019 at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.

P. Adjournment.

The meeting was adjourned at 2:45 pm.

Eric Witkoski, Executive Director

APPROVED:

Puoy Premsrirut, Chairwoman

Colorado River Commission of Nevada

Hydrology and Water Use Update March 12, 2019



Summary

Lake Powell

- Water Year 2019 Upper Basin snowpack is 132% of average.
- Water Year 2019 Upper Basin cumulative precipitation is 123% of average.
- Water Year 2019 unregulated inflow is forecasted at 92% of average.

Lake Mead

- Lake Mead is projected to decrease about 18 feet by end of calendar year.
- A Lower Basin shortage is projected for Water Year 2020, but recent snowpack could change projection.

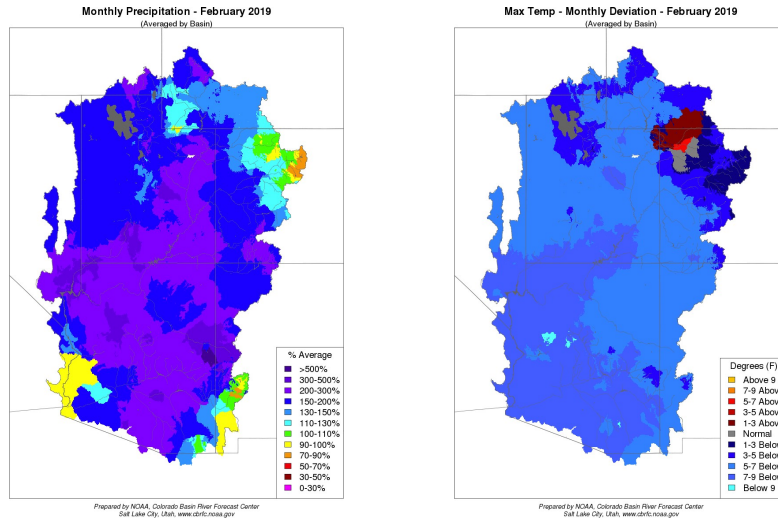
Nevada Water Supply

- Southern Nevada has 7 years of water supply banked.
- **In 2017, Southern Nevada used 19% less than its annual allocation.**

Storage	Elevation (f)	% Capacity	Change since last year
Lake Mead	1,089.2	41%	1.0 ft
Lake Powell	3,571.1	38%	- 43.7 ft

Data retrieved March 11th, 2019

Precipitation and Temperature

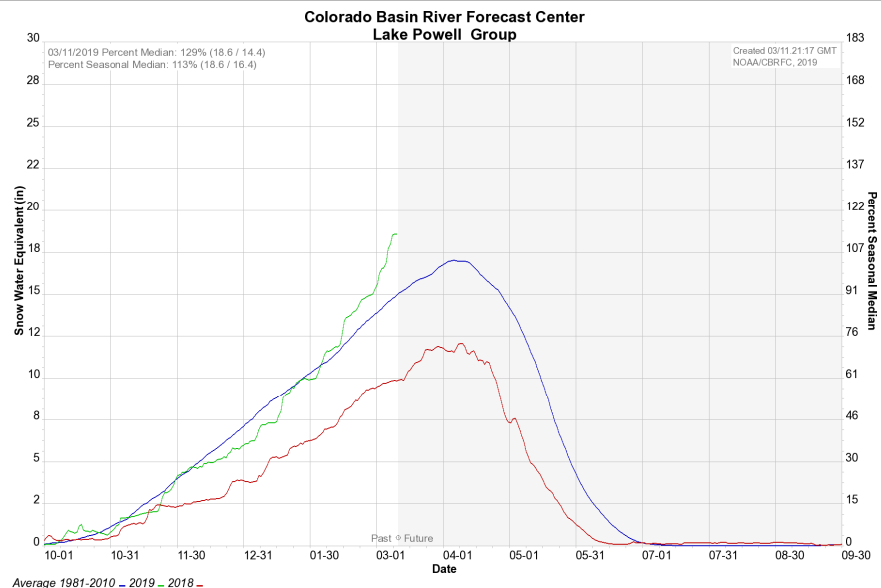


Above Lake Powell February precipitation: 148% Fabulous February!!

3

Upper Basin Snowpack Accumulation

October 1st, 2018 to March 11th, 2019



4

Unregulated Inflow, Current and Projected Reservoir Status

Projected unregulated inflow to Lake Powell	Acre-Feet	% Average
Water Year 2019	9,932,000	92%
April thru July 2019	7,300,000	102%

Reservoir	Current Elevation	Current Storage Acre-Feet	Current % Capacity	Projected Elevation on 1/1/2020 ¹
Lake Mead	1,089.2	10,702,000	41%	1,071.6
Lake Powell	3,571.1	9,232,000	38%	3,572.2

Data retrieved March 11th, 2019

¹ Based on Reclamation's February 2019 24 Month Study.

5

Water Use In Southern Nevada

Southern Nevada Water Use	2017 Actual Use in Acre-Feet
Nevada Annual Allocation	300,000
Diversion	470,271
Return Flows	226,846
Consumptive Use	243,425
Unused Allocation Available for Banking	56,575 (19%)

Southern Nevada Water Use	Diversions	Return Flows	Consumptive Use
January 2019	29,275	20,741	8,533

Banked Water (through end of 2017)	Acre-Feet
Ground Water Recharge in So. Nevada	359,045
Banked in Lake Mead	582,313
Banked in California and Arizona	931,226
Total	1,872,584

6

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF MAY 14, 2019

SUBJECT:

For Possible Action: Consideration of and possible action to approve a four-year Contract SA-19-01 in the total amount of \$266,280 for Substation Insulator Cleaning Services between Energized Substation Maintenance, Inc., and the Commission.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends the Commission award Contract No. SA-19-01 to Energized Substation Maintenance, Inc., and authorize the Executive Director to sign it on behalf of the Commission.

FISCAL IMPACT:

Approval of the contract as recommended will result in expenditures not-to-exceed \$266,280 over the term of the contract.

STAFF COMMENTS AND BACKGROUND:

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

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

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

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

On February 25, 2019 Contract No. SA-19-01 for Substation Insulator Cleaning Services was released for bid. By bid closing on April 15, 2019, the Commission had received one bid. The bid amount is shown below.

Bidder Name	Bid Amount
Energized Substation Maintenance, Inc.	\$266,280.00

AGENDA ITEM D (CONTINUED)

STAFF COMMENTS AND BACKGROUND:

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

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

Staff's evaluation confirmed that the bid from Energized Substation Maintenance, Inc., was the lowest responsive bid. No Nevada companies submitted bids. Staff therefore recommends award of Contract No. SA-19-01 to Energized Substation Maintenance, Inc.

Staff is requesting contract authority of \$292,908 which includes a 10 percent contingency for quantity adjustments and change orders.

A copy of the contract is attached for review.



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

Contract No. SA-19-01

SUBSTATION INSULATOR CLEANING SERVICES

**Energized Substation Maintenance, Inc.
P.O. Box 2345
Apple Valley, CA 92307**

For Award
May 14, 2019

**CONTRACT SA-19-01
SUBSTATION INSULATOR CLEANING SERVICES**

TABLE OF CONTENTS

<u>Item</u>	<u>Section</u>
Request for Proposal.....	100
Proposal Instructions	200
Request for Proposal Form	300
Qualification Statement	310
Bid Addendum.....	320
Bid Clarification	330
Contractor's Bid Data	340
Disclosure of Ownership/Principals Form.....	350
Contract No. SA-19-01—Substation Insulator Cleaning Services.....	400
Performance Bond	500
Summary of the Work	600
Submittals	700
Environmental Compliance	800
Site Conditions and Requirements.....	900
Safety and Protection	1000
Insulator Cleaning.....	1100
Reference Drawings.....	Confidential Appendix

SECTION 100
REQUEST FOR PROPOSALS ("RFP")

1. NOTICE

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

2. QUESTIONS REGARDING REQUEST FOR PROPOSAL

Questions concerning this Request for Proposal should be directed to:

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

3. SITE VISIT

The weeks of March 12, 2019 through March 26, 2019 has been reserved by the CRCNV to conduct onsite tours of the substation facilities for potential Proponents. An onsite tour is mandatory for Proponents intending to respond to this Request for Proposals. Tours will be conducted individually and arranged on a first-come, first-served basis. Tours may be arranged by contacting Mr. Reese at the telephone number indicated above.

4. PRICING AND SECURITY

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

5. DUE DATE

Proposals submitted in response to this Request for Proposal must be received by **2:00 p.m., Pacific Standard Time, April 15, 2019**, at the location designated in Section 200.

SECTION 200 PROPOSAL INSTRUCTIONS

1. QUALIFICATIONS

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

2. NEVADA LICENSE REQUIREMENTS

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

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

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

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

4. PROPOSAL FORM

The Proposal Form is found in Section 300.

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign for the

corporation). Proposals by partnerships must be executed in the partnership name and signed by a partner. Proposals by joint ventures must be signed by each participant in the joint venture or by a representative of the joint venture accompanied by evidence of authority to sign for the joint venture.

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

5. SUBCONTRACTORS

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

6. BID SECURITY

Bid security is not required.

7. PROPOSALS AS PUBLIC RECORDS

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

8. SUBMISSION OF PROPOSALS

Proposals must be submitted by **2:00 p.m., Pacific Standard Time, April 15, 2019**, or as modified by Addendum. Proponents must submit one original and two copies in a sealed envelope clearly marked **"CONFIDENTIAL; REQUEST FOR PROPOSAL—CONTRACT NO. SA-19-01"** with the name and address of Proponent.

Proposals should be mailed, or hand delivered to:

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

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

9. AWARD OF CONTRACT

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

10. SIGNING OF AGREEMENT

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

11. TAXES

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

12. PREVAILING WAGE RATES

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

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

**SECTION 300
PROPOSAL FORM**

CONTRACT IDENTIFICATION:

Colorado River Commission of Nevada
Substation Insulator Cleaning Services
Contract No. SA-19-01

THIS PROPOSAL IS SUBMITTED BY:

Energized Substation Maintenance, Inc.

(Proponent)

THIS PROPOSAL IS SUBMITTED AS FOLLOWS:

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

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

1. Proposal envelope should be clearly marked, "CONFIDENTIAL; REQUEST FOR PROPOSAL—CONTRACT NO. SA-19-01".
2. The undersigned Proponent proposes and agrees to enter into the Agreement with CRCNV for Substation Insulator Cleaning Services, which is set forth in Section 400.
3. Proponent accepts all of the terms and conditions contained in this Agreement, including without limitation those dealing with the disposition of security. This Proposal shall remain subject to acceptance by the CRCNV for ninety (90) days after the day it is received by the CRCNV. CRCNV shall, within ninety (90) days after the date of opening Proposals, notify the successful Proponent by a notice of award in writing. Proponent shall sign and submit the Agreement with the Bond and other documents required by the Agreement within fifteen (15) days after the date of CRCNV's notice of award.
4. In submitting this Proposal, Proponent represents that:
 - (a) Proponent has visited the substation sites and become familiar with and satisfied itself as to the general, local, site, labor and working conditions that may affect cost, progress, performance, and completion of the services.
 - (b) Proponent has examined copies of the Request for Proposals and all the documents contained therein, and copies of the following Addenda (receipt of which is hereby acknowledged):

No.	SA-19-01	Dated:	March 4, 2019
-----	----------	--------	---------------

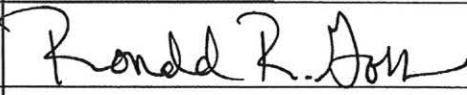
- (c) Proponent is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect the cost, progress, performance, and furnishing of the services. If awarded the Agreement, Proponent agrees to comply with all federal, state, municipal laws, codes or regulations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

Substation	Item	Year of Work	Est. Quantity	Unit Price	Extended Price
CRCNV No. 1	Insulator Cleaning	2019	2	\$ 10,650.00	\$ 21,300.00
CRCNV No. 2	Insulator Cleaning	2019	2	\$ 10,350.00	\$ 20,700.00

CRCNV No. 3	Insulator Cleaning	2019	2	10,650.00	21,300.00
CRCNV No. 1	Insulator Cleaning	2020	2	\$ 11,190.00	\$ 22,380.00
CRCNV No. 2	Insulator Cleaning	2020	2	10,890.00	21,780.00
CRCNV No. 3	Insulator Cleaning	2020	2	11,190.00	22,380.00
CRCNV No. 1	Insulator Cleaning	2021	2	\$ 11,190.00	\$ 22,380.00
CRCNV No. 2	Insulator Cleaning	2021	2	10,890.00	21,780.00
CRCNV No. 3	Insulator Cleaning	2021	2	11,190.00	22,380.00
CRCNV No. 1	Insulator Cleaning	2022	2	11,750.00	23,500.00
CRCNV No. 2	Insulator Cleaning	2022	2	11,450.00	22,900.00
CRCNV No. 3	Insulator Cleaning	2022	2	11,750.00	23,500.00
TOTAL CONTRACT PRICE					\$266,280.00

9. Proponent agrees that the Work will be substantially completed within the times specified in the Contract.
10. The terms used in this Proposal are defined in the Agreement and have the meanings assigned to them therein.

SIGNATURE OF PROPONENT

Business Name:	Energized Substation Maintenance, Inc.
Signature of Authorized Representative:	
Printed Name and Title:	Ronald R. Goss, President
Nevada Contractor's License Number:	0038981 (C-4 Painting, Subs: A)
License Limit and Expiration Date	\$300,000.00 / 03/31/20
Business Address:	P.O. Box 2345, Apple Valley, CA 92307
Phone:	(800) 959-5589

Fax:	(760) 247-2915
Email:	esm1@AOL.com
Date:	March 4, 2019

**SECTION 310
QUALIFICATION STATEMENT**

1. PROPONENT IDENTIFICATION:

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

2. COMPANY BACKGROUND:

Main Office Location: Apple Valley, CA 92307
Location from where crews will be dispatched: Apple Valley, CA
Years in this business: 34 Years
Years under present ownership and control: 34 Years
Type of Organization: Corporation
If the proposal is not submitted as a sole Proponent, identify any joint venture partner(s).

3. PENDING LEGAL ACTION:

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

4. SIMILAR WORK EXPERIENCE:

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

5. SAFETY:

Enclose a copy of your company's safety program and provide details regarding the company's safety training and meeting practices.
Annual Safety Outline-Enclosed, Safety Meetings-Monthly, Tailgate Meetings-Daily

6. SUPERVISION AND PERSONNEL QUALIFICATIONS:

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

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

7. EQUIPMENT:

Enclose a list of major equipment, including pressure wash units, spray units, air compressors, manlifts, boom trucks and other items, that you propose to use on this project.

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

Identify general locale and present use of the equipment and availability of such equipment to the project site: Locale – Apple Valley, CA

Equipment use and availability for CRC Project

8. REFERENCES:

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

Reference's Name:	Ed Cruz
Reference's Company:	Chevron USA Products Company
Phone Number:	(510) 242-4333
Project Name/Description:	Richmond Refinery, Richmond, CA
Responsibility on Project:	Cleaning of Substations

Reference's Name:	Scott Brooks
Reference's Company:	Basic Power Company
Phone Number:	(702) 567-0460
Project Name/Description:	Basic Substation Yard, Henderson, NV
Responsibility on Project:	Cleaning of Substations

Reference's Name:	Sergio Valdez
Reference's Company:	Southern California Edison Company
Phone Number:	(562) 716-7456
Project Name/Description:	El Segundo Steam Plant, El Segundo, CA
Responsibility on Project:	Cleaning & Coating of Substations

SECTION 320
BID ADDENDUM

(No Bid Addenda were issued)

SECTION 330
BID CLARIFICATION

(No Bidder Clarifications were proposed)

SECTION 340
CONTRACTOR'S BID DATA

ENERGIZED
SUBSTATION MAINTENANCE, INC.

CA LIC. # 499821

SERVICE NATIONWIDE

P. O. BOX 2345
APPLE VALLEY, CA 92307
VOICE: (800) 959-5589
FAX: (760) 247-2915
E-MAIL: ESM1@aol.com

P. O. BOX 611
MEDINA, OH 44258
VOICE: (330) 722-6029
FAX: (330) 723-1956

www.ESMINC.info

Energized

Insulator Cleaning
HVIC Silicone Coating
HVIC Rubber Coating
Cubicle Cleaning

Energized

Transformer Painting
Flow Coating Method
Structural Steel Painting

Testing

Insulator Testing
Oil Sample Collection
Voltage/Amps. Testing
Ground Fault Resistance Testing

QUOTATION FOR:

Colorado River Commission of Nevada
555 E. Washington Avenue, Ste. #3100
Las Vegas, NV 89101
Attn: Robert Reese

March 4, 2019

ESM #10075

Energized Substation Maintenance, Inc., will furnish all manpower, equipment and material for the following:

Location: Basic Industrial Complex, Lake Mead Drive, Henderson, NV

Work Scope: Clean only (no silicone) all porcelains with compressed air, utilizing dry non-abrasive cleaning media consisting of fine grit o' cob and/or pulverized limestone to the following:

ITEM 1) CRC SUBSTATION #1 – 230KV/15KV

- A) Two (2) Sets of Disconnects (9 post insulators each)
- B) Two (2) Circuit Breakers
- C) Two (2) Transformers (3 lightning arrestors each)
- D) Fourteen (14) Lower Post Insulators
- E) Three (3) Upper Post Insulators
- F) Six (6) Dead-end Strings
- G) One (1) C.T. Bushing
- H) All Low Voltage Insulators

TOTAL AMOUNT.....(2019).....\$10,650.00

TOTAL AMOUNT.....(2020-2021).....\$11,190.00

TOTAL AMOUNT.....(2022).....\$11,750.00

Please submit your Purchase Order ASAP for scheduling.

Current copies of Insurance and Workers' Compensation will be submitted.

This is a quote for the budget of 2019-2022. Conditions are on the reverse side of this quote.


Ronald R. Goss
President

ENERGIZED
SUBSTATION MAINTENANCE, INC.

CA LIC. # 499821

SERVICE NATIONWIDE

P. O. BOX 2345
APPLE VALLEY, CA 92307
VOICE: (800) 959-5589
FAX: (760) 247-2915
E-MAIL: ESM1@aol.com

P. O. BOX 611
MEDINA, OH 44258
VOICE: (330) 722-6029
FAX: (330) 723-1956

www.ESMINC.info

Energized

Insulator Cleaning
HVIC Silicone Coating
HVIC Rubber Coating
Cubicle Cleaning

Energized

Transformer Painting
Flow Coating Method
Structural Steel Painting

Testing

Insulator Testing
Oil Sample Collection
Voltage/Amps. Testing
Ground Fault Resistance Testing

QUOTATION FOR:

Colorado River Commission of Nevada
555 E. Washington Avenue, Ste. #3100
Las Vegas, NV 89101
Attn: Robert Reese

March 4, 2019
ESM #10076

Energized Substation Maintenance, Inc., will furnish all manpower, equipment and material for the following:

Location: Basic Industrial Complex, Lake Mead Drive, Henderson, NV

Work Scope: Clean only (no silicone) all porcelains with compressed air, utilizing dry non-abrasive cleaning media consisting of fine grit o' cob and/or pulverized limestone to the following:

ITEM 1) CRC SUBSTATION #2 – 230KV/15KV


- A) Two (2) Sets of Disconnects (9 post insulators each)
- B) Two (2) Circuit Breakers
- C) Two (2) Transformers (3 lightning arrestors each)
- D) Eleven (11) Post Insulators
- E) Six (6) Dead-end Strings
- F) One (1) C.T. Bushing
- G) All Low Voltage Insulators

TOTAL AMOUNT.....(2019).....\$10,350.00
TOTAL AMOUNT.....(2020-2021).....\$10,890.00
TOTAL AMOUNT.....(2022).....\$11,450.00

Please submit your Purchase Order ASAP for scheduling.

Current copies of Insurance and Workers' Compensation will be submitted.

This is a quote for the budget of 2019-2022. Conditions are on the reverse side of this quote.


Ronald R. Goss
President

ENERGIZED
SUBSTATION MAINTENANCE, INC.

CA LIC. # 499821

SERVICE NATIONWIDE

P. O. BOX 2345
APPLE VALLEY, CA 92307
VOICE: (800) 959-5589
FAX: (760) 247-2915
E-MAIL: ESM1@aol.com

P. O. BOX 611
MEDINA, OH 44258
VOICE: (330) 722-6029
FAX: (330) 723-1956

www.ESMINC.info

Energized

Insulator Cleaning
HVIC Silicone Coating
HVIC Rubber Coating
Cubicle Cleaning

Energized

Transformer Painting
Flow Coating Method
Structural Steel Painting

Testing

Insulator Testing
Oil Sample Collection
Voltage/Amps. Testing
Ground Fault Resistance Testing

QUOTATION FOR:

Colorado River Commission of Nevada
555 E. Washington Avenue, Ste. #3100
Las Vegas, NV 89101
Attn: Robert Reese

March 4, 2019

ESM #10077

Energized Substation Maintenance, Inc., will furnish all manpower, equipment and material for the following:

Location: Basic Industrial Complex, Lake Mead Drive, Henderson, NV

Work Scope: Clean only (no silicone) all porcelains with compressed air, utilizing dry non-abrasive cleaning media consisting of fine grit o' cob and/or pulverized limestone to the following:

ITEM 1) **CRC SUBSTATION #3 - 230KV/15KV**

- A) Two (2) Sets of Disconnects (9 post insulators each)
- B) Two (2) Circuit Breakers (6 bushings each)
- C) Two (2) Transformers (3 bushings & 3 lightning arrestors each)
- D) Fourteen (14) Lower Post Insulators
- E) Three (3) Upper Post Insulators
- F) Six (6) Dead-end Strings
- G) One (1) C.T. Bushing
- H) All Low Voltage Insulators

TOTAL AMOUNT.....(2019).....\$10,650.00


TOTAL AMOUNT.....(2020-2021).....\$11,190.00

TOTAL AMOUNT.....(2022).....\$11,750.00

Please submit your Purchase Order ASAP for scheduling.

Current copies of Insurance and Workers' Compensation will be submitted.

This is a quote for the budget of 2019-2022. Conditions are on the reverse side of this quote.


Ronald R. Goss
President



Measure up...use licensed contractors.

(<http://www.nscb.nv.gov/>)

License Details

Current Date: 4/25/2019
4:26:03 PM
(mm/dd/yyyy)

License Number:
0038981

Business Primary Name: ENERGIZED SUBSTATION
MAINTENANCE INC

License Monetary Limit: \$300,000.00

DBA Name:

Business Address: 13467 NOMWAKET RD
APPLE VALLEY, CA 92308

Phone Number: (800)959-5589

Status: Active
Status Date: 03/20/2018 (mm/dd/yyyy)
Origin Date: 03/22/1995 (mm/dd/yyyy)
Expiration Date: 03/31/2020 (mm/dd/yyyy)

Business Type: Corporation
Classification(s): C-4A Painting
Limitation:

Principal Name
GOSS, RONALD RAY
GOSS, REBECCA ANN

Relation Description
President
Vice President

Qualified Individual(s)
GOSS, REBECCA ANN

Qualifier Type
CMS and Trade

Bond

Bond Type:	Surety
Bond Number:	41002125
Bond Agent:	KATHLEEN A HUDDLESON
Surety Company:	PLATTE RIVER INSURANCE COMPANY
Bond Amount:	\$15,000.00
Effective Date:	04/15/2003 (mm/dd/yyyy)

The information contained on these pages are provided as a courtesy and may not reflect recent changes or updates. Neither the completeness nor accuracy is guaranteed. The Nevada State Contractors Board shall have no liability or responsibility for loss and damages arising from the information provided or retrieved from these pages.

[Return to Search Results](#) [Disciplinary Action Older Than 5 Years](#)
[Disciplinary Action 5 Years and Newer](#)

[New Contractor License Search](#) [New Contractor Listing Search](#)
[New Disciplinary Actions Search](#)

2019-04-25 04:26:03 PM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amorelli, Rosemann & Associates Ins. Svcs. 3333 E Concourse St Building 9-200 Ontario CA 91764	CONTACT NAME: Chelsea Hutchinson PHONE (A/C, No, Ext): (909) 987-7600 FAX (A/C, No): (909) 987-7656 E-MAIL ADDRESS: chelseah@arainsurance.com
INSURED Energized Substation Maintenance, Inc. Po Box 2345 Apple Valley CA 92307	INSURER(S) AFFORDING COVERAGE INSURER A: Landmark American Insurance 33138 INSURER B: Ohio Security Insurance Company 24082 INSURER C: RSUI Indemnity Company 22314 INSURER D: State Comp. Insurance Fund 35076 INSURER E: The Ohio Casualty Insurance Company 24074 INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18/19 PKG, GL, BA, UMB, WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		LHA140048	5/30/2018	5/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAS57785758	5/30/2018	5/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NHA245040	5/30/2018	5/30/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	9133602-18	5/30/2018	5/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROPERTY DED: \$2,500			BKS57785758	5/30/2018	5/30/2019	BUILDING \$806,093 BPP \$272,373

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Colorado River Commission of Nevada Any their employees, agents, representatives, contractors, and subcontractors are named as additional insured on the general liability per written contact. 10 day notice for non-payment

CERTIFICATE HOLDER

CANCELLATION

COLORADO RIVER COMMISSIONS OF NEVADA
ATTN: ROBERT REESE
555 E. WASHINGTON AVE #3100
LAS VEGAS, NV 89101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Calderon/JULIO

© 1988-2014 ACORD CORPORATION. All rights reserved.

SECTION 350
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Number of Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: Energized Substation Maintenance, Inc.	
"Doing Business As" (if applicable):	
Street Address: 13467 Nomwaket Road	Website: www.esminc.info
City, State and Zip Code: Apple Valley, CA 92307	POC Name and Email: Ronald Goss, esm1@AOL.com
Telephone Number: (800) 959-5589	Fax Number: (760) 247-2915
Local Street Address: Same	Website: www.esminc.info
City, State and Zip Code:	Local Fax Number: (760) 247-2915
Local Telephone Number: (760) 247-2365	Local POC Name and Email: Same

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.

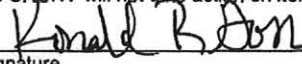
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned	(Not required for Publicly Traded Corporations/Non-profit organizations)
Rebecca A. Goss	Vice-President	59%	
Ronald R. Goss	President	41%	

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 President	Ronald R. Goss Print Name March 4, 2019 Date
---	---

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

For CRCNV Use Only:

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

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

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

DISCLOSURE OF RELATIONSHIP

For CRCNV Use Only:

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

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

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

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

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

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

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

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

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

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

SECTION 400
CONTRACT NO. SA-19-01
FOR
SUBSTATION INSULATOR CLEANING SERVICES

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

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

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

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

§3.1 The Contract Price to be paid the Contractor under this Contract shall not exceed TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS and no cents (\$266,280.00), unless such amount is increased by amendment of this Contract by the CRCNV and the Contractor. The Contract Price shall include the cost of the Performance Bond required pursuant to ARTICLE 14. Within sixty (60) days after notice of the contract award, the Contractor shall submit an invoice to the CRCNV for the cost of the Performance Bond required hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 12 TAXES. The Contractor shall promptly pay all taxes that are lawfully assessed against the Contractor in connection with the Work. The CRCNV is exempt from sales tax pursuant to Nevada Revised Statutes (NRS) 372.325

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

ARTICLE 14 INSURANCE, BONDS AND INDEMNIFICATION.

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

insurance shall be maintained in force for the full period of this Contract and for one year thereafter.

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

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

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

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

§ 14.5 **Indemnification Clause.** Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be

responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

§14.6 Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

§14.6.1 Commercial General Liability – Occurrence Form

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

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

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

§14.6.2 Automobile Liability

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

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

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

§14.6.3 Worker's Compensation and Employers' Liability

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

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

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

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

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

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

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

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

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

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

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

§14.10.1 All certificates and any required endorsements are to be received and approved by the State before Work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of Work under this Contract and remain in effect for the duration of the project. Failure to maintain

the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

§14.10.2 All certificates required by this Contract shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

§14.15 Deductibles and Self-Insured Retentions. Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

§14.16 CRCNV's Right to Obtain Insurance. If the Contractor fails to procure and/or maintain insurance as required herein, the CRCNV shall have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure and/or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and/or

maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV shall have the right to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

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

ARTICLE 15 REMEDIES. Except as otherwise provided for by law or this Contract, for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and twenty-five dollars (\$125.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

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

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

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

ARTICLE 19 DISCRIMINATION. The Contractor shall not, during its performance of this Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the Contractor shall constitute a material breach of this Contract.

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

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

ARTICLE 22 CONTRACT TERMINATION.

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

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

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

§22.3.1 If Contractor fails to provide or satisfactorily perform any of the conditions, Work, deliverables, goods, or services called for by this Contract within the time

requirements specified in this Contract or within any granted extension of those time requirements; or

- §22.3.2 If any State, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- §22.3.3 If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
- §22.3.4 If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- §22.3.5 If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- §22.3.6 If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

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

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

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

- §22.5.1 The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- §22.5.2 Contractor shall satisfactorily complete Work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

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

ARTICLE 23 WAIVER OF CLAIMS. The CRCNV's making and the Contractor's acceptance of final payment shall constitute a waiver of all claims by the CRCNV against the Contractor and the Contractor against the CRCNV, except claims arising from unsettled liens, from defective Work, or from failure to comply with the Contract or the terms of any special guarantees specified therein. The CRCNV's making and the Contractor's acceptance of final payment shall not constitute a waiver by the CRCNV of any rights in respect of the Contractor's continuing obligations under the Contract, nor a waiver of those claims previously made in writing and still unsettled.

ARTICLE 24 NOTICES. Any notice, demand, or request required or authorized by this Contract to be served, given or made shall be deemed properly served, given or made if delivered in person, by electronic mail or sent by certified mail, postage prepaid, to the persons specified below:

If to the Colorado River Commission of Nevada:

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: breeser@crc.nv.gov

If to Energized Substation Maintenance, Inc.:

Ronald R. Goss
President
P.O. Box 2345
Apple Valley, CA 92307
Phone: (800) 959-5589
Fax: (760) 247-2915
Email: esml@aol.com

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

ARTICLE 25 SUBMISSION OF CLAIMS. Should the CRCNV or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other Party or of any of the other Party's employees or agents or others for whose acts the other Party is legally liable, claim will be made in writing to the other Party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

ARTICLE 26 ASSIGNMENT OF CONTRACT. The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRCNV. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract, but any assignment or other transfer of this Contract shall not relieve the Parties of any obligation hereunder.

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

ARTICLE 28 SEVERABILITY. Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Contract had been executed without the invalid portion. In the event any provision of this Contract is declared invalid, the Parties shall promptly renegotiate to restore this Contract as near as possible to its original intent and effect.

ARTICLE 29 SURVIVAL. Any provision of this Contract that expressly or by implication comes into or remains in force following the termination or expiration of this Contract shall survive the termination or expiration of this Contract.

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

ARTICLE 31 INSPECTION & AUDIT

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

§31.2 Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial

statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.

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

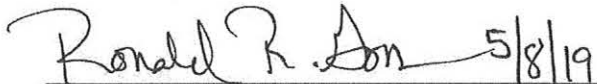
ARTICLE 32 ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have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

ARTICLE 33 CONTRACT TERM. This Contract shall be effective from the date of execution by all parties to June 30, 2022, unless sooner terminated by either party as specified in ARTICLE 22.

ARTICLE 34 AUTHORITY TO EXECUTE. Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

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

**ENERGIZED SUBSTATION
MAINTENANCE, INC.**

 5/8/19

Ronald R. Goss
President

Date

**COLORADO RIVER COMMISSION
OF NEVADA**

Eric P. Witkoski
Executive Director

Date

Approved as to form:

Christine Guerci
Special Counsel to the
Colorado River Commission of Nevada

Date

**SECTION 500
PERFORMANCE BOND**

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

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

SURETY (Name and Principal Place of Business):

CRCNV (Name and Address):
Colorado River Commission of Nevada
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101

CONTRACT

Date: _____

Amount: \$ _____
Description: Contract SA-19-01, Substation
Insulator Cleaning Services, Clark County,
Nevada

CONTRACTOR AS PRINCIPAL (Seal below)

Company: _____

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

BOND

Date (Not earlier than Contract Date): _____

Modifications to this Bond Form: _____

SURETY (Seal below)

Company: _____

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

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

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

5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRCNV shall not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety shall not be greater than those of the CRCNV under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRCNV of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 5.1 The responsibilities of the Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under paragraph 4; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety shall not be liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the CRCNV or its heirs, executors, administrators or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and shall be initiated within two years after Contractor's Default, or within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court shall be applicable.
9. Notice to the Surety, the CRCNV or the Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Work is performed, any provision of this bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by the CRCNV to the Contractor under the Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the CRCNV in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
- 11.2 Contract: The agreement between the CRCNV and the Contractor identified on the signature page including all the Contract documents and changes thereto.
- 11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 CRCNV Default: Failure of the CRCNV, which has neither been remedied nor waived, to pay the Contractor or to perform in complete or comply with the other terms thereof.

SECTION 600

SUMMARY OF THE WORK

1. Project Description

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

2. Work Under This Contract

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

3. Work by the CRCNV

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

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

4. Work Schedule

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

Annually in 2019
Biannually in 2020
Biannually in 2021
First six months of 2022

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

5. Work by the CRCNV

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

SECTION 700 SUBMITTALS

1. General Information

- 1.1. Submittals, if any, to be provided by the Contractor for the Work to be performed shall be identified in this section of the Contract Documents.
- 1.2. Submittal Types:
 - 1.2.1. Compliance Submittals are shop drawings, product data, and samples that are prepared by the Contractor and submitted by the Contractor to the CRCNV as a basis for approval. The Contractor shall not proceed with the Work affected by or related to a Compliance Submittal until the CRCNV has approved such submittal.
 - 1.2.1.1. Shop drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information applicable to this Project.
 - 1.2.1.2. Product data includes standard printed information on materials, products and systems; not custom-prepared for this Project, other than the designation of selections from available choices.
 - 1.2.1.3. Samples include both fabricated and un-fabricated physical examples of materials, products, and Work; both as complete units and as smaller portions of units of testing and analysis.
 - 1.2.2. Procedure Submittals are narrative descriptions and/or drawings provided by the Contractor describing the methods, techniques, equipment and processes to be used to complete all or some portion of the work. The CRCNV shall review Procedure Submittals, but such review shall not relieve the Contractor of its responsibility to determine its own means and methods for the Work.
- 1.3. Submittals shall be of the quality for legibility and reproduction purposes. Every line, character and letter shall be clearly legible. Drawings such as reproductions must be useable for further reproduction to yield legible hard copies.
- 1.4. All words and dimensional units shall be in the English language.
- 1.5. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable the CRCNV to review the information effectively.

- 1.6. The CRCNV may copy and use for internal operations and staff training purposes any and all submittals required by this Contract and approved for final distribution, whether or not such documents are copyrighted, at no additional cost to the CRCNV. If permission to copy any such submittal for the purposes stated is unreasonably withheld from the CRCNV by the Contractor or any Subcontractor, manufacturer, or Supplier, the Contractor shall provide 5 copies to be submitted for approval.

2. Compliance Submittals

- 2.1 The Contractor shall submit a Compliance Submittal for the following items:
 - 2.1.1 Qualifications of each Designated Safety Watch.
 - 2.1.2 Insulator Dry Cleaning (blasting) Media.
 - 2.1.3 Insulator Cleaning Solvents or Agents, including Material Safety Data Sheets.
- 2.2 Except as otherwise specified, transmit all Compliance Submittals in the quantity as follows:
 - 2.2.1 Initial Submittal – Two (2) copies to the CRCNV. One (1) copy will be returned to the Contractor.
 - 2.2.2 Resubmittals – Two (2) copies to CRCNV. One (1) copy will be returned to the Contractor.
 - 2.2.3 Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and its full range of color, texture, and pattern.
- 2.3 The CRCNV will review and return Compliance Submittals with appropriate notations. The CRCNV's review action stamp will appear on all Compliance Submittals of the Contractor when returned by the CRCNV. The CRCNV's acceptance of Compliance Submittals will not relieve the Contractor from his responsibility as stated in the Contract.

3. Procedure Submittals

- 3.1 The Contractor shall submit a Procedure Submittal for the following item:
 - 3.1.1 The method to be used to clean substation insulators including a description of the cleaning equipment to be used, grounding methods and procedures, and qualifications of workmen.
- 3.2 Except as otherwise specified, transmit all Procedure Submittals in the quantity as follows:

- 3.2.1 Initial Submittal – Two (2) copies to the CRCNV. One (1) copy will be returned to the Contractor.
- 3.2.2 Resubmittals – Two (2) copies to CRCNV. One (1) copy will be returned to the Contractor.

SECTION 800 ENVIRONMENTAL COMPLIANCE

1. CRCNV Furnished Permits

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

2. Contractor Furnished Permits

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

3. Environmental Compliance

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

4. Chemicals

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

5. Waste and Spilled Materials

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

6. Spill Prevention Control & Countermeasure Plans

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

7. Final Cleanup

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

SECTION 900 SITE CONDITIONS AND REQUIREMENTS

1. Substation Site Control

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

2. Utilities

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

3. Temporary Sanitation Facilities

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

4. Site Security

- 4.1 The substation sites and transmission line right-of-way should not be considered secure areas for storage of material, tools, or equipment.
- 4.2 The Contractor retains responsibility and shall make all arrangements to provide site security if deemed necessary by the Contractor for protection of its material, tools and equipment.

5. Facility Access by Established Routes

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

6. On-Site Parking

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

7. Hours of Work

- 7.1 Unless otherwise approved by the CRCNV, hours of work shall be limited to 7:00 a.m. through 5:00 p.m., Monday through Friday. After-hour work may be required during scheduled or unscheduled outages.
- 7.2 Work must not be performed on holidays observed by the State of Nevada, unless approved in advance by the CRCNV.

SECTION 1000 SAFETY AND PROTECTION

1. Energized Facilities

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

2. Overhead Electrical Lines

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

3. Clearances

- 3.1 The CRCNV shall perform switching operations to isolate portions of the substation facilities and transmission lines from energized bus and conductors where possible.
- 3.2 Clearances must be issued on a daily basis to the Contractor’s crew foreman who shall be required to lock-over the CRCNV’s locks and tags. The Contractor’s crew foreman must remain on site until the clearance is released at the end of each workday.

4. Grounding

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

5. Safety and Protection

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

6. Protection

- 6.1 The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection and training to prevent damage, injury or loss to:
 - 6.1.1 all persons on the substation and transmission line sites or anyone who may be affected by the Contractor's Work;
 - 6.1.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the substation sites or transmission line right-of-way;
 - 6.1.3 other property at the substations and transmission lines or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of the Work; and

6.1.4 other property and people at the site or in proximity thereto which or who foreseeably may be injured by the Contractor's activities at the substations.

6.2 All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

7. Safety Representative

7.1 The Contractor shall designate a qualified and experienced safety representative, meeting the definition of OSHA competent person, at the substations whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.2 The Safety Representative must have the ability to recognize hazards and the authority to take corrective action.

8. Safety Program

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

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

9. Safety Equipment

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

9.2 Noise levels at some work sites exceed 100 db. The Contractor shall equip personnel performing work with hearing protection that achieves a minimum 22 db noise reduction.

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

10. Special Training

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

11. Fall Protection

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

SECTION 1100 INSULATOR CLEANING

1. Standards

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

2. Drawings

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

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

3. Work Scope

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

CRCNV SUBSTATION NO. 1		
Insulator	Material/Color	Quantity
230-kV Station Post Bus Supports	Porcelain/ANSI 70 Gray	17, three unit stacks
230-kV Vertical Bus Supports on TOS	Porcelain/ANSI 70 Gray	3, three unit stacks
230-kV Strain Bus Supports	Porcelain/ANSI 70 Gray	6, fourteen bell strings
230-kV Switch Supports	Porcelain/ANSI 70 Gray	18, three unit stacks
230-kV Power Circuit Breaker Bushings	Porcelain/ANSI 70 Gray	12, bushings
230-kV Capacitor Voltage Transformer Bushing	Porcelain/ANSI 70 Gray	1, two unit stack
230-kV Lightning Arrestors	Porcelain/ANSI 70 Gray	6, three unit stacks
230-kV Transformer Bushings	Porcelain/ANSI 70 Gray	6, bushings
15-kV Transformer Bushings	Porcelain/ANSI 70 Gray	6, bushings
15-kV Lightning Arrestors	Porcelain/ANSI 70 Gray	6, single-unit arrestors
15-kV Neutral Ground Resistor Bushings	Porcelain/ANSI 70 Gray	4, bushings
15-kV Neutral Ground Resistor Bushings	Porcelain/ANSI 70 Gray	4, bushings
15-kV Switchgear Bushings	Porcelain/ANSI 70 Gray	6, bushings

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

CRCNV SUBSTATION NO. 3		
INSULATOR	MATERIAL/COLOR	QUANTITY
230-kV Station Post Bus Supports	Porcelain/ANSI 70 Gray	17, three unit stacks
230-kV Vertical Bus Supports on TOS	Porcelain/ANSI 70 Gray	3, three unit stacks
230-kV Strain Bus Supports	Porcelain/ANSI 70 Gray	6, fourteen bell strings
230-kV Switch Supports	Porcelain/ANSI 70 Gray	18, three unit stacks
230-kV Power Circuit Breaker Bushings	Porcelain/ANSI 70 Gray	12, bushings
230-kV Capacitor Voltage Transformer Bushing	Porcelain/ANSI 70 Gray	1, two unit stack
230-kV Lightning Arrestors	Porcelain/ANSI 70 Gray	6, three unit stacks
230-kV Transformer Bushings	Porcelain/ANSI 70 Gray	6, bushings
15-kV Transformer Bushings	Porcelain/ANSI 70 Gray	6, bushings
15-kV Lightning Arrestors	Porcelain/ANSI 70 Gray	6, single-unit arrestors
15-kV Neutral Ground Resistor Bushings	Porcelain/ANSI 70 Gray	4, bushings
15-kV Neutral Ground Resistor Bushings	Porcelain/ANSI 70 Gray	4, bushings
15-kV Switchgear Bushings	Porcelain/ANSI 70 Gray	6, bushings

4. Energized and De-Energized Cleaning

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

5. Approved Cleaning Methods

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

6. Compressed Air with Dry Abrasive

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

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

7. Hand Cleaning

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

**CONFIDENTIAL APPENDIX
REFERENCE DRAWINGS**

ENERGIZED SUBSTATION MAINTENANCE, INC.

Business Entity Information			
Status:	Active	File Date:	05/19/1994
Type:	Foreign Corporation	Entity Number:	C7696-1994
Qualifying State:	OH	List of Officers Due:	05/31/2020
Managed By:		Expiration Date:	
Foreign Name:		On Admin Hold:	No
NV Business ID:	NV19941065712	Business License Exp:	05/31/2020

Additional Information	
	Central Index Key

Registered Agent Information			
Name:	YOUR NEVADA CORPORATE SOLUTIONS	Address 1:	7848 W SAHARA AVE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89117
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

[View all business entities under this registered agent \(\)](#)

Financial Information			
No Par Share Count:	750	Capital Amount:	\$.00

Officers		<input type="checkbox"/> Include Inactive Officers	
Secretary - REBECCA A GOSS			
Address 1:	7848 W. SAHARA AVE.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	
President - RONALD R GOSS			
Address 1:	7848 W. SAHARA AVE.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	
Treasurer - RONALD R GOSS			
Address 1:	7848 W. SAHARA AVE.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

Director - RONALD R GOSS

Address 1:	7848 W. SAHARA AVE.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89117	Country:	
Status:	Active	Email:	

Actions\Amendments

[Click here to view 28 actions\amendments associated with this company \(\)](#)

Supported Internet Browser versions or above: Apple iOS 9.3.5, Internet Explorer 11.0.9600.18665, FireFox 53.0.3, Google Chrome 58.0.3029.110
Disclaimer

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF MAY 14, 2019**

SUBJECT:

For Information Only: Update on federal and state contracts for Salt Lake City Area Integrated Projects ("SLCAIP") Hydropower allocations.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Special Counsel will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF MAY 14, 2019**

SUBJECT:

For Information Only: Update on the activities of the Financial and Audit Subcommittee.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF MAY 14, 2019**

SUBJECT:

For Information Only: Status Update on 2019 Legislative Session and related Budget.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF MAY 14, 2019**

SUBJECT:

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Special Counsel will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF MAY 14, 2019**

SUBJECT:

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide report at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF MAY 14, 2019**

SUBJECT:

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF MAY 14, 2019**

SUBJECT:

Comments and questions from the Commission members.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF MAY 14, 2019**

SUBJECT:

Selection of the next possible meeting date.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, June 11, 2019 at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM M
FOR MEETING OF MAY 14, 2019**

SUBJECT:

Adjournment.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND: