COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF OCTOBER 10, 2023

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

STAFF COMMENTS AND BACKGROUND:

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

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF OCTOBER 10, 2023

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

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF OCTOBER 10, 2023

SUBJECT: *For Possible Action:* Approval of minutes of the September 12, 2023, meeting.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

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

The Colorado River Commission of Nevada (Commission) meeting was held at 1:33 p.m. on Tuesday, September 12, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman	Puoy K. Premsrirut
Vice Chairwoman	Kara J. Kelley
Commissioner	Cody Winterton
Commissioner	Justin Jones
Commissioner	Marilyn Kirkpatrick

COMMISSIONERS PRESENT VIA TELECONFERENCE

Commissioner	Allen J. Puliz

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General	Michelle D. Briggs

COMMISSION STAFF IN ATTENDANCE

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

DRAFT

OTHERS PRESENT: REPRESENTING

City of Boulder City	Joseph Stubitz
Codale Electric Supply	Mchael Callewaert
College of Southern Nevada	Tina Dobbs
Las Vegas Valley Water District	Laura Browning
NV Energy	Abigail Watkins
NV Energy	Michael Hulin
Peak Substation Services, LLC	Jason Harris
Southern Nevada Water Authority	Jordan Bunker
Self	Reese Fry

DRAFT

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

SEPTEMBER 12, 2023

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COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

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

A. Conformance to Open Meeting Law.

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

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

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

C. *For Possible Action:* Approval of minutes of the July 11, 2023, and July 31, 2023, meeting.

Vice Chairwoman Kelley moved for approval the minutes of the July 11, 2023, and July 31, 2023, meeting. The motion was seconded by Commissioner Justin Jones and approved by unanimous vote.

D. *For Possible Action:* Consideration of and possible action to approve contract CRCBF-10 between successful bidder, Peak Substation Services, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2394 for Boulder Flats Solar Interconnection Project Transmission Line Steel.

E. *For Possible Action:* Consideration of and possible action to approve contract CRCBF-11 between successful bidder, Peak Substation Services, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2395/69CRC-S2451 for Boulder Flats Solar Interconnection Project for Hardware & Assemblies.

F. *For Possible Action:* Consideration of and possible action to approve contract CRCBF-12 between successful bidder, Codale Electric Supply, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2396 for Boulder Flats Solar Interconnection Project for Conductor.

G. *For Possible Action*: Consideration of and possible action to approve contract CRCBF-13 between successful bidder, Peak Substation Services, and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2397 for Boulder Flats Solar Interconnection Project for Fiber.

DRAFT

Mr. Witkoski introduced Agenda DEF&G items stating that the proposed contracts are related and put forward for approval as part of work the Commission will perform for Southern Nevada Water Authority (SNWA) for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded for respective parts. Representatives from the Parties for these contracts are Jason Harris from Peak Substation Services, LLC (Peak) and Michael Callewaert from Codale Electric Supply (Codale) and are available should the Commission have any questions.

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

The Commission has awarded several material contracts for the 230 KV switchyard. The items being presented for award are for the 10-mile line extension of the Meade Newport 230KV line that will attach to the new existing 230KV switch yard. The transmission line steel are the towers for the line. The hardware assemblies, insulators, and clips are everything to do the conductors. The fiber optic is a two-stage component. It sits high above the towers, and it provides for lightning protection and all the communications necessary for relaying and monitoring of the system and the Commissions assets. SNWA has committed to funding this project.

Chairwoman Premsrirut asked if it was accurate to state that among the four bid items the bids that were received, were selected for either the lowest bid in terms of pricing or alternatively only the qualified bid.

Mr. Reese responded only qualified bidders. The bids for all the items were sent to 23 to 26 qualified vendors. There was either a sole bidder or the most economical bidder that was selected.

Chairwoman Premsrirut asked Executive Director Witkoski that in terms of the various bids and while looking through the data points Peak was selected. Peak was either the lowest qualified bid or alternatively the sole qualified bidder and Codale was the lowest qualified bid.

Mr. Witkoski and Mr. Reese responded that is correct.

Chairwoman Premsrirut confirmed with Staff that SNWA is online for the funding and is prepared for the funding in accordance with the timeline that these contracts come due.

Mr. Reese responded that is correct.

Mr. Reese clarified that the bids are intended to be awarded to the lowest qualified vendors not just the lowest bidder.

Chairwoman Premsrirut thanked the contract representatives that were present for these items and stated that even though these contracts were discussed in less than 5 minutes, there are many others and staff members involved with making this seem like a very seamless approval.

Vice Chairwoman Kelley moved for approval of the Boulder Flats Solar Interconnection award of bids and Contracts for Item D-G. The motion was seconded by Commissioner Justin Jones and approved by unanimous vote.

H. *For Information Only:* Presentation by representative from Bureau of Reclamation at Hoover Dam regarding Visitor Center cost of operations and maintenance, revenue shortfall, and options to raise revenue to pay for the costs of operations to reduce costs paid by hydropower contractors.

Mr. Witkoski introduced Ms. Terry Saumier, a civil engineer from Lower Colorado River Basin with Bureau of Reclamation (BOR). The background for this presentation is that the agency's hydropower staff meets with the Bureau of Reclamation, Hoover Dam quarterly. The committee is named Engineering and Operations Committee (EOC). There is a 10-year plan, the committee looks at the investments that need to be made, revenues, costs, and reviews to discuss any issues with the visitor center.

The visitor center has a long history started in the 1980s and completed in the 90s. There were some cost overruns. The original cost estimate was $32 million but the cost ended up over $122 million. Nevada contractors will be paying the cost of building the Visitor Center until 2047 when the bonds associated with the Visitor Center will be paid off.

The cost of operations and the revenue for the visitor center are not matching up. This has been aggravated by COVID due to shut down and reduction in travel. The following presentation provided by Ms. Saumier is an informational agenda item.

Facilities Service Manager, Terry Saumier provided a presentation on Hoover Dam Public Visitation Status, Challenges and Considerations. A copy of the presentation is attached and made a part of the minutes (See Attachment A).

Commissioner Kirkpatrick asked, why does the BOR have to wait until 2025 to adjust the budget? This appears to be in dire strait and 2025 is a whole year away in a cycle.

Ms. Saumier responded that the budget for 2025 is being worked on at this time. The 2024 budget is already approved by the power customers.

Commissioner Kirkpatrick asked if it is the Commission budget or the BOR budget.

Ms. Saumier stated the Boulder Canyon Project (BCP) budget has already been approved for 2024.

DRAFT

Commissioner Kirkpatrick stated then for 2025 seeing that visitor volume has decreased and has not gone back to the previous attendance is it anticipated that the volume will stay low as there is a dip in entertainment related visitors.

What would likely be the right entry fee amount to make sure that kids living in Nevada can see and experience the Hoover Dam. Tourists are one thing, but at the end of the day, we don't want Nevadans left out.

Ms. Saumier responded while looking at all the costs there are talks at a fee around $15 a car. Parking at Hoover Dam would be included so visitors could utilize all the spaces at no additional cost unless there was a desire to take the tour.

Commissioner Kirkpatrick stated parking can get expensive anywhere that you go, so an all-in-one inclusive could be a way.

Vice Chairwoman Kelley asked how much revenue does the BOR expect that $15 a car to raise in those estimations?

Ms. Saumier stated it would close the gap needed to bring the BOR pretty close to that $25 million which is needed for Operations and Maintenance (O&M) and for major repairs and replacements.

Vice Chairwoman Kelley asked if Ms. Saumier could help the Commission understand the total budget and its major pieces.

Ms. Saumier responded that the total budget to cover everything associated with visitor services is about $25 million a year. The BOR would take out $15 million that comes from ticket sales and entry fees bringing BCP's budget to $25million. So, all of BCP's revenue sources together coming from visitor services would add up to about $25 million.

Commissioner Kirkpatrick asked if BOR applied for Round 20 project proposals for funding from Southern Nevada Public Land Management Act (SNPLMA) by the Bureau of Land Management (BLM).

Ms. Saumier stated that in this upcoming round preliminary packages are due Friday, September 22, 2023.

Commissioner Kirkpatrick stated those are places where the Commission can help at the County or National Association of Counties (NACO). Commissioner Kirkpatrick would be interested once submitted if she could be on the lookout for them.

Commissioner Kirkpatrick asked about the biggest O&M costs for the next five years.

Ms. Saumier responded that the regular O&M costs, water wastewater treatment down at the Dam, cleaning contracts for all the outdoor areas, the visitor centers, the parking garages, trash, road maintenance, and sidewalks.

Commissioner Kirkpatrick stated the road maintenance is new, correct.

DRAFT

Ms. Saumier replied, yes. Since the opening of the bridge.

Commissioner Kirkpatrick stated then there is an initial amount of money for roads that should keep going for ten years.

Ms. Saumier stated the BOR got some Federal Highway Administration money through that program, but it has primarily been for chip sealing and not for redoing the roadways.

Commissioner Kirkpatrick stated that is the way it works, right. A road is built and then five years later, you get a seal.

Ms. Saumier said yes, about five years. The BOR tried to balance it out with that. The BOR has been doing it in pieces because with Reclamation as a whole, there are quite a few recreation areas, so everyone is competing for those same dollars. The BOR has been piecemealing it, it has only been since 2018 that Reclamation has been part of the program. It is new for BOR as far as the major projects are concerned, the visitor center has not been touched since it was built. It opened in 1995. Most of the money, redid the theater level with SNPLMA funding and just before COVID; that was finished. BOR got funding for our exhibit level. BOR have funding right now around 18 mil to do the observation level in our visitor center.

Commissioner Kirkpatrick asked if there were no state grants that be gotten. Grants are one-time things. There is so much uncertainty right now that $25 million might have to be cut where the budget is only $18 million going forward. As much as the BOR would like to increase the budgets, BOR might have to start making some cuts if things go in a different direction. The next couple of years are going to be somewhat telling of which direction we are headed. This is why Commissioner Kirkpatrick was asking if maybe there are some things between the state or some other agencies that the Commission could fund in the meantime. In the short term, how do we go in the direction where it looks nice as from experience trying to get a piece of federal legislation is a long process.

Ms. Saumier stated that it is what the BOR has historically done. Which is put band-aids on things and milk things along, as long as possible. The major renovation of the exhibit level would not be possible if not for SNPLMA. While SNPLMA is there and there is money in SNPLMA, BOR is going to seek that funding. But historically, what has happened is, going into the 10-year plan is to do what absolutely cannot wait any longer. It is the first thing, understandably, that a power customer is going to want to delay, if possible. If there is a choice to fix one of the generators or something major in the plant or spend $4 mil on the visitor center, Ms. Saumier understands the power customer preference to spend it in the plant. BOR tries to be very careful with what projects are done.

This was a great opportunity to really get to enhance the whole exhibit experience. It was never really developed when the visitor center opened. It was reported that the project was way over budget, but this is really the first time it has had a real full visitor center experience. Thank goodness for SNPLMA for providing this opportunity.

Commission Puliz asked who the owner of the parking lot on the Nevada side of the Hoover Dam (Dam) used by people to walk up the bridge to see the Dam, is there any way to charge a parking fee to generate some extra cash.

Ms. Saumier stated the power customers pay for the parking lot and maintenance of the walkway. It was a SNPLMA funded project to develop it. The power customers pay for all operation and maintenance costs. That is part of one of the expenses that would be built into that proposed entry fee.

Commissioner Puliz clarified the entry fee would be charged to enter that parking lot as it is free now. People get to go there and walk out on the bridge look at the Dam and take pictures.

Ms. Saumier stated the parking lot is within the security zone. That parking lot would be incorporated into the area for the entry fee.

Commissioner Winterton asked when BOR did the analysis about $15 a car, did the BOR make any assumptions about what the decrease would be once people are charged. In other words, it is free today, were there any assumptions that the BOR would expect less people to be visiting it once charges are started.

Ms. Saumier stated the BOR does not assume it would affect visitation very much. Right now, people will drive up to security with $20 bills hanging out the window because they are shocked that they do not have to pay anything.

Commissioner Winterton asked has the BOR considered or explored a strongly suggested donation program where a person or family would not feel obligated to donate, presented not as a requirement. Where it is perhaps $20 a family. It is a suggested donation for anyone who would like to help or something along those lines, is that feasible.

Ms. Saumier will have to ask our Solicitors' office if there are any limitations on that. It is not something she has knowledge of currently.

Commissioner Winterton stated that is probably something the BOR could put in place immediately. Perhaps, a little glossy handout or something that strongly encourages the public to donate to help support the employees or the landmark but is not required. The public would not have a problem with making the donation.

Ms. Saumier stated she would bring the inquiry back to the solicitors' office.

Vice Chairwoman Kelley stated that Ms. Saumier shared with the Commission how you personally and the BOR is unable to lobby and not knowing enough about federal politics to understand how something like this gets changed. There are people like us, our customers, the BOR customers on the power side, there is a visitor interest for Southern Nevada as well as for Arizona and lot of conversations on different things. To your knowledge, is there any group, person, or entity that you know is working on this.

Mr. Witkoski commented Staff is having discussions with the Commission's Arizona counterparts. There are a couple on the federal level being reviewed. Ms. Saumier mentioned the item about Post-Retirement Benefits (PRB). The Commission has not really been briefed on that issue because it has gone on for 20 years.

DRAFT

It is an issue, there is $42 mil in an account that if the Commission can get some blessing from Congress, BOR feels it could be used to help with the plant. Part of those discussions Staff is having with Arizona which is also looking at PRBs. Arizona is a little farther ahead of Nevada on considering this issue. This is the reason for the discussion today. If this is something that the Commission would want to be involved with, Mr. Witkoski will work with our counterparts in Arizona, and Staff will also try to build alliances with California and Metropolitan. Staff are gearing up to work on that PRB issue as there is $42 mil just sitting there.

This issue shared today is just at the beginning stage for the Commission staff.

Chairwoman Premsrirut asked about pre-COVID operations. It is still working at a shortfall,

Ms. Saumier stated the BOR did not historically look at visitor services expenses the same way. The process began and to what really are all the cost to host the visitors. For example, the cost of when there was a police force or now that there is a Security Response Force. Those expenses were not incorporated as being a portion assigned to visitor services. However, certainly there is a much larger security response force being opened to the public than a closed facility. We started looking at all those kinds of expenses which go into being opened to the public, do we do it exclusively or more of it to host the public. Staff have gone through all the expenses.

BOR was much closer to covering the O&M cost, but not close to being able to cover any kind of capital improvements. The site has things that are really falling apart, as far as the improvements needed to be made to the visitor center and the types of facilities where band-aids were placed on things. The visitor center has sandstone floors that are literally crumbling. So, now the expenses are several million dollars. This has been kind of an evolutionary thing. When looking at what these expenses were when it was the highway is not the same as what it looks like now that these costs are all completely associated with the public that are visiting the Dams and not just people passing through. The O&M costs before COVID were much closer to being covered.

Commissioner Kirkpatrick stated the Bureau of Land Management (BLM) charges to get into certain places and reservations and all that. She asked what makes this different? What about this ACT states that BOR cannot charge when BLM is doing it.

Ms. Saumier responded; I am not an expert.

Commissioner Kirkpatrick addressed Mr. Witkoski to see if he had the answer.

Mr. Witkoski stated Ms. Briggs can comment on that. The legal Staff has looked at the law. Basically, national parks can charge, but the Secretary of interior has a restriction and Bureau of Reclamation is under the Secretary of Interior.

Ms. Briggs confirmed that the act prohibits the Bureau of Reclamation from charging an entrance fee for property they maintain it is not specific to Hoover Dam.

Commissioner Kirkpatrick stated the reason for my concern is that 2.3 million people live here, and maybe a million understand what the Hoover Dam is and why it exists. Nevada does not teach it in 4th grade anymore. This is such a historical and important piece to the Western United States. I sit on the National Association of Counties, which represents counties, I would be happy to bring a resolution to allow that to happen. Collecting letters for the Commission, Clark County Commission to gather support. She does not want the Nevada experience to go away, for one.

Yet, more importantly today, people are not paying attention to water, electricity, renewables, renewable portfolio standard (RPS), all those things. This is one thing Hoover Dam does for everybody, not just us. If choosing to go on a campaign, I am all in, but we must be altogether. We could be asking the Governor, the western states, have a coalition, Southern Nevada Water Authority, we all need to educate people on the importance of the Hoover Dam. It is the State's history. Personally, I do not like getting presentations without having an action item, let's fix it. Presentations and no action on them because let's fix it. She asked what Staff wants the Commission to do.

Mr. Witkoski stated Staff was reluctant in making this an action due to the sensitivity of the issues related to tourism and the people of Nevada that visit the Dam. Staff wanted BOR to present the information and let the Commission decide as to whether to make it an action item at the October 10, 2023, meeting. Staff can come back with a plan.

Commissioner Kirkpatrick stated what would be helpful, but it would also be helpful to know if BOR can put out a donation box. Donation boxes are sighted in front of the Smithsonian and other museums. Explore that option, as well.

Mr. Witkoski stated Staff has discussed this a little bit with the Representative from the Governor's Office and hopes they are in attendance today. He will share this information.

Commissioner Winterton asked Ms. Briggs for a quick legal analysis of the Federal Lands Recreation Enhancement Act to see if it prohibits donations because it could literally put that in place tomorrow. BOR could get something like a commemorative pin that would cost a dollar to produce and some quick programs that can be put in place where people come in, the BOR could literally put that in place in two months as long as it is legally allowed. He added that he cannot imagine why it would not be allowed because it is not mandatory or required. It would be a great way to generate revenue.

Chairwoman Premsrirut stated it is preferred using this approach to having all the information and having a presentation primarily because our Commission is comprised of a wide variety of talented individuals with very multifaceted backgrounds and by doing this, it is elicited a lot of great suggestions, commentary, and food for thought. The Commission would welcome an action item in October. To the extent the Commission is able to do something from the Commission's perspective to support bridging the operational shortfall gap of the visitor center within our legal confines.

The Chairwoman thank Ms. Saumier for the coming and providing a very thorough presentation and answering the plethora of questions that the Commissioners tend to ask.

DRAFT

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

Basic Water Company Bankruptcy.

Special Counsel Briggs provided an update of the bankruptcy courts denial of their motion to approve their sale that has not been brought back to the court. The debtors filed an amended plan for confirmation and that is essentially the same as what they were trying to do with their motion to approve the sale. Basic Water Company is trying to sell substantially all of their assets to Precision Castparts for $8 million.

The confirmation hearing is set for October 10, 2023, which will be the next Commission meeting day. There will probably be a revised assignment on that agenda. All of the Commission's contracts under the plan that Basic Water Company is seeking to get confirmed, are being assumed by Precision Castparts as they were before.

Chairwoman Premsrirut asked by and through that amended procedure or the confirmation of the plan, does the Commission still have consent rights or are those rights' part and parcel to approval of the plan and does the Commission has to accept the assumption.

Ms. Briggs stated it is part of the plan that the Commission has an obligation to approve whatever the assignment is, it can deny and then the Commission would see what would happen. Ideally, we negotiated this with the Debtors Counsel, they wanted reasonable approval.

Chairwoman Premsrirut asked does the Commission retain some discretion, albeit it's essentially pre-determined or at least the material parts are discussed prior to confirmation of the plan.

Ms. Briggs stated the plan has a list of the contracts that Precision Castparts are assuming and there is an asterisk next to the Commission's Contracts that requires the Commission's approval of the assignments.

Mr. Witkoski added Staff would expect that because the bankruptcy hearings scheduled to be held the morning of October 10, 2023, that an agenda item will be on the Commission meeting scheduled for that same afternoon.

DRAFT

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

Assistant Director, Natural Resources Warren Turkett, Ph.D. and Senior Assistant Director, Sara Price provided an update on current negotiations presented A copy of the report is attached and made a part of the minutes (See Attachment B).

Commissioner Winterton asked if there was a difference between power pool and dead pool.

Dr. Turkett responded that power pool is the minimum elevation to generate hydropower, whereas dead pool is the elevation where water is no longer able to be released downstream.

Update on Current Negotiations

Post-2026 Federal Register Notice and Draft Environmental Impact Statement

Reclamation is currently processing the scoping comments submitted in August by a voluminous number of stakeholders, including Basin States, water users, NGOs, tribes and others for long term operating guidelines to replace the 2007 Interim Guidelines which expire in 2026. The comments have been published and are available on the Bureau of Reclamations' website. Negotiations in the Basins are just beginning to take place. It is evident from the variety of comments from the Upper and Lower Basins it will be a long haul requiring a lot of diligence but there is no doubt that the issues will be reconciled.

The environmental compliance pieces are running in tandem with that, the supplemental environmental impact statement is due to be released this fall, probably in early October regarding actions through 2026 to address and respond to near term risks of declining hydrology on the river.

Staff are very appreciative of the Reclamations presentation. Hearing what is expected in the move into the future are more creative paradigms for funding across the board. This is an opportunity to really reevaluate how the whole system is being applied and addressed, where things are broken and not working, we will try and work towards fixing them. As we can see from the presentation, this is one of those gaps that will be important to fill one way or the other. Staff will continue to keep the Commission appraised as the negotiations move forward.

DRAFT

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

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

L. Comments and questions from the Commission members.

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

M. Selection of the next possible meeting date .

The next meeting is tentatively scheduled for 1:30 p.m. on October 10, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

N. Adjournment .

The meeting was adjourned at 2:39 p.m.

_____
Eric Witkoski, Executive Director

APPROVED:

_____
Puoy K. Premsrirut, Chairwoman

DRAFT

BUREAU OF RECLAMATION

Hoover Dam Public Visitation

Status, Challenges and Considerations

Terri Saumier, Facilities Services Manager LCDO

September 12, 2023

1

1

Hoover Dam Public Visitation - Status

- Visitation
  - Non-commercial entries
    - Pre-COVID 300K to 395K visitors/month
    - Post-COVID 200K to 240K visitors/month
  - Commercial entries - Commercial Use Authorization Program (CUA)
    - CUA implemented January 2020 permit requires – April 2020 start fee collection
    - Post-COVID began collecting CUA fee ($5 / head) November 2021
    - Pre-COVID 35K to 85K visitors/month
    - Post-COVID 22K to 35K visitors/month

2

2

Hoover Dam Public Visitation - Status

- Revenue
  - Paid Visitor Center Tours
    - Dam Tour $30 – max daily capacity 390/day
    - Powerplant tour $15 – max capacity 3,120/day*
    - Exhibits Only $10 – no limit other than building occupancy
    - 11-12% of visitors pay for a Visitor Center ticket

      *some variation in ticket prices for children
  - Parking
    - Parking Garage & AZ Spillway Lot $10/vehicle
    - 25% of vehicles pay for parking
  - CUA
    - Permit fee $300/yr – 136 active permits
    - $5/head upon entering

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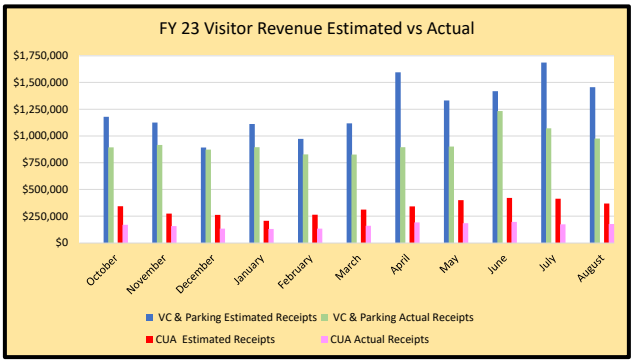
Hoover Dam Public Visitation - Status

- Revenue
  - Pre-COVID Estimated Visitor Services receipts $19M/yr
    - $15M Visitor Center ticket sales & Parking
    - $4M Commercial Use Authorization
    - Revising estimate to $17M in 2025 budget
      - $15M ticket sales
      - $ 2M Commercial Use Authorization
  - COVID-19 has had significant impact
    - $8.48M shortfall in FY 2020
    - $9.42M shortfall in FY 2021
    - $9.14M shortfall in FY 2022
    - $5 to $6M PROJECTED FY 2023



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Hoover Dam Public Visitation - Challenges

- Visitor Services Expenses
  - Things we do exclusively to host visiting public or things we do more of to host visiting public
    - Visitor Center & OEB – Tour staff, Routine repairs & maintenance by Reclamation forces, SRF, Contracted security, Cleaning contract, Ticketing contract, Pest control contract
    - Railroad Tunnel trail, Parking garage, Parking lots, Memorial Bridge Plaza, Monument Plaza, roads, walkways, trash disposal, restaurant & gift store support
    - Security – Checkpoint, SRF Guards & Command Center, NPS Interagency Agreement, Contracted security
    - Water & wastewater treatment, restrooms
    - Major Repairs & Replacements, Extra Ordinary Maintenance, Capital Improvements
  - Operations and Maintenance approximately $18M
  - Major Repairs and Replacements, Capital Improvements approximately $7M

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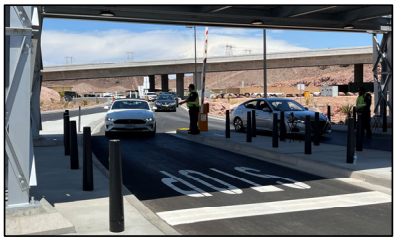
Hoover Dam Public Visitation - Challenges

- Other funding sources received
  - Southern Nevada Public Lands Management Act (SNPLMA) 2001-present
    - 19 projects completed ~ $19M
    - 4 projects underway ~ $38M
  - Federal Lands Transportation Program (FLTP) 2018-present
    - 6 projects completed - $5,390,882
  - Reclamation Denver Security - Post-9/11 security enhancements
    - Guards/Law Enforcement $10,287,907
    - Projects - $ 24,278,315



- Other Possible Funding Sources
  - Entry Fee?
  - Post Retirement Benefits – working
  - Merchandise Sales – very small to no return on investment

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Hoover Dam Public Visitation - Challenges

- Funding Legislation
  - 43 U.S.C. § 618 Promulgation of charges for electrical energy
    - The Secretary of the Interior is authorized and directed to, and he shall, promulgate charges, or the basis of computation thereof, for electrical energy generated at Hoover Dam beginning June 1, 1937, computed to be sufficient, together with other net revenues from the project, to accomplish the following purposes:
      - (a) To meet the cost of operation and maintenance, and to provide for replacements, of the project beginning June 1, 1937;
      - (b) To repay to the Treasury, with interest, the advances to the Colorado River Dam Fund for the project made prior to June 1, 1937……..

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Hoover Dam Public Visitation - Challenges

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Hoover Dam Public Visitation - Considerations

- Hoover Visitor Services Program
  - Objectives
    - Collect enough in Visitor Services revenue to cover the costs of Visitor Services
    - All public enjoying the amenities provided at Hoover share in paying for the amenities
  - Current Status
    - Estimated annual requirement - $25M
      - $18M for O&M
      - $7M for Capital Improvements
    - Current Revenue - ~$12M
      - Current revenue impacted by COVID
      - Estimate revenue to recover to $17M

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Hoover Dam Public Visitation - Considerations

- Hoover Visitor Services Program
  - Why doesn't Hoover charge an entry fee?
    - Hoover is currently able to charge for tours and parking under Federal Lands Recreation Enhancement Act (FLREA) as "Standard Amenity Recreation Fees"
    - FLREA prohibits Reclamation from charging entrance fee
  - Authority to charge an entry fee would require legislative action – restrictions on federal agencies or employees on lobbying for legislative action

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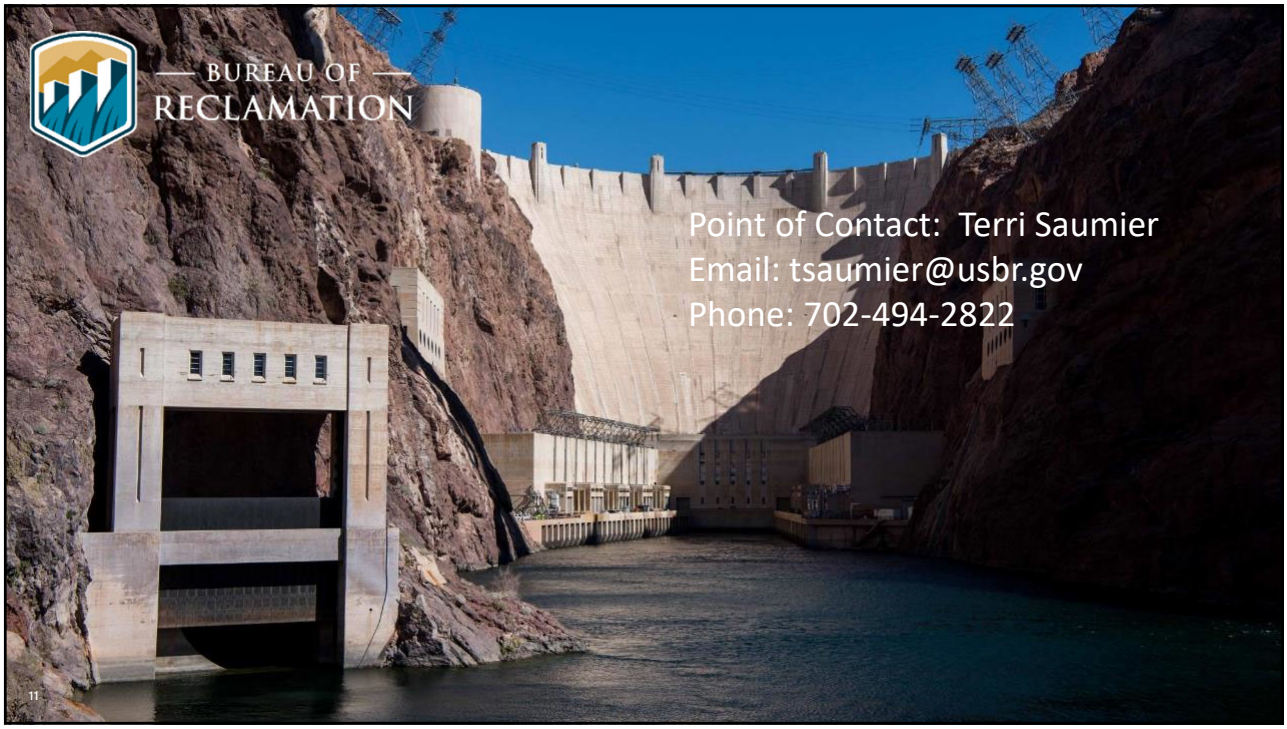
BUREAU OF
RECLAMATION
Point of Contact: Terri Saumier
Email: tsaumier@usbr.gov
Phone: 702-494-2822
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Colorado River Commission of Nevada

Hydrology and River Updates

Warren Turkett

September 12, 2023

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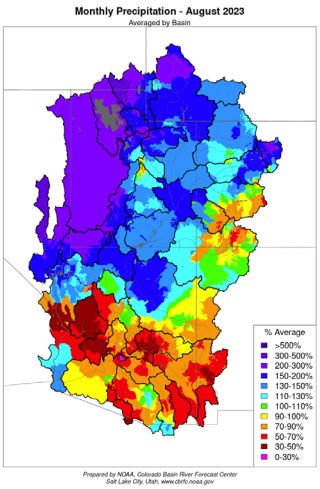
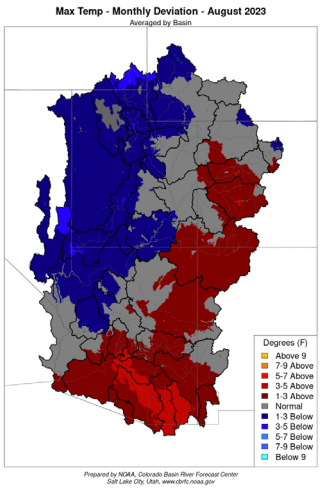
1

Precipitation and Temperature





Lake Powell %Average Precipitation Water Year 2023

Area	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Water Year
UC-Powell	84	82	152	170	102	183	67	67	136	47	123	112

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August 24 Month Study Determination

Reclamation released the results of the August 24 Month Study, which is used to determine the upcoming years operations for both reservoirs.

- Lake Powell will be operated in the Mid-Elevation Release Tier with a release of 7.48 million acre-feet in water year 2024;
- Lake Mead will operate in a Level 1 Shortage Condition for the lower basin.
  - Nevada will have a 13,000 acre-feet reduction from the 2007 Interim Guidelines; and
  - An 8,000 acre-feet Drought Contingency Plan contribution in calendar year 2024.

The above average runoff this year contributed to an improvement in operations over the current Level 2 Shortage Conditions experienced last year.

Reclamation press release:
https://www.usbr.gov/newsroom/news-release/4603

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2007 Interim Guidelines, Minute 323, Lower Basin Drought Contingency Plan, and Binational Water Scarcity Contingency Plan

Total Volumes (kaf)

Lake Mead Elevation (feet msl)	2007 Interim Guidelines Shortages		Minute 323 Delivery Reductions	Total Combined Reductions	DCP Water Savings Contributions			Binational Water Scarcity Contingency Plan Savings	Combined Volumes by Country *US: (2007 Interim Guidelines Shortages + DCP Contributions)* *Mexico: (Minute 323 Delivery Reductions + Binational Water Scarcity Contingency Plan Savings)*					Total Combined Volumes
	AZ	NV	Mexico	***Lower Basin States + Mexico***	AZ	NV	CA	Mexico	*AZ Total*	*NV Total*	*CA Total*	*Lower Basin States Total*	*Mexico Total*	***Lower Basin States + Mexico***
1,090 - 1,075	0	0	0	***0***	192	8	0	41	192	8	0	*200*	*41*	***241***
1,075 - 1050	320	13	50	***383***	192	8	0	30	512	21	0	*533*	*80*	***613***
1,050 - 1,045	400	17	70	***487***	192	8	0	34	592	25	0	*617*	*104*	***721***
1,045 - 1,040	400	17	70	***487***	240	10	200	76	640	27	200	*867*	*146*	***1,013***
1,040 - 1,035	400	17	70	***487***	240	10	250	84	640	27	250	*917*	*154*	***1,071***
1,035 - 1,030	400	17	70	***487***	240	10	300	92	640	27	300	*967*	*162*	***1,129***
1,030 - 1,025	400	17	70	***487***	240	10	350	101	640	27	350	*1,017*	*171*	***1,188***
<1,025	480	20	125	***625***	240	10	350	150	720	30	350	*1,100*	*275*	***1,375***

Tier 1

On August 15, Reclamation released the August 24 Month Study which determined the upcoming years operations. Lake Mead in calendar year 2024 will be operated in a Level 1 Shortage Condition.

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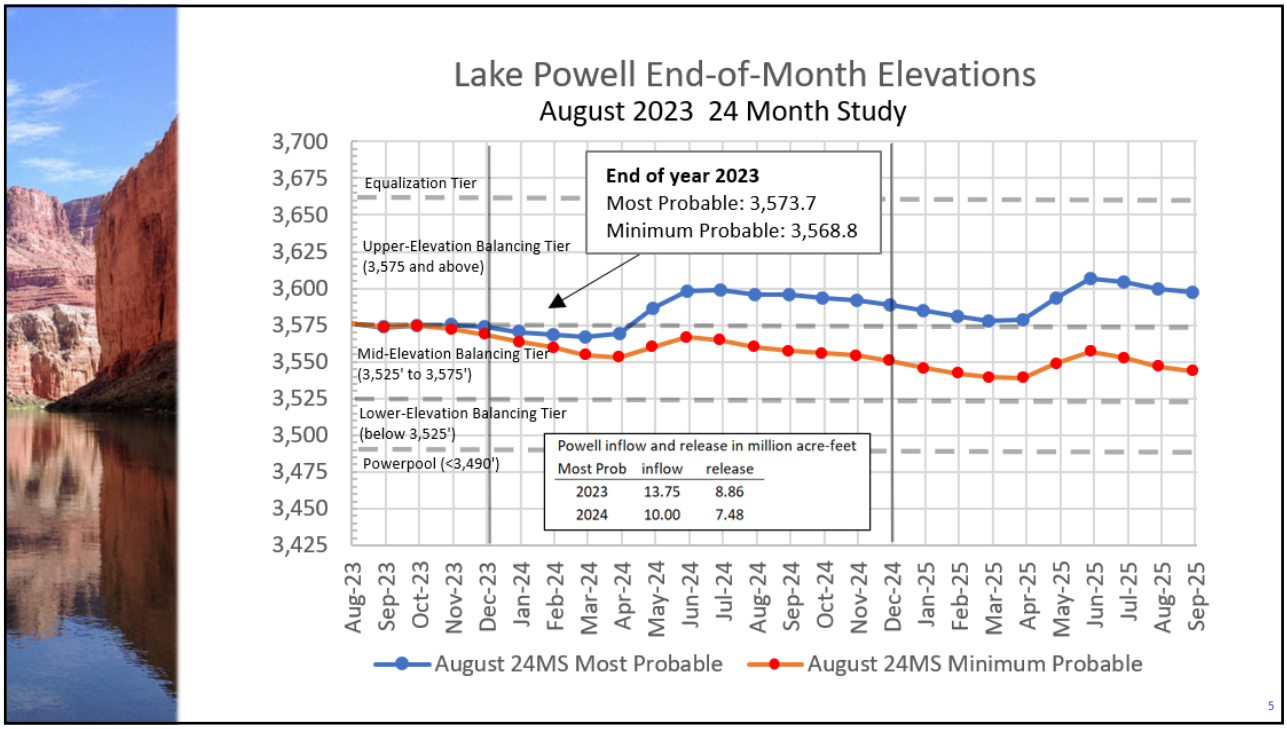
Lake Powell End-of-Month Elevations
August 2023 24 Month Study
3,700
3,675
3,650
3,625
3,600
3,575
3,550
3,525
3,500
3,475
3,450
3,425
Equalization Tier
Upper-Elevation Balancing Tier
(3,575 and above)
Mid-Elevation Balancing Tier
(3,525' to 3,575')
Lower-Elevation Balancing Tier
(below 3,525')
Powerpool (<3,490')
End of year 2023
Most Probable: 3,573.7
Minimum Probable: 3,568.8
Powell inflow and release in million acre-feet
Most Prob inflow release
2023 13.75 8.86
2024 10.00 7.48
Aug-23 Sep-23 Oct-23 Nov-23 Dec-23 Jan-24 Feb-24 Mar-24 Apr-24 May-24 Jun-24 Jul-24 Aug-24 Sep-24 Oct-24 Nov-24 Dec-24 Jan-25 Feb-25 Mar-25 Apr-25 May-25 Jun-25 Jul-25 Aug-25 Sep-25
August 24MS Most Probable
August 24MS Minimum Probable
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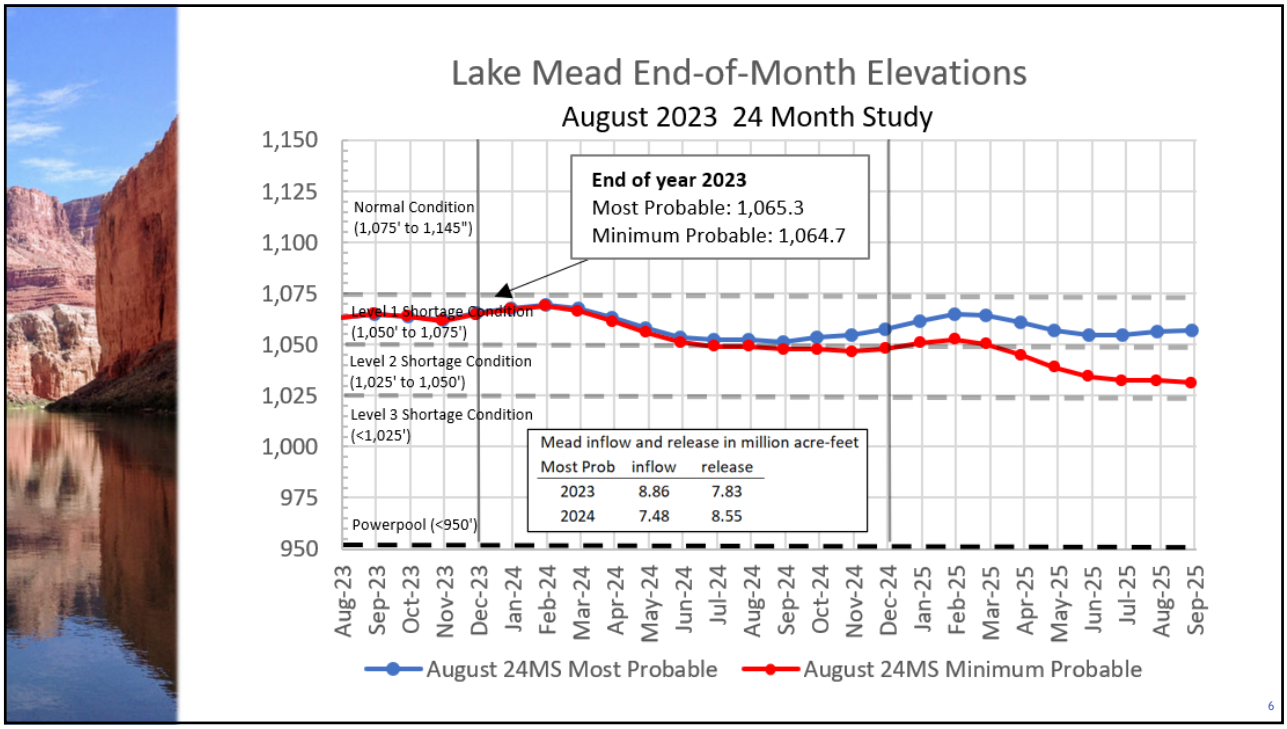
Lake Mead End-of-Month Elevations
August 2023 24 Month Study
1,150
1,125
1,100
1,075
1,050
1,025
1,000
975
950
Normal Condition
(1,075' to 1,145")
Level 1 Shortage Condition
(1,050' to 1,075')
Level 2 Shortage Condition
(1,025' to 1,050')
Level 3 Shortage Condition
(<1,025')
Powerpool (<950')
End of year 2023
Most Probable: 1,065.3
Minimum Probable: 1,064.7
Mead inflow and release in million acre-feet
Most Prob inflow release
2023 8.86 7.83
2024 7.48 8.55
Aug-23 Sep-23 Oct-23 Nov-23 Dec-23 Jan-24 Feb-24 Mar-24 Apr-24 May-24 Jun-24 Jul-24 Aug-24 Sep-24 Oct-24 Nov-24 Dec-24 Jan-25 Feb-25 Mar-25 Apr-25 May-25 Jun-25 Jul-25 Aug-25 Sep-25
August 24MS Most Probable
August 24MS Minimum Probable
6

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Water Use In Southern Nevada

2023 January - July Southern Nevada Water Use[1]	Acre-Feet
Nevada Annual Allocation	300,000
Drought Contingency Plan contribution	-8,000
Interim Guidelines Shortages	-17,000
Diversions	254,938
Return Flow Credits	139,412
Consumptive Use	115,526 (-19% compared to last year)

[1] 2023 Consumptive use data is preliminary.

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Negotiations and Updates

Draft Environmental Impact Statement (DEIS)

Reclamation is still on track to release a new draft SEIS this fall regarding actions through 2026 to address and respond to near term risks of declining hydrology on the river.

Post-2026 Federal Register Notice

Reclamation is currently processing the scoping comments submitted in August by a voluminous number of stakeholders, including Basin States, water users, NGOs, tribes and others for long term operating guidelines to replace the 2007 Interim Guidelines which expire in 2026. Negotiations in the Basins are just beginning to take place.

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COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF OCTOBER 10, 2023

SUBJECT: *For Possible Action:* Adoption Hearing for LCB File No. R023-23. Hearing by the Commission to receive comments followed by consideration of and possible action, including adoption, revision, or rejection, regarding the following proposed amendment to the Nevada Administrative Code (NAC) Chapter 538; Specifically, NAC 538.370, NAC 538.460, NAC 538.470, and NAC 538.490 are deemed unnecessary and are therefore being repealed. NAC 538.025 is being placed near other similar regulations for clarity.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission adopt the proposed changes to the Commission's regulations as set forth in LCB File No. R023-23.
FISCAL IMPACT: None.

BACKGROUND:

A review of the regulations was undertaken at the request of Governor Lombardo under his Executive Order 2023-03 issued January 12, 2023.

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

Public Hearings on the Commission regulations were held on March 15, and April 11, 2023. No oral comments were received from the public at either hearing. No written comments were filed prior to, at, or after the meetings.

Staff did receive a phone call regarding the proposed changes from one of its major customers and an explanation of the changes was provided. It should be noted that all notices of the changes are emailed to the Commission contractors to ensure they are aware of any potential changes.

PROPOSED CHANGES:

Below is a chart that shows when the regulation was first effective, the reason for the recommendation to change or repeal, and the actual wording of the regulation.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF OCTOBER 10, 2023

PROPOSED REGULATION CHANGES PURSUANT TO GOVERNOR'S EXECTIVE ORDER 2023-03

Effective/ Revised	Recommendation	Regulation
Eff. 2014	Move to "Marketing of Power" section to follow NAC 538.385 where definitions of other Schedule A, B and C power are defined.	**NAC 538.025 "Schedule D" defined**. (NRS 538.181, 538.201) "Schedule D" means the schedule appearing at 43 U.S.C. § 619a(a)(2)(A) which specifies the amount of: 1. Contingent capacity of the Hoover power plant; and 2. Associated firm energy, allocated in that schedule for allocation to new allottees.
Eff. 1985	Repeal - associated with the uprating of Hoover in the 1980s. No longer needed.	**NAC 538.370 "Program for increasing capacity" defined**. (NRS 538.201) "Program for increasing capacity" means the program for increasing the capacity of existing generating equipment and appurtenances at the Hoover power plant authorized by 43 U.S.C. § 619. This is equivalent to the uprating program referred to in Public Law 98-381.
Eff. 2014	Repeal - not needed. Compliance with all reliability standards, including minimum reserve requirements, is no longer voluntary. Northern Electric Reliability Organization (NERC) has enforcement authority to ensure compliance.	**NAC 538.460 Minimum reserves of contractor; exception. (**NRS 538.181**,** 538.201**)** Each contractor must meet the minimum recommendation for reserves set by the Western Electricity Coordinating Council unless the contractor receives power from the Commission over the facilities of a utility that meets the minimum recommendation for reserves set by the Western Electricity Coordinating Council.

Eff. 2001	Repeal - not needed. The CRC markets the products it receives from WAPA. Product parameters, including load factors are addressed in WAPA's contract with the CRC and the CRC's contracts with its customers.	**NAC 538.470 Capacity offered at varying load factors; identification**. (NRS 538.181, 538.201) Capacity from the Boulder Canyon Project, Parker-Davis Project and Salt Lake City Area Integrated Projects will be: 1. Offered by the Commission at varying load factors; and 2. Identified by the Commission in an exhibit to the contract to purchase power.
Eff. 2014	Repeal requirements for October 1, 2017, have been met	**NAC 538.495 New contracts. (**NRS 538.181**,** 538.201**)** Before the expiration of a contract for the delivery of long-term power from the Boulder Canyon Project designated in Schedule A or Schedule B pursuant to subsection 1 of NAC 538.500, the Commission will offer the contractor a new contract for the delivery of such power for the period commencing on October 1, 2017, and ending on September 30, 2067.

STAFF'S RECOMMENDATION

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

STATE OF NEVADA

JOE LOMBARDO, *Governor*
PUOY K. PREMSRIRUT, *Chairwoman*
KARA J. KELLEY, *Vice Chairwoman*
ERIC WITKOSKI, *Executive Director*

JUSTIN JONES, *Commissioner*
MARILYN KIRKPATRICK, *Commissioner*
ALLEN J. PULIZ, *Commissioner*
DAN H. STEWART, *Commissioner*
CODY T. WINTERTON, *Commissioner*

COLORADO RIVER COMMISSION
OF NEVADA

September 5, 2023

NOTICE OF INTENT TO ACT UPON A REGULATION
AND
NOTICE OF HEARING FOR THE ADOPTION OF REGULATIONS
PURSUANT TO LCB FILE NO. R023-23

The Colorado River Commission of Nevada (Commission or CRCNV) will be holding a public adoption hearing at **1:30 p.m., Tuesday, October 10, 2023,** at the **CLARK COUNTY GOVERNMENT CENTER, COMMISSION CHAMBERS, 500 SOUTH GRAND CENTRAL PARKWAY, LAS VEGAS, NEVADA.** This public adoption hearing will be included on the agenda for the Commission's October 10, 2023, meeting.

The public may attend this workshop and public hearing via videoconference by Webex link at: www.crc.nv.gov, under the meeting tab or in person at the Clark County Government Center, Commission Chambers, 500 S. Grand Central Parkway, Las Vegas, NV 89155.

The purpose of the hearing is for the Commission to consider and take possible action to approve, modify or reject, in whole or in part, the revised placement of NAC 538.025, and the repeal of NAC 538.370, NAC 538.460, NAC 538.470 and NAC 538.495.

The following information is provided pursuant to the requirements of NRS 233B.0603:

1. NAC 538.370, NAC 538.460, NAC 538.470 and NAC 538.49 are deemed unnecessary and are therefore being deleted. NAC 538.025 is being placed near other similar regulations for clarity.

2. The estimated impact of the regulations:

a) The proposed regulations will not have a significant adverse or beneficial economic impact upon the regulated industry, either immediately or long-term.

b) The proposed regulations will not have a significant adverse or beneficial economic impact upon the public, either immediately or long-term.

555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065 Phone: (702) 486-2670
Fax: (702) 486-2695
http://crc.nv.gov

3. The Commission determined the impact on small business as required pursuant to NRS 233B.0608 by receiving and analyzing written and verbal comments from the public at workshop on April 11, 2023.

4. The Commission has not incurred and is anticipated to not incur additional enforcement and regulatory oversight expenses as a result of the repeal or relocating proposed herein.

5. The Commission is not aware of any overlap or duplication of the proposed regulations with any regulations of other state or local governmental agencies.

6. The proposed regulation changes are not required pursuant to federal law.

7. The proposed regulation changes are not more stringent than any federal regulation that regulates the same activity.

8. The proposed regulation changes do not establish a new fee or increase an existing fee.

Interested parties and members of the public may provide comments to the Commission on the Draft regulation, LCB File No. R023-23, either by appearing at the October 10, 2023, public hearing to provide oral comments, or by submitting written comments addressed to: Executive Director, RE: LCB File No. R023-23. Written comments must be delivered to the Commission's offices by **5:00 p.m. on Monday, October 9, 2023**, for inclusion in the materials provided to the Commission for the hearing.

Written comments may be submitted to the Commission via email at crcadmins@crc.nv.gov or may be delivered by mail or in person to the Commission's offices at 555 East Washington Avenue, Suite 3100, Las Vegas, Nevada 89101.

AVAILABILITY OF DOCUMENTS

A copy of the revised regulations is attached to this Notice. In addition, this Notice and the revised regulation are available at:

- The Commission's offices at 555 East Washington Avenue, Suite 3100, Las Vegas, NV 89101, during business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.), and
- Online at: www.crc.nv.gov

A copy of the Agenda for the October 10, 2023, Commission meeting will be available on the Commission's website at least 3 business days before the meeting. Any person may request a copy of the agenda be sent to them by calling Tamisha Randolph at the Commission's offices at (702) 486-2670. At the discretion of the Chairman, agenda items may be taken out of order or the meeting or may be continued as deemed necessary. The Commission may combine two or more items for consideration and may remove an item from the agenda at any time.

NOTICE: The Commission is pleased to make reasonable accommodations for persons who are disabled and wish to attend the workshop. If special arrangements are required, please notify the Colorado River Commission of Nevada in writing, 555 E. Washington Avenue, Suite 3100, Las Vegas, NV 89101 or by calling (702) 486-2670 at least 2 business days prior to the meeting.

This Notice of Public Meeting has been sent to all persons on the agency's service list and posted at the following locations:

Colorado River Commission website: www.crc.nv.gov

Nevada Public Notice website: https://notice.nv.gov

Legislative Counsel Bureau website: www.leg.state.nv.us

PROPOSED REGULATION CHANGES OF THE

COLORADO RIVER COMMISSION

LCB FILE NO. R023-23

CHAPTER 538 - COLORADO RIVER COMMISSION OF NEVADA

NAC 538.025 IS BEING MOVED TO FOLLOW NAC 538.385 "SCHEDULE C" DEFINED.

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

1. Contingent capacity of the Hoover power plant; and
2. Associated firm energy, allocated in that schedule for allocation to new allottees.

(Added to NAC by Colorado River Comm'n by R148-13, eff. 6-23-2014)

THE FOLLOWING REGULATIONS, NAC 538.370, NAC 538.460, NAC 538.470, AND NAC 538.495 ARE BEING REPEALED.

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

(Added to NAC by Colorado River Comm'n, eff. 9-13-85)

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

(Added to NAC by Colorado River Comm'n, eff. 9-13-85; A 11-24-87; R148-13, 6-23-2014)

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

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

(Added to NAC by Colorado River Comm'n, eff. 9-13-85; A 12-17-87; R123-00, 2-15-2001)

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

(Added to NAC by Colorado River Comm'n by R148-13, eff. 6-23-2014)

SMALL BUSINESS IMPACT STATEMENT

LCB FILE NO. R023-23

The Colorado River Commission of Nevada (Commission) is an executive agency of the State of Nevada responsible for acquiring and managing Nevada's share of water and hydropower resources from the Colorado River. The Commission has been involved in the marketing and allocation of federal hydropower since 1936. The proposed revised regulations are necessary to ensure agency procedures are relevant for future hydropower marketing and operations.

The proposed regulation changes:

1. Revises the placement of NAC 538.025, repeal of NAC 538.370, NAC 538.460, NAC 538.470, and NAC 538.495.

Pursuant to NRS 233B.0608 and NRS 233B.0609, the staff of the Commission has made a concerted effort to determine whether the proposed regulations are likely to (a) Impose a direct and significant economic burden upon small businesses, or (b) Directly restrict the formation, operation, or expansion of a small business.

(a) A description of the manner in which comment was solicited from affected small businesses, a summary of their response and an explanation of the manner in which other interested persons may obtain a copy of the summary:

The Commission determined the impact on small business as required pursuant to NRS 233B.0608 by receiving and analyzing written and verbal comments from the public at workshop on April 11, 2023.

Additionally, the Commission has not contracted, and does not anticipate contracting with small business. Commission staff determined that there are no known small businesses that would be affected by the proposed revisions to its regulations.

(b) The manner in which the small business analysis was conducted:

Commission staff knowledgeable of the hydropower industry, reviewed the Commission's statutes, regulations, and its federal contracting requirements, and determined that there are no known small businesses that would be affected by its proposed revisions to its regulations.

(c) The estimated economic effect of the proposed regulation on the small businesses which it is to regulate, including, without limitation:

(1) Both adverse and beneficial effects:

(I) Adverse effects:
No known or anticipated adverse effect on small businesses.

(II) Beneficial effects:
No known or anticipated beneficial effect to small businesses.

(2) Both direct and indirect effects:

(I) Direct effect:
No known or anticipated direct effect to small businesses.

(II) Indirect effect:
No known or anticipated indirect effect to small businesses.

(d) A description of the methods that the Colorado River Commission of Nevada considered to reduce the impact of the proposed revisions to its regulations on small businesses and a statement whether the Commission actually used any part of those methods.

Because the Commission has determined that there is no impact on small businesses, the Commission has not considered a method to reduce the impact of the repeal of regulations on small businesses at this time.

(e) The estimated cost to the Commission for enforcement of the proposed regulation.

There is no cost to the Commission for enforcement of the proposed regulation.

(f) If the Commission's proposed revisions to its regulations provides a new fee or increases an existing fee, the total annual amount the Commission expects to collect and the manner in which the money will be used.

The Commission's proposed revisions to its regulations does not provide for a new fee or increase an existing fee.

(g) If the Commission's proposed revisions to its regulations includes provisions which duplicate or are more stringent than federal, state, or local standards regulating the same activity, an explanation of why such duplicative or more stringent provisions are necessary.

The Commission's proposed revisions to its regulations does not duplicate any existing federal, state, or local standards regulating the same activity.

(h) The reasons for the conclusions of Commission staff regarding the impact of its proposed revisions to its regulations on small businesses.

Commission staff has concluded that there will be no impact to small businesses that will result from the adoption of the proposed regulations for the reasons set forth below:

1. Pursuant to NRS chapter 538 and 704, the Commission is limited to the customers that it may provide hydropower to by contract and those contractors are not small business.

2. The proposed changes, change the placement of one regulation and repeal of four regulations that the Commission's contractors did not object to and will not impact their respective operations.

I certify that, to the best of my knowledge or belief, a concerted effort was made to determine the impact of the proposed regulation on small businesses, and the information contained in the Small Business Impact Statement was prepared properly and is accurate.

Eric Witkoski
Executive Director

Date 9/5/2023

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF OCTOBER 10, 2023

SUBJECT: *For Possible Action*: Consideration of and possible action to approve the proposed Assignment, Assumption, and Consent Agreement among the Colorado River Commission (Commission) of Nevada, Basic Water Company and Henderson WC LLC of existing hydropower contracts and related agreements between the Commission and Basic Water Company.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve the proposed Assignment, Assumption and Consent Agreement between the Commission, Basic Water Company and Henderson WC LLC.
FISCAL IMPACT: None.

BACKGROUND:

Basic Water Company Chapter 11 Bankruptcy – Basic Water Company (BWC) operates within the Black Mountain Industrial Park in Henderson, Nevada and is a legacy customer of the CRC going back to 1952. The BWC filed a plan for confirmation that essentially mirrors the previous motion to sell. Precision Castparts proposed to buy the assets for $8M.

There are objections to the plan. The CRC filed a response and reservation of rights to maintain its right to approve the assignment and assumption of the hydropower contracts. The plan confirmation hearing is scheduled for October 10. If approved, the CRC will consider assignment of the CRC hydropower contracts at its meeting the same day. If the court delays its ruling on the plan, the Commission may approve the assignment as to form pending court approval.

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement ("Assignment") is effective as of _____ ("Effective Date") by and among, the State of Nevada, acting by and through its COLORADO RIVER COMMISSION of NEVADA, hereinafter referred to as the CRCNV or the Commission, created by and existing pursuant to state law, the CRCNV acting both as principal in its own behalf and as an agent in behalf of the state, Assignor, BASIC WATER COMPANY, a Nevada corporation ("BWC"), and Assignee, Henderson WC LLC, an Oregon limited liability company ("HWC").

BACKGROUND

Whereas, CRCNV and BWC have entered into the following contracts and agreements (CRCNV Contracts):

1. Contract No. P01-BCPESC-A for the Sale of Electric Service from the Boulder Canyon Project.
2. Renewal Contract No. P01-70R for the Sale of Electric Power from the Parker Davis Project.
3. Contract No. P20-77 Agreement to Advance Funds for Parker-Davis Project Generation Facilities.
4. Contract No. P01-79 Agreement to Repay its Proportionate Share of the Cost of Securities Issued by the Commission to Prepay Hoover Power Base Charges.
5. Contract No. P18-JMA - Joint Management Agreement Among the Colorado River Commission of Nevada and Basic Water Company for Management and Power Supply Services, effective December 16, 2021.
6. Contract No. P01-MAPPS – Contract between the Colorado River Commission of Nevada and Basic Water Company for Management and Power Supply Services, effective December 16, 2021.
7. Contract No. P20-47 First Amended Agreement to Share the Costs of Implementation of the Lower Colorado River Multi-Species Conservation Program.

Whereas, BWC used hydropower to operate the water delivery system to the industries referred to as the Basic Group in that certain 1969 Section 5 Contract for the Delivery of Water with the Department of the Interior and CRCNV (Contract No. 14-06-300-2083) ("Section 5 Water

Delivery Contract");

Whereas, BWC filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code under the caption: In re Basic Water Company, Case No. 22-13252-mkn (the "Bankruptcy Case");

Whereas, as part of the Bankruptcy Case, BWC sought confirmation of its plan to enter into a Purchase and Sale Agreement with PRECISION CASTPARTS CORP., an Oregon corporation ("PRECISION"), the parent company of TITANIUM METALS CORPORATION, a Delaware corporation ("Timet"), part of the Basic Group, which includes the assumption of the CRCNV Contracts and the Section 5 Water Delivery Contract (the "Bankruptcy Plan");

Whereas, pursuant to such Purchase and Sale Agreement, PRECISION will purchase the water delivery assets of BWC (and co-debtor Basic Water SPE 1, LLC ("SPE"), Case No. 22-13253-mkn);

Whereas, PRECISION will assign the Purchase and Sale Agreement to HWC;

Whereas, Timet is the sole member of HWC;

Whereas, the bankruptcy court approved BWC's Bankruptcy Plan;

Whereas, BWC desires to assign all of its rights, obligations and liabilities under the CRCNV Contracts to HWC;

Whereas, HWC desires to accept and assume all of the rights, obligations and liabilities of BWC under the CRCNV Contracts;

Whereas, pursuant to NAC 538.550, no CRCNV hydropower contract may be assigned or otherwise transferred without prior written Commission approval;

Whereas, NRS 704.787 limits the customers that the CRCNV can serve under its current operations and customers that assume contracts for delivery of hydropower from the CRCNV would need to meet the requirements of the statute;

Whereas, this Assignment is proper based on the "load and location" interpretation of NRS 704.787 (*See In re Petition of Kerr-McGee Chemical, LLC*, 02-6041, 2002 WL 31017409 (Nev. P.U.C. Aug. 1, 2002); and

Whereas, HWC and BWC request that the Commission approve such assignment, acceptance, and assumption subject to the conditions in this Assignment.

/ / /

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. BWC hereby assigns to HWC and HWC hereby accepts and assumes all of BWC's rights, obligations, and liabilities under the CRCNV Contracts.

2. Without amending any provisions in the CRCNV Contracts to the contrary, CRCNV hereby consents to the foregoing assignment and assumption of rights on the following conditions:

a. HWC will post cash collateral in the amount of $170,077 or provide a letter of credit as collateral and meet all requirements outlined in NAC 538.744 associated with the hydropower contracts being assumed under this Assignment.

b. HWC will assume all financial responsibility for any power that is being consumed by the equipment formerly owned by BWC or SPE and metered by the CRCNV.

c. HWC agrees to layoff its excess hydropower allotment while it determines its ability to operate the water delivery system to the Basic Group. HWC agrees to give the CRCNV no less than 30 days notice of its intent to operate the water delivery system.

d. Following the Effective Date, HWC agrees to make reasonable efforts to regularly provide a non-binding monthly forecast of its electrical energy and demand for the upcoming 12 months.

3. This Assignment and any actions arising out of or relating to this Assignment shall be governed by and construed and interpreted in accordance with the laws of the state of Nevada and the United States of America without regard to the conflict of law provisions thereof.

4. This Assignment may be executed in counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

/ / /

/ / /

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date set forth above.

STATE OF NEVADA, acting by and through its COLORADO RIVER COMMISSION OF NEVADA

Approved as to form:

Eric Witkoski Date
Executive Director

Michelle D. Briggs Date
Special Counsel

BASIC WATER COMPANY

Approved as to form:

Date
Chief Executive Officer

Date
General Counsel

HENDERSON WC LLC

Date

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF OCTOBER 10, 2023

SUBJECT: *For Possible Action*: Consideration of and possible action to approve contract CRCBF-09 between successful bidder, Peak Substation Services, LLC., and the Colorado River Commission of Nevada based on bid solicitation 69CRC-S2457 for Boulder Flats Solar Interconnection Project for HV Circuit Breakers for $1,045,000.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve solicitation 69CRC-S2457 for Boulder Flats Solar Interconnection Project and authorize the Executive Director to sign the associated contract CRCBF-09 on behalf of the Commission.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

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

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

B. Background of Bid/Procurement

On August 7, 2023, bid solicitation No. 69CRC-S2457, was posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. The bid solicitations were sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on September 7, 2023. The evaluation period took place from September 13, 2023, through September 29, 2023. PEAK Substation Services was the sole bidder for this solicitation.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of high voltage circuit breakers as specified. The Equipment will be purchased by the CRCNV pursuant to NRS 538.161 (2) and the CRCNV's established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
LARRY BUTTS	PRESIDENT	78%
JASON HARRIS	SALES MANAGER	10%
WILLIAM DAVIS	ESTIMATOR	10%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☑ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☑ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature: _____ Print Name: JASON HARRIS

Title: SALES MANAGER Date: 8-30-23

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

Boulder Flats Solar Interconnection Project

Contract No. CRCBF-09
HV Circuit Breakers

Bid Documents and Specifications

For Award
October 10, 2023

Boulder Flats Solar Interconnection Project

Contract No. CRCBF-09
HV Circuit Breakers

Bid Documents and Specifications

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SECTION 100
REQUEST FOR BIDS

1. Notice.

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

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

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

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

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

Additional copies of documents may be requested by electronic mail to crcadmins@crc.nv.gov.

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

2. Equipment.

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

> 230-kV Power Circuit Breakers, 3000A, 63kA. The Material will be received and installed by an installation contractor under a separate contract.

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

3. Questions Regarding Request for Bid.

Questions concerning this Request for Bid should be directed to:

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

4. Pricing and Security.

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

5. Multiple Awards.

CRCNV may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: August 7, 2023 By:

Robert D. Reese

Assistant Director for Engineering and Operations

BID RESPONSE DEADLINE: September 7, 2023

SECTION 200
BID INSTRUCTIONS

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

SECTION 300
BID FORM

1. Project Identification:

Boulder Flats Solar Interconnection Project
Contract No. CRCBF-09
HV Circuit Breakers

2. This Bid is Submitted By:

Name: Peak Substation Services, LLC

Address: 801 1st Ave North Birmingham AL 35203

3. This Bid is Submitted To:

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

4. Bid Terms and Conditions.

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. 69CRC-S2457 Dated August 7, 2023

4.3.2. Bidder has become familiar with and satisfied itself as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Equipment.

4.3.3 Bidder is familiar with and has satisfied itself as to all federal, state, and local laws and regulations that may affect the cost, progress, performance, and furnishing of the Equipment.

4.3.4 Bidder is aware of the general nature of the work to be performed by the CRCNV or others, including the off-loading or installation of Equipment for which this Bid is submitted.

4.3.5 Bidder has given CRCNV written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by CRCNV is acceptable to Bidder. The Contract Documents are sufficient to indicate and convey understanding to Bidder of all its terms and conditions for performing and furnishing the Equipment for which this Bid is submitted.

4.3.6 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over CRCNV.

5. Bid Price.

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	Power Circuit Breaker, 3000 ampere, 63kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	Each	348,333.33	3	1,045,000.00	Hitachi	114
CONTRACT PRICE		$1,045,000.00						

*Notice-to-Proceed.

6. Delivery Schedule.

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

SIGNATURE OF BIDDER

By: Peak Substation Services, LLC
(Corporation Name)

By: _____
(Signature of Authorized Person)

Jason Harris Sales Manager
(Printed Name and Title)

Business Address:
801 1st Ave. North
Birmingham, AL 35203

Phone: 877-324-0909 Fax: 205-324-0955
Email: jharrris@peaksubstation.com

This Bid is Submitted On: September 6, 2023.

SECTION 320
BID ADDENDUM

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

SECTION 340
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 350
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

(Disclosure Form shall be filled out and submitted with Bid)

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 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 a 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 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: PEAK SUBSTATION SERVICES, LLC	
"Doing Business As" (if applicable):	
Street Address: 801 1ST AVE NORTH	**Website:** www.peaksubstation.com
City, State and Zip Code: BIRMINGHAM, AL 35203	**POC Name and Email:** JASON HARRIS jharris@peaksubsta
Telephone Number: 877-324-0909 x1	**Fax Number:** 205-324-0955
Local Street Address:	**Website:**
City, State and Zip Code:	**Local Fax Number:**
Local Telephone Number:	**Local POC Name and Email:**

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
LARRY BUTTS	PRESIDENT	78%
JASON HARRIS	SALES MANAGER	10%
WILLIAM DAVIS	ESTIMATOR	10%

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☑ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?
   ☐ Yes ☑ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature: _____ Print Name: JASON HARRIS

Title: SALES MANAGER Date: 8-30-23

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

For CRCNV Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name (Authorized Department Representative)

DISCLOSURE OF RELATIONSHIP

For CRCNV Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name (Authorized Department Representative)

For CRCNV Use Only:

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

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Notes/Comments:

_____
Signature

_____
Print Name (Authorized Department Representative)

For CRCNV Use Only:

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

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☐ 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. CRCBF-09
Boulder Flats Solar Interconnection Project

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

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	Power Circuit Breaker, 3000 ampere, 63kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada

2. Definitions

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCBF-09, HV

Circuit Breakers; section 500, Performance Bond; and the Specifications contained in section 600 through section 1200. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

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

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

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

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

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

3. CRCNV's Representative

3.1 The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret, and define the CRCNV's policies

and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

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

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

7.3 **Application for Final Payment.** The Contractor shall submit an application for final payment upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The

Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

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

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

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

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

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

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

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

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like, "equivalent" and "or equal" items may be substituted only if, in the

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

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

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

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

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

to the CRCNV's Request for Bids at the time of the CRCNV's Acceptance thereof or of such inspections, tests or approvals.

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

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

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

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

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

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

11. Data, Reports, and Drawings

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

11.2 The books, records, documents, and accounting procedures and practices of the Contractor relative to direct costs and expenditures under this Contract are subject to inspection, examination, and audit by the CRCNV, the State of Nevada the Attorney General of Nevada, and the Nevada State Legislative Auditor.

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

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

12. Liquidated Damages

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

Bid Item	Description	Liquidated Damages, Per Day
401	Power Circuit Breaker, 3000 ampere, 63kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	$500 each unit of the Bid Item

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

13. Insurance, Bonds, and Indemnification

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

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

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

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

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

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage, broad form contractual liability, and XCU coverage.

   Minimum Requirements:

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

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

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

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

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

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

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

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

4. **Builders' Risk Insurance or Installation Floater**
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

a. The Colorado River Commission of Nevada, shall be Insureds on the policy**.**
b. Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for soft costs, flood, and earth movement.
c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.
d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off-site.
f. Policy shall contain a waiver of subrogation against the State of Nevada.
g. Contractor is responsible for the payment of all policy deductibles.

5. **Transportation(Cargo) Insurance**
In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders

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

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

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

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

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

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

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

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

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

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

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

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

13.13 **Indemnification; Limited Liability.**

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

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

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

14. Risk Of Delay

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

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

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

15. Effect and Termination

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

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

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

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

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

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

20. Waiver of Claims.

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

21. Notices.

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

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

Peak Substation Services, LLC.
c/o National Sales Manager
801 1st Ave North
Birmingham AL 35203
Email: jharris@peaksubstation.com

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

22. Submission of Claims.

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

23. Assignment of Contract.

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

24. Severability.

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

25. Survival.

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

26. Applicable Law; Venue.

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

27. Article Headings.

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

28. Waiver.

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

29. Entire Agreement; Contractor Certification.

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

30. Authority to Execute.

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

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

Peak Substation Services, LLC.

By: _____

Its: National Sales Manager

ATTEST

_____

COLORADO RIVER COMMISSION OF NEVADA

By: _____

Puoy K. Premsrirut
Chairwoman

ATTEST

_____
Eric Witkoski
Executive Director

Approved as to Form:

_____
Michelle Briggs
Special Counsel for Attorney General

SECTION 500
PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CRCNV (Name and Address):

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

CONTRACT
Date:
_____
Amount:
$_____
Description: Contract No. CRCBF-09,
Boulder Flats Solar Interconnection Project
Location: Clark County, Nevada

BOND
Date (Not earlier than Contract Date):
_____
_____
____
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL (Seal below)

Company:
_____

Signature: _____

Name and Title: _____

_____

Attest: _____

Name and Title: _____

_____

SURETY (Seal below)

Company:
_____

Signature: _____

Name and Title: _____

_____

Attest: _____

Name and Title: _____

_____

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CRCNV for the performance of the Contract, which is incorporated herein by reference.

2. If the Contractor performs the Contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no CRCNV Default, the Surety's obligation under this Bond arises after:

   3.1 The CRCNV has notified the Contractor and the Surety at its address described in subsection 9 below, that the CRCNV is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and Surety, to be held not later than fifteen (15) days after receipt of such notice, to discuss methods of performing the Contract. If the CRCNV, the Contractor, and the Surety agree, the Contractor must be allowed a reasonable time to perform the Contract, but such an agreement does not waive the CRCNV's right, if any, subsequently to declare a Contractor Default; and

   3.2 The CRCNV has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default must not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in paragraph 3.1; and

   3.3 The CRCNV has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the Contract with the CRCNV.

4. When the CRCNV has satisfied the conditions of subsection 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   4.1 Arrange for the Contractor, with the consent of the CRCNV, to perform and complete the Contract; or

   4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the CRCNV for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the CRCNV and the contractor selected with the CRCNV's concurrence, to be secured with a performance bond executed by a qualified Surety equivalent to the bond issued on the Contract, and paid to the CRCNV the amount of damages as described in subsection 6 of the Balance of the Contract Price incurred by the CRCNV resulting from the Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to the CRCNV and, as soon as practicable after the amount is determined, tender payment therefore to the CRCNV; or

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

5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraphs 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRCNV must not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety must not be greater than those of the CRCNV under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRCNV of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.

6. The Surety is not liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the CRCNV or its heirs, executors, administrators, or successors.

7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and must be initiated within two years after the Contractor's Default, or within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this subsection are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court is applicable.

9. Notice to the Surety, the CRCNV or the Contractor must be mailed or delivered to the address shown on the signature page of this performance bond.

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

11. Definitions.

    11.1 "Balance of the Contract Price" means the total amount payable by the CRCNV to the Contractor under the Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the CRCNV in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.

    11.2 "Contract" means the agreement between the CRCNV and the Contractor identified on the signature page, including all the Contract documents and changes thereto.

    11.3 "Contractor Default" means a failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

    11.4 "CRCNV Default" means a failure of the CRCNV, which has neither been remedied nor waived, to pay the Contractor or to perform incomplete or comply with the other terms of this Contract.

SECTION 600
SUMMARY OF THE WORK

1. Project Description.

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

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in December of 2024.

2. Work Under This Contract.

2.1 This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of HV Circuit Breakers as specified herein.

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

3. Delivery.

3.1 Bid Item 403 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada 89015.

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

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

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

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

4. Work by the CRCNV.

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-09.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBF-09, and shall perform energization and startup of the new facilities.

5. Work Schedule.

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

5.1.1 Work Schedule:

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

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

5.1.1.3 Delivery beginning on or after June 17, 2024, and ending on or before October 4, 2024.

5.1 The anticipated Final Acceptance Date for all Equipment is October 4, 2024.

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700
SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

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

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedure Submittals.

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

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

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

SECTION 800
EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

SECTION 900
MANUFACTURER'S FIELD SERVICE

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

SECTION 1000
33 75 19 13 TND
HV Circuit Breaker

SECTION 337519.13 – HIGH VOLTAGE CIRCUIT BREAKERS

PART 1 - GENERAL

1.01 SUMMARY:

A. This specification covers three-phase, high voltage and extra high voltage (EHV), SF6 gas insulated, dead tank circuit breakers along with gas, maintenance tools, spare parts, and SUPPLIER's field services.

B. The 337519.13 CIRCUIT BREAKER DATA SHEET is part of this specification. The Data Sheet defines the scope of work that is included in the request for a proposal.

C. Exceptions to these specifications shall be listed in the PROPOSAL DATA SHEET completed by the SUPPLIER.

1.02 REFERENCES: Unless otherwise specified, the most recent date and revision of the referenced standard shall apply. Where there are differences between the referenced standards and this specification, the requirements of this specification shall govern.

A. American Society of Mechanical Engineers (ASME):

1. Boiler and Pressure Vessel Code (BPVC), Section VIII- Rules for Construction of Pressure Vessels Division 1 with Addenda.

B. ASTM International:

1. B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric).
2. D1535- Standard Practice for Specifying Color by the Munsell System.
3. D2472, Specification for Sulfur Hexafluoride.

C. The Institute of Electrical and Electronic Engineers (IEEE):

1. IEEE 693, IEEE Recommended Practice for Seismic Design of Substations.
2. IEEE C2, National Electric Safety Code
3. IEEE C37.04, IEEE Standard Rating Structure for AC High Voltage Circuit Breakers.
4. IEEE C37.06, AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis – Preferred Ratings and Related Required Capabilities for Voltages above 1000 V.
5. IEEE C37.09, IEEE Standard Test Procedure for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
6. IEEE C37.010, Application Guide for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.

7. IEEE C37.017, IEEE Standard for Bushings for High Voltage [over 1000 V (ac)] Circuit Breakers and Gas-Insulated Switchgear.
8. IEEE C37.11, IEEE Standard Requirements for Electrical Control for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis.
9. IEEE C37.12, IEEE Standard Requirements for Electrical Control for AC High-Voltage
10. Circuit Breakers Rated on a Symmetrical Current Basis.IEEE C37.12.1, IEEE Guide for High-Voltage (>1000 V) Circuit Breaker Instruction Manual Content
11. IEEE C37.100, IEEE Standard Definitions for Power Switchgear.
12. IEEE C37.100.1, IEEE Standard of Common Requirements for High-Voltage Power Switchgear Rated Above 1000 V.
13. IEEE C57.13, IEEE Standard Requirements for Instrument Transformers.
14. IEEE C57.13.2, IEEE Standard for Conformance Test Procedure for Instrument Transformer.
15. IEEE C57.13.6, IEEE Standard for High-Accuracy Instrument Transformers.
16. IEEE C37.122.3, IEEE Guide for Sulphur Hexafluoride (SF6) Gas Handling for High-Voltage (over 1000 Vac) Equipment.

D. National Electrical Manufacturers Association (NEMA):

1. NEMA Standards Publication 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
2. NEMA CC-1, Electric Power Connection for Substations.
3. NEMA SG 4, Alternating Current High-Voltage Circuit Breakers.
4. NEMA SG 11, Guide for Handling and Maintenance of Alternating Current Outdoor High-Voltage Circuit Breakers.
5. NEMA/ANSI C84.1, Electric Power Systems and Equipment - Voltage Ratings (60 Hz)

E. International Electrotechnical Commission

1. IEC 60137,
2. IEC 60815-1, Selection and dimensioning of high-voltage insulators intended for use in polluted conditions – Part 1: Definitions, information and general principles
3. IEC 60815-3, Selection and dimensioning of high-voltage insulators intended for use in polluted conditions – Part 3: Polymer insulators for A.C. systems

F. The Society for Protective Coatings:

1. SSPC Painting Manual, Volume 1, 4th Edition, Good Painting Practice.
2. SSPC Painting Manual, Volume 2, 2008 Edition, Systems and Specifications.

G. Underwriters Laboratories:

1. UL 1581, Reference Standard for Electrical Wires, Cables, and Flexible Cords. submittals

1.03 SUBMITTALS: In addition to the requirements of Division 1, the following documents shall be submitted.

A. With proposal:

1. Outline drawing showing the overall dimensions.
2. Circuit breaker weight.
3. Detailed list of exceptions or deviations.

B. Documents for OWNER's Review: The following drawings shall be submitted for review no later than six (6) calender weeks after receipt of order (ARO). Review drawings shall be returned three (3) calender weeks after receipt. Documents include, but are not limited to, the following:

1. Manufacturer's specifications.
2. General outline drawings of equipment showing overall dimensions, location of major components, weights, and locations of conduit entrance plates.
3. Loading diagrams indicating the following:
   a. Total weight including all accessories with insulating gas.
   b. Total weight including all accessories without insulating gas.
   c. Impact loads and uplift during closing and opening operations.
4. Detailed equipment installation drawings showing foundation requirements, anchor bolt sizes and locations, base plate sizes, location of OWNER's connections, and all clearances required for erection, operation, and maintenance of the equipment. Include torque specifications for all bolted connections to be installed during field assembly.
5. Outline drawings of bushings with maximum cantilever withstand in all three axes.
6. Schematic diagrams for electrical items showing external connections, terminal block numbers, breaker and fuse ratings, and internal wiring diagrams.
7. Schematic of the SF6 gas system, hydraulic system or air system including all valve locations and normal operating positions.
8. A list of all instruments furnished including all gauges, switches, solenoid valves, thermocouples, transmitters, meters, etc. Each instrument shall be assigned a unique

designation which shall be included on the instrument list and wherever the instrument occurs on any of the drawings.

9. Bill of materials, spare parts list, and list of parts shipped loose.
10. Instrument transformer performance curves.
11. Instrument transformer connection and polarity diagrams.
12. Diagrammatic nameplate drawings including all manufacturing data and serial numbers.
13. Annunciator point legend and arrangement drawing.
14. Instruction books with all of the information listed in IEEE C37.12.1, including gas filling instructions. Also include specifications for any oil, etc., required for compressor motors and other equipment. Lubricant characteristics shall be sufficiently detailed that a replacement lubricant can be selected if the lubricant manufacturer discontinues the specified lubricant. One instruction book as approved by the ENGINEER shall be shipped with each power circuit breaker in addition to those required for approval.
15. Type test, design test, routine test, and production test reports.
16. Where standard drawings are furnished which cover a number of variations of the general class of equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the equipment being furnished. Such annotation shall also include proper identification of the submittal per-manently attached to the drawing.

1.04 MAINTENANCE: SUPPLIER shall furnish all maintenance tools and replacement parts listed in PART 2.10 and the CIRCUIT BREAKER DATA SHEET.

1.05 SHIPPING:

A. SUPPLIER shall notify the OWNER of its intention to ship at least fifteen (15) working days prior to the expected ship date.

B. All circuit breakers that are delivered to the location specified in the CIRCUIT BREAKER DATA SHEET shall be shipped FOB destination in open top or on flat bed trucks.

C. All circuit breakers shall contain desiccant during shipment unless the breaker is filled with 5 psi pressure of SF6

D. Notification of shipping shall be sent to the person identified on the OWNER's purchase order as the receiver or to the Shipping Contact identified on the CIRCUIT BREAKER DATA SHEET at least three (3) working days prior to delivery of circuit breaker and materials.

E. The circuit breaker shall be shipped as fully assembled as possible. SUPPLIER shall identify shipping splits.

F. All shipping container(s) shall be labeled with OWNER's P.O. number, substation name, and number of container(s) (1 of 6, etc.). If multiple circuit breakers are sent in one shipment, each container(s) shall be clearly identified so that all parts can be matched.

G. The equipment and accessories shall be adequately anchored, braced, and packed to prevent damage from vibration, shock, or dampness that might reasonably be encountered in transportation and handling.

H. If SUPPLIER requires that their field service representative be present during initial installation or energization of equipment, a notice shall be clearly attached to each peace of equipment so that OWNER's construction personnel are aware of this requirement. This notice shall include the name, phone number and e-mail address of the SUPPLIER's field service representative.

I. If heater energization is required during storage, heater extension cables shall be routed to the exterior of the container, be properly protected and correctly labeled for the OWNER's contractor to utilize.

J. Delivery

1. SUPPLIER shall provide, at a minimum, impact indicators to be afixed on each shipping unit to ensure safe delivery to the job site. If circuit breaker is shipped in separate pieces/sections, one indicator per item shall be provided.
2. If required on the CIRCUIT BREAKER DATA SHEET, GPS triaxial impact and environmental recorders shall be provided with circuit breaker to ensure safe delivery to the job site. If circuit breaker is shipped in separate pieces/sections, one recorder per item shall be provided. If requested by OWNER, recorders shall be left on equipment during installation.
3. The SUPPLIER shall provide the OWNER all necessary information for the OWNER, or OWNER's subcontractor, to properly unload the circuit breaker.

PART 2 - PRODUCTS

2.01 REQUIREMENTS:

A. The following are requirements of this specification as indicated on the CIRCUIT BREAKER DATA SHEET.

1. The quantity of three-phase units.
2. Maximum voltage.
3. Continous current.
4. Short circuit current.
5. Closing resistors.
6. Field services.
7. Replacement parts.
8. Maintenance equipment.

2.02 SERVICE CONDITIONS:

A. The circuit breaker(s) shall conform to the usual service conditions given in IEEE Std. C37.04 and as indicated on the CIRCUIT BREAKER DATA SHEET.

B. The specified service conditions are the service conditions and operating conditions for all components of the circuit breaker.

C. Circuit breaker shall be suitable for operation in a power system with the following characteristics:
   1. Three phase.
   2. 60 Hertz.
   3. Effectively grounded.
   4. Electrical system faults that are single phase-to-ground; phase-to-phase grounded and ungrounded; and three phase grounded and ungrounded.

D. Circuit breakers of the same manufacturer, model, and rating, shall be electrically, mechanically, and physically interchangeable with one another. Each component of each circuit breaker shall be electrically, mechanically, and physically identical to components in all circuit breakers and spare parts furnished under these specifications.

E. Low voltage ac station service voltage is 60 Hz, single phase, or three phase wye connected, and effectively grounded. Station service voltage magnitude and phases are indicated on the CIRCUIT BREAKER DATA SHEET. Voltage is Voltage Range B for utilization voltage given in Table 1 of ANSI C84.1.

F. Low voltage dc station service is ungrounded with nominal voltage shown on the CIRCUIT BREAKER DATA SHEET. Voltage range is -25%, +10% of nominal.

2.03 CIRCUIT BREAKERS:

A. The quantity of circuit breakers shall be as indicated on the CIRCUIT BREAKER DATA SHEET.

B. IEEE circuit breaker ratings shall be in accordance with IEEE C37.06.

C. Dielectric ratings shall be in accordance with C37.06 Table 15 for the specified rated maximum voltage.

D. The rated closing and latching current (kA, peak) of the circuit breaker shall be 2.6 times the rated short-circuit current. Maximum permissible tripping delay (duration of short-time current) shall be 1 second.

E. DC time constant of rated short-circuit current shall be 45 m-sec.

F. Prospective transient recovery voltage ratings for a breaker rated maximum voltage that is greater than 100 kV shall be the ratings with a first pole to clear factor (k_{pp}) of 1.5.

G. Capacitance current switching shall be the Class C0, C1, or C2 in accordance with the CIRCUIT BREAKER DATA SHEET.

H. If single-pole trip is indicated on the CIRCUIT BREAKER DATA SHEET, all components shall be as required for single pole trip and reclose.

I. Rated standard operating duty (rated operating sequence) shall be in accordance with IEEE C37.04 for rapid auto-reclosing duty as specified in the CIRCUIT BREAKER DATA SHEET

J. The circuit breaker shall have the mechanical endurance that is indicated on the CIRCUIT BREAKER DATA SHEET.

K. Circuit breaker construction:

1. All circuit breaker materials shall be in accordance with the referenced ASTM standards.
2. Circuit breakers tank shall be welded-seam steel plate, or shall be aluminum, assembled with the operating mechanism to form a rigidly mounted unit on a structural steel frame. Aluminum plate shall conform to the requirements of ASTM B209M. Tank connections shall have bolts and gaskets. Tank connections provided for use by the OWNER shall have bolted covers and cover gaskets.
3. If the internal working pressure if pressure vessels is greater than 200 kPa, the pressure vessel shall have provisions for pressure relief that meet the functional and testing requirements of ASME BPVC Section VIII, Division 1, Part UG, Clauses 125 through 136. The relief devices shall have certification.

4. Pressurized components shall conform to IEEE C37.04 and applicable state and local regulations. SUPPLIER shall obtain an ASME Code Stamp. The site location is specified in the CIRCUIT BREAKER DATA SHEET.
5. Eye bolts or lugs or jacking pads shall be provided for lifting the assembled circuit breaker.
6. The main circuit enclosure and auxiliary enclosures shall have inspection windows, hand holes, and manholes as required for the SUPPLIER's recommended inspection and maintenance. All handholes and manholes shall be provided with handles.
7. Terminals on outdoor circuit breakers shall be identified as 1, 3, 5, 6, 4, and 2 in a clockwise pattern around the breaker, so that terminals 1 and 2 are on pole 1; 3 and 4 are on pole 2; and 5 and 6 are on pole 3.
8. Corrosion-resistant cotter pins, fasteners, washers, and locking devices shall be used throughout. All clevises and hangers shall be designed to allow rotating pins to move without excessive wear of cotter pins and other fasteners.
9. Circuit breaker shall be provided with two reliable ground pads for connection of a grounding conductor suitable for specified fault conditions. Ground pads shall be placed on diagonally opposite sides of the breaker support structure. Parts of metallic enclosures connected to the grounding system may be considered as a grounding conductor. All metallic components and enclosures that may be touched during normal operating conditions and are intended to be grounded shall be connected to a ground pad. Control cabinets shall be solidly bonded to the frame or shall include one ground pad. Each grounding pad shall be a two-hole pad in accordance with NEMA CC-1, Figure C-2.
10. All surfaces exposed to the environment and that are not corrosion resistant shall be protected with a coating. Surfaces which will be inaccessible after assembly shall be protected for the life of the equipment. Protective coatings shall be in accordance with the Guides and Standards of the Society for Protective Coatings (SSPC). Color of the interior of the circuit breaker tank shall be a color that will facilitate ease of inspection and maintenance.
11. Circuit breaker coating color shall be in accordance with ASTM D1535.
12. The design of gasket and seals shall be such that the gasket or seals will not be displaced by pressure caused by circuit breaker operation at rated short-circuit current and at related required capabilities.

13. Wiring of control and auxiliary devices shall be electrically isolated from the main circuit with earthed metallic partitions.

L. The power circuit breaker insulation and interrupting media shall be SF6 gas. The pressure of breaker insulating gas and the interrupter pressure shall operate at the same single pressure.

1. The SF6 gas shall conform to ASTM D2472. SUPPLIER shall provide sufficient quantities of bottled SF6 gas to properly fill each breaker to operation capacity and support necessary testing activities per manufacturer's recommendations.
2. The SF6 gas leakage rates from the assembled circuit breaker, including bushings, shall not exceed the limits set forth in IEEE C37.122.3, EPA and state regulations. State shall be defined as the Service Location defined on the CIRCUIT BREAKER DATA SHEET. The time between the manufacturer's recommended normal operating pressure, and recommended gas replenishment shall be not less than 10 years. For other sealed pressure systems, the leakage rate shall not exceed 0.1% per year for a 25 year service period.
3. Connections shall be provided for the withdrawal of gas from circuit-breaker gas systems, for measuring the moisture content, dielectric strength, and other characteristics of the gas. Withdrawal of gas for these measurements shall not require removal of the circuit breaker from service. Provisions for gas sampling shall be accessible from ground level.
4. The circuit breaker shall be provided with a gas monitoring system. This shall include the following:
   a. Pressure gauge
   b. Gas filling valve
   c. Pressure relief mechanism in accordance IEEE C37.04.
   d. Two stage temperature compensated pressure switch with alarm and trip contacts.
      (1) The first stage contacts of the pressure switch shall close on falling pressure at a density level recommended by the SUPPLIER.
      (2) The second stage contacts of the pressure switch shall close on further loss of gas pressure and at a density level recommended by the SUPPLIER.

M. Circuit breaker operating mechanism and stored energy system:

1. The operating and stored energy system auxiliaries shall operate from the control and auxiliaries voltage as indicated in the CIRCUIT BREAKER DATA SHEET. The stored energy system for the open and close operation of circuit breaker shall be spring, hydraulic, compressed gas, or a hybrid system.

2. Sufficient protection and alarm devices shall be supplied to prevent damaging the breaker and to detect any malfunction. Protection and alarm devices include the following, as applicable to the type of system.
   a. Pressure gauges connected to read tank pressure at each storage level.
   b. Pressure control switch for compressor motors.
   c. Relief valves or other devices at each storage level.
   d. Manually operated drain valves in the lowest point of the system at each storage level for draining the moisture and oil.
   e. Supply check valve.
   f. Supply shutoff valves at each storage level.
   g. Alarm pressure switch set to close its contacts at appropriate point above minimum operating pressure.
   h. Minimum-closing-pressure switch, which shall prevent the electrical control system from attempting to close the breaker, when the pressure of the interrupting medium is below the minimum value required to complete a close-open operation at rated short-circuit current or at related required capabilities.
   i. Lockout pressure switch to prevent the mechanism from attempting to close (or open) the breaker when the pressure of the mechanism is too low to obtain proper contact velocities.
   j. Minimum opening-pressure switch, which shall prevent the electrical control system from attempting to open the breaker when the pressure of the interrupting medium is below the minimum value required to complete an opening operation at rated short-circuit current, or at related required capabilities. As an alternative, this switch shall cause the breaker to be opened automatically or prevent the breakers from closing or reclosing when the pressure is below to this minimum value.
   k. Means to prevent overcharging of spring(s).
   l. Means to prevent insufficiently charged spring(s) from attempting a close operation.
   m. Mechanical indication that spring(s) is charged, not fully charged, and discharged.
3. All cabinets shall have a removable conduit plate for field installed conduit.
4. The wiring for all control devices shall terminate on terminal blocks adjacent to the provisions for field installed conduit.
5. Operator control shall include provisions to block automatic operation of the breaker during operator maintenance.

N. The circuit breaker nameplate shall include all information listed in C37.04. Nameplate data shall have metric units. If the insulating gas is a mixture, the mass of each gas shall be included in the nameplate. The nameplate shall be mounted on the main control cabinet.

O. Circuit breaker noise level shall be in accordance with NEMA SG4.

P. The control system supply voltage shall conform to the requirements of IEEE C37.06.

Q. The breaker shall be electrically release-free (trip free) as defined in IEEE C37.100.

R. The design of the operating mechanism shall be tested together with the circuit breaker interrupter design to ensure positive opening of the circuit breaker and circuit interruption, whether the tripping impulse is received in the fully closed or any partially closed position.

S. Closing the circuit breaker into a standing trip signal or opening the circuit breaker into a standing close signal shall not cause damage to the circuit breaker. If the release or tripping circuit is completed through an auxiliary switch, electrical release or tripping will not take place until such auxiliary switch is closed.

T. The circuit breaker shall have two (2) circuit breaker trip coils and one (1) close coil. Each coil shall be electrically, magnetically, and physically independent. Each coil circuit shall have a means of disconnect and protection in each pole as indicated on the CIRCUIT BREAKER DATA SHEET. The use of a protective fuse and fuse holder shall allow replacement of the fuse.

U. The circuit breaker shall be equipped with auxiliary contacts that change state with the breaker main contacts. The number of breaker auxiliary contacts is specified in the CIRCUIT BREAKER DATA SHEET.

1. One set of auxiliary contacts shall change state when the breaker main contacts reach the open position, and one set of auxiliary contacts shall change state when the contacts reach the closed position..

V. The circuit breaker shall be equipped with an operation counter that is mounted in the breaker control cabinet.

W. An indicator that shows the position of the main contacts shall be provided. The closed position shall a red indicator and marked with the symbol “CLOSED”. The open position shall have a green indicator and marked with the symbol “OPEN”. The contact position indicator shall be mounted in the breaker control cabinet and visible when the cabinet door is closed.

X. For an assembly of three single pole breakers, the control system shall control each individual pole for close and trip operation.

1. Breaker pole control shall be electronically and mechanically independent.

2. Each pole of the circuit breaker shall be equipped with auxiliary contacts that change state with the breaker main contacts
3. Each pole shall have two (2) circuit breaker trip coils and one (1) close coil. Each coil shall be electrically, magnetically, and physically independent.
4. Each pole shall be equipped with an operation counter and an indicator that shows the position of the main contacts as described in 2.03.W.
5. The pole disagreement time shall not exceed three (3) cycles (± 0.5 cycles) for a breaker with independent pole operators.

2.04 CIRCUIT BREAKER BUSHINGS:

A. The circuit breaker bushing shall conform to IEEE C37.017 and IEC 60137.
B. The dielectric and thermal ratings of the bushing shall be coordinated with the ratings of the associated circuit breaker. Ratings shall be the standard ratings of IEC 60137.
C. Minimum creepage over the ceramic bushing insulating surface shall be in accordance with Annex C of IEEE C37.100.1. Polymer minimum creepage shall be determined with the principles of IEC 60815-1 and IEC 60815-3.
D. Bushing mounting angle shall be per IEEE C37.017.
E. Bushing cantilever withstand load shall be in accordance with Table 1 of IEC 60137.
F. Each external bushing connection shall have a four-inch by four-inch, four-hole aluminum pad in accordance with Figure C-4 of NEMA CC 1. SUPPLIER shall provide larger pads if necessary to meeting circuit breaker rating requirements. Pads shall conform to NEMA CC 1 standards figures.
G. Bushing terminals shall be silver or tin plated.
H. Bushings shall make a gas-tight seal to the circuit breaker. The seal shall contain gas pressures to prevent SF6 leakage or entry of moisture or oxygen throughout the range of service conditions and equipment ratings.
I. All porcelain used shall be manufactured by the wet process and shall be homogeneous, free from laminations, cavities, and other flaws, and impervious to moisture. The glazing shall be free from imperfections such as blisters or burns.

2.05 CLOSING RESISTORS:

A. A circuit breaker closing resistor system for each pole shall be provided when indicated on the CIRCUIT BREAKER DATA SHEET.

B. The circuit breaker ratings shall apply with the closing resistor inserted in the circuit between the circuit breaker poles, with the circuit breaker tripped, and with the circuit breaker closed. The ratings that shall apply include the following:
   1. Power frequency and impulse withstand voltage, pole-to-pole across the open switching device, and across the isolating distance.
   2. Transient recovery voltage.
   3. Short circuit current, short circuit breaking current, short circuit making current, short time current, short time withstand current, and closing and latching current.
   4. Peak withstand current.
   5. Standard operating duty (rated operating sequence).

C. The closing resistor shall have the ohm value shown on the CIRCUIT BREAKER DATA SHEET.

D. Each closing resistor shall be operated by the circuit breaker contact operating mechanism.

E. The closing resistor system shall have the following functions:
   1. During the circuit breaker closing operation, insert the closing resistor between the circuit breaker high voltage contacts 10 to12 m-sec before the circuit breaker contacts close.
   2. Remove the closing resistor from the circuit before the circuit breaker contacts begin an opening operation. The breaker opening operation shall include a breaker protective relay trip signal.

2.06 BREAKER CONTROLLED SWITCHING:

A. When a circuit breaker controlled switching system is required, as indicated on the CIRCUIT BREAKER DATA SHEET, the closing control systems shall have control, monitoring, and communications functions.
   1. The control system shall have individual electronic control of each pole.
   2. Individual electronic control of each pole shall have field adjustable set points on the voltage waveform for each terminal.
   3. The system shall have adaptive control for each pole. Adaptive control shall be based on the following variables, and all necessary variable sensors and transducers shall be provided. All data shall be stored and available electronically for use by the OWNER.
      a. Contact travel time.
      b. Ambient temperature.
      c. Control voltage.

d. Drive energy for hydraulic stored energy operating mechanism.

e. Gas density.

f. Time from last breaker operation.

4. Current and voltage Oscillography available electronically for use by the OWNER.

5. A communications interface shall be provided as indicated in the CIRCUIT BREAKER DATA SHEET.

B. The closing control shall have the following features.

1. The control shall detect line trapped charge voltage polarity and magnitude.

2. The control shall have field adjustable time set points for close control. The range of set points shall extend beyond the time of zero magnitude gap voltage.

3. The control time data shall be determined from detection of breaker close command (trip coil energization) and current inception through the contacts.

4. Data for the rate of decay of dielectric strength across the breaker contacts shall be submitted in accordance with the requirements of DIVISION 1.

The closing control system, all specified sensors and transducer, and the breaker shall be tested for controlled closing. The closing control shall successfully complete the test if the result is current initiation within the defined optimum target window.

C. The tripping control shall have the following features:

1. Data for the rate of rise of dielectric strength across the breaker contacts shall be submitted in accordance with the requirements of DIVISION 1.

2.07 CURRENT TRANSFORMERS:

A. The circuit breaker bushing current transformers shall conform to IEEE C57.13.

B. The current transformers requirements shall be as specified on the CIRCUIT BREAKER DATA SHEET.

C. The short time thermal and the mechanical current ratings of the bushing current transformer shall be coordinated with the ratings of the associated circuit breaker.

D. Provisions shall be made to prevent arcing across the enclosure insulation.

E. Current transformer secondaries shall be terminated at shorting terminal blocks. A separate lead without wire splices shall be brought out from each CT tap to a single terminal block for each CT. Shorting terminal shall be as specified on the CIRCUIT BREAKER DATA SHEET.

F. Each current transformer shall have provisions for testing without the removal of gas in the circuit breaker.

2.08 CIRCUIT BREAKER CONTROL AND AUXILIARIES:

A. The circuit breaker control and auxiliary cabinets shall conform to NEMA 250.

B. Circuit breaker electrical control shall conform to the requirements of IEEE C37.12.

C. All components required for circuit breaker operation and maintenance, including circuit breaker controls, indicating devices, components for remote data transfer, CT leads, terminal blocks, and grounding connections that are provided for use by the OWNER shall be in one control cabinet.

D. Degree of protection shall be per the CIRCUIT BREAKER DATA SHEET and in accordance with NEMA 250.

E. The control cabinet shall have full width hinged doors having provisions for padlocking and provided with guides to hold the doors in the open position. The bottom plate of the control enclosure shall be acceptable for field installation of schedule 40 rigid galvanized steel conduit.

F. All components in the cabinets shall be accessible for maintenance and adjustments. All control and indicating devices and all cable terminations that are provided for use by the OWNER shall be mounted no more than 1700 mm above the base of the circuit breaker support frame.

G. Wiring from all terminals on all devices in the control and auxiliary cabinets for connection to the OWNER's systems shall be terminated on terminal blocks located in the control cabinets. Terminal blocks shall accommodate OWNER's ring tongue external cable wiring. All terminal blocks shall be suitable for up to No. 8 AWG wire. Terminal blocks for OWNER AC/DC power, trip, and close connections shall be suitable for up to 1/0 AWG wire.

H. All wires shall be permanently labeled at each end for identification purposes.

I. When individual poles require field assembly, SUPPLIER shall provide a pre-connectorized system for interconnecting wiring between poles. All details including, but not limited to, cable/conduit and connector sizes shall be provided at the time of bid.

J. When single-pole trip and reclosing are required on the CIRCUIT BREAKER DATA SHEET, the circuit breaker control system shall have capability for single-pole and three-pole operation.

K. When required as shown on the CIRCUIT BREAKER DATA SHEET, there shall be one local breaker "close-open" control switch mounted within the breaker control cabinet. The local

breaker control switch shall be two-position to close and open the breaker contacts, and spare contacts wired to terminal blocks for use by OWNER. Nameplates identifying each function shall be provided.

L. When required as shown on the CIRCUIT BREAKER DATA SHEET, there shall be one breaker control "normal-maintenance" two position switch mounted within the breaker control cabinet. The "normal-maintenance" switch shall block all breaker remote control signals. The switch shall have spare contacts wired to terminal blocks for use by OWNER. Nameplates identifying each function shall be provided.

M. Each control cabinet shall have circuit protective devices for the OWNER's low voltage ac and dc auxiliary power supplies. The cabinet shall have an individual branch circuit molded case circuit breakers for the dc closing circuit; and ac heaters, lighting, receptacles, motors, etc.

N. A copper grounding bar with a minimum dimension of 0.635 cm x 2.54 cm x 15.24 cm shall be bolted inside the control cabinet to terminate all control and instrumentation grounding wires.

O. All cables internal to the control and auxiliaries cabinets shall have a flame retardant construction that passes the VW-1 (Vertical-Specimen) Flame Test of Underwriters Laboratories 1581, Section 1080.

P. Each device mounted in the breaker control cabinet shall have a permanently attached device identification nameplate that is mounted on, or immediately adjacent to the device. The nameplate shall be phenolic or metal, and the device identification shall be made by engraving the nameplate. The device identification shall be identical to the device identification that is shown on schematic and wiring diagrams that are included with the breaker instruction manuals.

Q. The exterior and interior of control and auxiliaries cabinets shall be finished as indicated on the CIRCUIT BREAKER DATA SHEET.

R. If heaters are required, a heater thermostat control system shall be furnished as required to prevent condensation over the specified range of relative humidity. Heaters with exposed elements shall be supplied with safety shields.

S. Lighting fixtures and lamps shall be permanently installed in each control cabinet and each pole mechanism cabinet if applicable. The lighting equipment shall provide 270 lux of illumination on all control and indicating devices without supplemental lighting. The control cabinet and each pole mechanism cabinet if applicable shall have one (1) 20 amperes, 120 V ac, two pole, three wire, grounding type, ground fault interrupting, duplex receptacle.

2.09 SEISMIC QUALIFICATION:

A. Seismic qualification level shall be as indicated on the CIRCUIT BREAKER DATA SHEET. Definition of these qualification levels, methods for determining the required level based on seismicity, and qualification methods shall be in accordance with IEEE 693.

B. Electrical functionality shall be demonstrated by testing at the performance level. Electrical functionality is the breaker operating duty, i.e. O-0.3 sec- CO-15 sec-CO.

C. Damping shall be determined by the methods given in IEEE 693, Sub clause 6.9, or Annex A.

D. The performance level denoted as "Low" requires no testing beyond the apparatus testing required by these specifications.

E. The performance level denoted as "Moderate" and "High" shall be qualified in accordance with IEEE 693, and Annex C of the Standard.

F. Where a controlled switching system is required, the seismic qualification shall be the level of the circuit breaker.

2.10 TOOLS AND SPARE PARTS:

A. Furnish the following:

1. One (1) manual maintenance closing/opening device.
2. A complete set of special tools, wrenches and other equipment necessary or convenient for maintenance by SUPPLIER or OWNER for each type breaker furnished, including any attachments necessary for filling the breaker with SF6 gas.
3. One (1) quart of touch up paint for each circuit breaker to match finish coat on breakers if finish coat is to be factory furnished.
4. One (1) set of control relay coils complete with contacts.
5. One (1) closing coil and one (1) trip coil.
6. Other accessories regularly furnished with this class of equipment.

2.11 ACCESSORIES:

A. Each cabinet shall contain the following equipment for control, indication and protection of switches, circuit breakers, and associated components:

1. Compressor or pump cutout switch.
2. Pressure gauge on the air, hydraulic or gas receiver.
3. Mechanism (and gas) housing heaters with thermostatic control. Heaters with exposed elements shall be supplied with safety shields.

4. Emergency circuit breaker trip device.
5. Latch check switch (unless design of breaker for automatic reclosing does not require one).
6. Running time meter for each compressor motor or hydraulic pump.
7. Low pressure alarm switch for compressor lubricating oil.
8. Alarm switch on motors, compressors, or pumps to indicate excessive operating time.
9. Motor for air, spring, hydraulic, or gas system shall have a switch to manually disconnect the supply circuit, an undervoltage alarm relay to indicate loss of ac power, and thermal overloads of appropriate rating.
10. Furnish and install in the breaker control cabinet a system to determine breaker contact travel time for contact maintenance.
11. Annunciator (as required by the CIRCUIT BREAKER DATA SHEET) :
    a. Furnish sufficient points to indicate the output of each alarm contact in the power circuit breaker.
    b. Furnish two common relay modules, each with one set of alarm control contacts (N.O. or N.C.), and designed so that each relay module may be operated by a selected group of point modules. Selection shall be readily modifiable in the field.
    c. Supply voltage compatible with circuit breaker control voltage.
    d. Alarm points shall "lock on" when alarm contacts indicate a trouble condition.
    e. Engrave legend plates as approved by the ENGINEER to clearly indicate the nature of breaker trouble contacts.
    f. All modules shall be plug-in type to permit easy replacement.
    g. Include operation indicating lights for control cabinet heaters.
    h. Additional requirements per the CIRCUIT BREAKER DATA SHEET.

2.12 SOURCE QUALITY CONTROL:

A. SUPPLIER shall have an ISO 9000/9001 certified Quality Assurance Program covering quality control and assurance measures. The ISO certified program shall be imposed by SUPPLIER on the work within the scope of these specifications and upon sub-suppliers or subcontractors.

B. OWNER shall at any time be permitted to have representatives visit SUPPLIER's factory to examine the circuit breaker or any part to ascertain if the material and processes conform to this specification.

C. OWNER shall have the option of witnessing production tests.

D. SUPPLIER shall submit the test protocol to OWNER for approval before conducting the routine tests for which there are no Standards procedures.

1. Circuit breaker(s) shall have design tests, production tests, and conformance tests including the requirements for test reports, shall be made in accordance with IEEE C37.09.

PART 3 - EXECUTION

3.01 SUPPLIER'S FIELD SERVICES:

A. When indicated on the CIRCUIT BREAKER DATA SHEET, SUPPLIER shall furnish field services in accordance with these specifications.

3.02 FIELD TESTING AND COMMISSIONING:

A. When indicated on the SPECIFIC CIRCUIT BREAKER DATA SHEET, SUPPLIER shall furnish field services in accordance with these specifications.

B. If required, field services include technical oversight of the filling of power circuit breakers and bushings with SF6 gas.

C. If assistance or attendance is required, it will be provided by others and they will be instructed to perform tasks under the technical direction of the SUPPLIER's service personnel. Service personnel of this Contract shall be responsible for the procedures used to test and inspect the equipment, and place the equipment into service.

D. Standard tools will be provided by others. SUPPLIER's service personnel shall report with any test equipment and special tools that are required specifically for the type of equipment. SUPPLIER's service personnel shall perform all tests, inspections and adjustments required by the manufacturer and as specified in this Section and DIVISION 1.

E. Tests and inspections shall include the following.

1. Perform manufacturer's recommended standard inspection of all components including checking all connections for tightness, cleanliness, etc.
2. Complete test and adjustment of circuit breaker stored energy system, breaker operating mechanism, and auxiliary contacts.
3. Check and adjust contact alignment, clearances, compression, stroke, etc.
4. Perform operational test manually and by electrical controls.
5. Measure the impedance of each main contact, internal wiring, and ground connections.

6. Measure the opening and closing operating duration of each power circuit breaker pole. Tests are to be performed with stored energy systems compressor or pumps de-energized.
7. Test contact resistance of each pole of each power circuit breaker with a Ductor tester.
8. Provide a technical description of all tests and record the results.
9. Test all pressure switches and contacts during gas filling for proper operation.

F. At the end of the commissioning activity, a complete and comprehensive report shall be prepared by the SUPPLIER's services personnel. Report shall be an indexed three-ring binder consisting of the following.

1. Tests performed, what was expected, what was found and adjustments made.
2. Testing equipment used complete with their calibration dates and certificates.
3. If more than one circuit breaker is tested, a completely separate report shall be generated. One copy of each report shall be left at the site before SUPPLIER's services personnel leave, and extra copies provided in accordance with the requirements of 01 33 00 – 'Submittal Procedures.'

END OF SECTION 337519.13

SECTION 1000A
Certification Sheet

INDEX AND CERTIFICATION PAGE

FOR

SUBSTATION ELECTRICAL

DOCUMENT/ DIVISION	DESCRIPTION
SECTION 35 75 19 13 TND	HV Circuit Breaker
SECTION 33 75 19 13 DS TND	HV Circuit Breaker Data Sheet
ES-4104	Boulder Flats 230KV Switchyard Metering and Relaying One Line
ES-4201	Boulder Flats 230KV Switchyard Material List
ES-4204	Boulder Flats 230KV Switchyard Plan View

BURNS McDONNELL

CERTIFICATION

02/15/22 9:10 AM

Name: Samuel Kraemer Date: 02/15/2022

CERTIFICATION(S)

THE SEAL ABOVE COVERS THE SPECIFICATIONS LIST ON THE PREVIOUS PAGE. IT IS A VIOLATION OF THE PROFESSIONAL LICENSE LAW FOR ANY PERSON TO ALTER THESE DOCUMENTS IN ANY WAY, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. THE ALTERING CONSULTANT SHALL AFFIX THEIR SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND DATE OF ALTERATION.

SECTION 1010
33 75 19 13 TND- DS
HV Circuit Breaker Data Sheet

CIRCUIT BREAKER
DATA SHEET
(ATTACHMENT TO SECTION 337519.13)

SUBSTATION:

SUBSTATION NAME: BOULDER FLATS SWITCHYARD

SERVICE LOCATION: LATITUDE: 35.950389 LONGITUDE: -114.88975

DELIVERY LOCATION: LATITUDE: 35.950389 LONGITUDE: -114.88975

GENERAL REQUIREMENTS:

QUANTITY OF CIRCUIT BREAKERS: 3

MAXIMUM VOLTAGE, kV, r.m.s.: 245

BASIC IMPULSE LIGHTNING LEVEL, kV peak: 900

CONTINUOUS CURRENT: 3000 A

SHORT-CIRCUIT CURRENT: 63 kA

CLOSING RESISTORS REQUIRED: YES _____, NO X

CONTRACTOR'S FIELD SERVICES REQUIRED: YES X, NO _____

LIST REPLACEMENT PARTS (NOT ALREADY INCLUDED IN PART 2.10): _____

_____

LIST MAINTENANCE EQUIPMENT REQUIRED (NOT ALREADY INCLUDED IN PART 2.10)_____

_____

GPS TRIAXIAL IMPACT AND ENVIRONMENTAL RECORDERS: YES _____, NO X

SERVICE CONDITIONS FOR ALL CIRCUIT BREAKER COMPONENTS:

MAXIMUM AMBIENT TEMPERATURE RANGE: 45 °C

MINIMUM AMBIENT TEMPERATURE RANGE: -5.6 °C

TWENTY-FOUR HOUR AVERAGE MAXIMUM TEMPERATURE: 20.2 °C

MAXIMUM SOLAR RADIATION INTENSITY: 1000 WATTS/METER^2

ALTITUDE: 749 METERS

MAXIMUM AMBIENT POLLUTION, IEEE C37.010: VERY HEAVY

ICE COATING: .0 MM

MAXIMUM WIND SPEED: .40.2336 M/SEC

PRECIPITATION: 22.4 CENTIMETERS PER YEAR

CIRCUIT BREAKER
DATA SHEET
(ATTACHMENT TO SECTION 337519.13)

RELATIVE HUMIDITY RANGE: 40 %

SEISMIC RISK CATEGORY: IV

SEISMIC SITE CLASS: D

STATION LOW VOLTAGE AC POWER SUPPLY: 120/240 PHASE/VOLTS

STATION LOW VOLTAGE DC SUPPLY: 125 VOLTS DC

OPERATING AND STORED ENERGY SYSTEM: AC _____, DC _____, DUAL AC/DC X

DC CONTROL CIRCUIT PROTECTION: FUSED DISCONNECT _____, BREAKER X

AC AUXILLIARY CIRCUIT PROTECTION: FUSED DISCONNECT _____, BREAKER X

CIRCUIT BREAKER RATINGS:

INTERRUPTING TIME: 2 CYCLES (OR MANUF. RECOMMENDED)

MECHNANICAL ENDURANCE (OPERATIONS): MANUF. RECOMMENDED

CAPACITOR CURRENT SWITCHING RATING: N/A

CLOSING RESISTOR NOMINAL VALUE: N/A OHMS

SYNCHRONOUS CLOSING CONTROL REQUIRED (CAPACITOR, REACTOR, NA): NA

BREAKER SINGLE POLE TRIP & RECLOSE REQUIRED: YES_____, NO X____

AUTO RECLOSING DUTY: N/A

SEISMIC QUALIFICATION LEVEL: SEE ABOVE

BREAKER AUXILIARY CONTACTS PER POLE, PER BREAKER POSITION: 20 N/O AND 20 N/C

BREAKER “CLOSE-OPEN” LOCAL CONTROL SWITCH REQUIRED: YES X, NO _____

BREAKER CONTROL “LOCAL-REMOTE” SWITCH REQUIRED: YES X, NO _

CIRCUIT BREAKER EXTERIOR COATING COLOR: ANSI 70 GRAY

CIRCUIT BREAKER INTERIOR COATING COLOR: MANUF. STANDARD

CIRCUIT BREAKER BUSHINGS:

BUSHING CONSTRUCTION: PORCELAIN

IEC MINIMUM WITHSTAND CANTILEVER LOAD LEVEL: MANUF. STANDARD

BUSHING COLOR: ANSI 70 GRAY

CIRCUIT BREAKER
DATA SHEET
(ATTACHMENT TO SECTION 337519.13)

CIRCUIT BREAKER BUSHING CURRENT TRANSFORMER RATINGS AND ARRANGEMENT:

	Terminals 1	3	5	Ratio	Accuracy	TRF
Location	X	X	X	2000:5 MR	C800	2
	Y	Y	Y	2000:5 MR	C800	2
	Z	Z	Z	2000:5 MR	C800	2
	Breaker					
Location	Z	Z	Z	1200:5 SR	0.15 B1.8	2
	Y	Y	Y	2000:5 MR	C800	2
	X	X	X	2000:5 MR	C800	2
	2	4	6			
	Terminals					

CIRCUIT BREAKER LOW VOLTAGE/ANCILLARY DEVICE REQUIREMENTS:

TERMINAL BLOCKS: Manufacturer Specified

CT SHORTING TERMINAL BLOCKS: Manufacturer Specified

CONTROL ENCLOSURE NEMA RATING: 4X

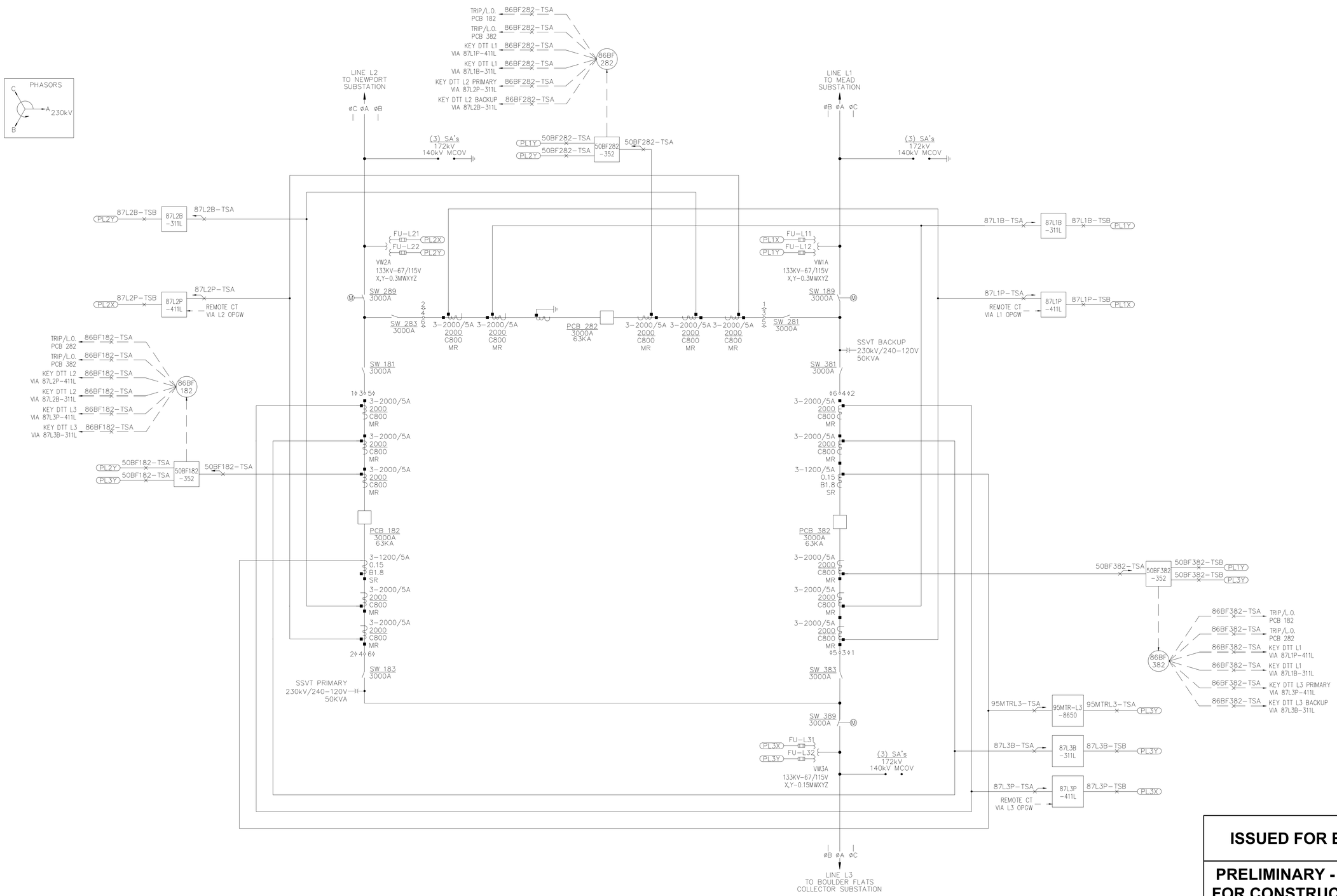
MISCELLANEOUS:

ADDITIONAL REQUIREMENTS: Manufacturer to provide field support services for initial commissioning of breakers in the field and first fill of SF6 gas, including the gas.

* * * * *

SECTION 1100
Drawing List

Drawing Number	Description
ES-4104	Boulder Flats 230KV Switchyard Metering and Relaying One Line
ES-4201	Boulder Flats 230KV Switchyard Material List
ES-4204	Boulder Flats 230KV Switchyard Plan View



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no.	date	by	revision
A	07/22/21	TCM	ISSUED FOR REVIEW
B	12/09/21	TCM	ISSUED FOR BID

BURNS McDONNELL

date DECEMBER 9, 2021 | detailed T. BRADBURY

designed T. MILLER | checked K. SHAUGHNESSY

COLORADO RIVER COMMISSION

BOULDER FLATS 230KV SWITCHYARD

SWICHYARD
METERING AND RELAYING
ONE LINE

Public Works Project No. – | contract –

DRAWING No. **ES-4104** – rev. **B**

file: ES-4104.dwg

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Scale For Microfilming
Millimeters
Inches

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STEEL STRUCTURE MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
001	1	SHIELD WIRE POLE	TBD	TBD
002	7	230kV HIGH 3ø SWITCH STAND	TBD	TBD
003	4	230kV LOW 3ø SWITCH STAND	TBD	TBD
005	9	230KV 1ø HIGH BUS SUPPORT	TBD	TBD
006	36	230kV 1ø LOW BUS SUPPORT	TBD	TBD
007	3	230kV H-FRAME DEADEND STRUCTURE	TBD	TBD
008	9	230kV 1ø CCVT STRUCTURE	TBD	TBD
009	11	230kV 1ø ARRESTER STRUCTURE	TBD	TBD
010	2	SSVT STRUCTURE	TBD	TBD

ON HOLD

MAJOR EQUIPMENT MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
100	5	230KV HIGH BUS VERTICAL BREAK, 3 POLE, 3000A, 900KV BIL 30'-0" BUS HEIGHT	TBD	TBD
101	4	230KV LOW BUS VERTICAL BREAK, 3 POLE, 3000A, 900KV BIL 19'-0" BUS HEIGHT	TBD	TBD
102	3	MOTOR OPERATOR	TBD	TBD
103	3	230KV POWER CIRCUIT BREAKER, 3000A, 900KV BIL, SF6 DEAD TANK	TBD	TBD
104	9	230KV CCVT, 133KV-67/115V	TBD	TBD
105	11	230KV SURGE ARRESTER, 172KV DUTY CYCLE, 140KV MCOV, STATION, OUTDOOR UPRIGHT MOUNTING, POLYMER	TBD	TBD
106	2	230KV SSVT, 230KV/240-120V, 50KVA	TBD	TBD
107	1	PRE-FABRICATED CONTROL BUILDING	TBD	TBD

ON HOLD

COMMUNICATIONS MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
400	4	OPGW EXTERNAL COIL BRACKET	FAFL	CB-44-3AL
401	AS REQ'D	BONDING CLAMPS FOR OPGW	FAFL	O-BC-F2-1
402	4	SPLICE ENCLOSURE	FAFL	OG03
403	4	BULLET GUARD	FAFL	OGBGS-01
404	4	FIBER ROUTING KIT	FAFL	OGFK01
405	4	SPLICE TRAY	FAFL	OGST01-72
406	4	PROTECTION SLEEVE	FAFL	SPS60
407	4	CONNECTOR KIT	FAFL	SLCK,SCK,APCK
408	4	CONNECTOR KIT	FAFL	BCK
409	AS REQ'D	DOWNLEAD CLAMPS FOR OPGW	FAFL	FDOA-B6B6
410	AS REQ'D	CORRUGATED HDPE OUTDOOR INNERDUCT W/PULL TAPE	ELECTRIDUCT	WL-ICE-100-25

BUS WORK AND CONNECTIONS MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
200	AS REQ'D	CONDUCTOR, 1272 KCMIL, 61 STRANDS AAC "NARCISSUS"	SOUTHWIRE	-
201	AS REQ'D	BUS, 5" SCH 80 ALUM, TUBULAR, 6063-T6 ALLOY, 40' LENGTH	-	-
202	AS REQ'D	BUS, 2.5" SCH 40 ALUM, TUBULAR, 6063-T6 ALLOY, 20' LENGTH	-	-
203	242	CONNECTOR, 1 CONDUCTOR, TERMINAL, 1272 KCMIL, AAC TO 4 HOLE, 4" NEMA PAD	DMC	CPLK9440D12720S
204	57	230KV, STATION POST INSULATOR	TBD	TBD
205	57	230KV, RIDGID/SLIP BUS SUPPORT, 5" ALUM BUS TO 7" BC HOOK ON TYPE	ANDERSON	WTH507
206	21	TERMINAL, EXPANSION, 5" TUBE TO 4 HOLE NEMA PAD	ANDERSON	WFTF50D
207	15	BUS END CAP	DMC	PLK1350D80
208	105	SPACER, (3) 1272	ANDERSON	EVS3C1299
209	11	230KV, TEE, TUBE TO FLAT, WELDED	ANDERSON	WTTFR3060D
210	9	TUBED TO CENTER FORMED FLAT, 5", 4-HOLE NEMA PAD	ANDERSON	WSTFX50DCFEHV
211	24	CONNECTOR, TEE, WELDED, 15 DEGREE ONE TAP 5" ALUM MAIN TO 2 1/2" ALUM TAP	ANDERSON	WTT-15-5024
212	24	CONNECTOR, TEE, WELDED, 15 DEGREE ONE TAP 2 1/2" ALUM MAIN TO 2 1/2" ALUM TAP	ANDERSON	WTT-15-2424
213	12	TEE CONNECTOR, WELDED, 15°, TWO TAPS 5" ALUMINUM MAIN to 2 1/2" ALUMINUM TAP	ANDERSON	WTT2-15-5024
214	60	GROUNDING STUD	ANDERSON	WTESR1024
215	12	TEE CONNECTOR, COMPRESSION, SPLIT TEE CABLE TO 4", 4-HOLE NEMA PAD	DMC	CPLK9514D12720S
216	4	COMPRESSION DEADEND, 1/2" EHS SINGLE TONGUE, STRAIN CLAMP	AFL	VWDE 18.531
217	900'	STATIC WIRE 1/2" EHS	FWC	-
218	4	Y CLEVIS TO CLEVIS 30,000 LBS	ANDERSON	YCC-30
219	18	WELDED TRIFURCATING TEE CONNECTOR, TUBE TO 3 FLATS	ANDERSON	EVTT3F50
220	9	TRIPLE CABLE SUPPORT, 12" SPACING	DMC	CL453D12720E2-12S
221	2	90 DEGREE TERMINAL TO 4", 4-HOLE NEMA PAD	DMC	CPLK9449D12720T
222	3	BUS EXPANSION SUPPORT	DMC	PLK2700D80E23
223	20	230KV ALUMINUM WELDED COUPLER	FAFL	WS500-AA
224	12	OFFSET TRIPLE BARREL TERMINAL 4", 4-HOLE NEMA PAD	DMC	CPLK9982D12720S

MISCELLANEOUS MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
501	AS REQ'D	SUBSTATION IDENTIFICATION SIGN (SEE VOL. 3 SECTION 9500 OF THE SPECIFICATION)	-	-
502	AS REQ'D	SUBSTATION WARNING SIGNS (SEE VOL. 3 SECTION 9500 OF THE SPECIFICATION)	-	-
503	AS REQ'D	SUBSTATION IDENTIFICATION SIGN MOUNTING BRACKET (SEE VOL. 3 SECTION 9500 OF THE SPECIFICATION)	-	-
504	9	SUBSTATION LUMINAIRE, WITH BALLAST, 195W, WITH PHOTO CELL	HOLOPHANE	PLED2-T8000LM-L5H MVOLT-50K-70CRI
505	3	LUMINAIRE, FLOOD LIGHT, 349W, WITH BRACKETS AND MOUNTING EQUIPMENT, PREDATOR TYPE, 120V.	HOLOPHANE	PMLED-P3-40K-MVOLT-66-KM

ON HOLD

TRENCH MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
700	20	TRENCH 16"X20"X118"	OLDCASTLE	T2016
701	60	TRENCH COVER, PLASTIBETON HD	OLDCASTLE	TC20

GROUNDING CONDUCTOR AND CONNECTIONS MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
300	AS REQ'D	CONDUCTOR, 4/0 COPPER	ESSEX	56000-3A1B01C990
301	AS REQ'D	BRONZE GROUND CLAMP, CABLE TO FLAT	ANDERSON	GC-141A-02
302	9	SWITCH OPERATOR MAT	-	-
303	AS REQ'D	BRONZE GROUND CLAMP, 2 CABLES TO FLAT CU	ANDERSON	GC-143A-02
304	AS REQ'D	LUG TERMINAL, COPPER, 2 HOLE, 4/0, 1/2" BOLT, STRAIGHT	HOMAC	7ME-80-2N
305	AS REQ'D	ROD, GROUND, 3/4"x10', COPPERBOND	ERITECH	613400
306	AS REQ'D	GROUND GRID CONNECTION, 4/0 CU TO 4/0 CU CABLE, THRU CROSS	DMC	GC742B004-004
307	AS REQ'D	GROUND GRID CONNECTION, 4/0 CU TO 3/4" GROUND ROD, COPPERCLAD	DMC	GC733B004-682
308	AS REQ'D	CLAMP, GROUND, (3 EA) 2/0 TO 250 MCM CABLE TO 2" PIPE	ANDERSON	GC-110-61C
309	AS REQ'D	CLAMP, GROUND, (3 EA) 2/0 TO 250 MCM CABLE TO 1 1/4" PIPE	ANDERSON	GC-110-41C
310	AS REQ'D	CLAMP, GROUND, (3 EA) 2/0 TO 250 MCM CABLE TO 2 1/2" PIPE	ANDERSON	GC-110-81C
311	AS REQ'D	CONDUCTOR, #2 COPPER (TINNED), BARE	ESSEX	-
312	AS REQ'D	BRAID, FLEXIBLE, COPPER CONNECTOR	ANDERSON	GB2005A
313	AS REQ'D	GROUND GRID CONNECTION 4/0 CU TO 4/0 CU CABLE	DMC	GC733B004-004
314	AS REQ'D	BI-METALLIC TRANSITION PLATE 2 HOLE PAD	ANDERSON	TP-B
315	AS REQ'D	BRONZE PARALLEL CONNECTOR #6-#4/0 RUN TO #6-#4/0 TAP, TYPE ST	ANDERSON	ST-4
316	AS REQ'D	CLAMP, GROUND, CABLE TO 3 1/2" ROD	ANDERSON	GC-110-121C
317	AS REQ'D	SPLIT BOLT CONNECTOR, BRONZE #2, TINNED	ANDERSON	CPS-1

ENCLOSURES/SAFETY SWITCH MATERIAL LIST

ITEM	QTY	DESCRIPTION	MFR	CATALOG #
600	2	SAFETY SWITCH	CUTLER HAMMER	DH225NWK
601	3	ENCLOSURE, HINGE-TYPE, NEMA 3R 24"x24"x6"	HOFFMAN	A24R248HCR
602	3	ENCLOSURE, STAINLESS STEEL BACK PANEL	HOFFMAN	A24P24SS6
603	6	12 POLE TERMINAL BOCK	GE	EB25B12
604	36	FUSE CARTRIDEGE (20 AMP)	BUSSMAN	FRN-R
605	18	2-POLE FUSE BLOCK	GOULD SHAWMUT	20312

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B	12/09/21	JZJ	ISSUED FOR BID

BURNS McDONNELL

date DECEMBER 09, 2021 | detailed J.JONES
designed J.JONES | checked C.WAGES

COLORADO RIVER COMMISSION

BOULDER FLATS 230KV SWITCHYARD
MATERIAL LIST

Public Works Project No. | contract

DRAWING No. **ES-4201** – rev. **B**

file: ES-4201.dwg

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Scale For Microfilming Millimeters Inches

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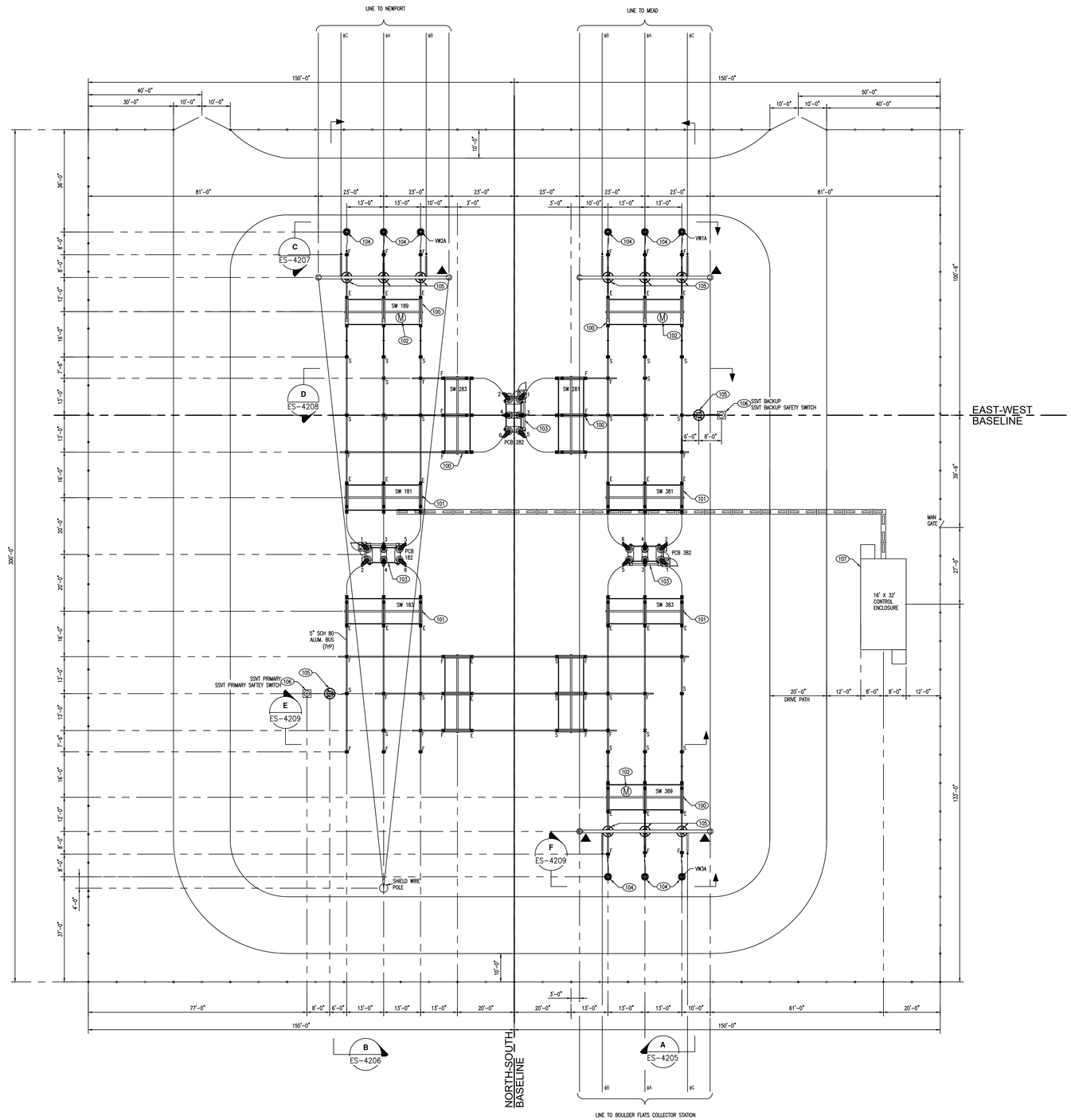

NORTH

LEGEND

S	SLIP FITTING BUS SUPPORT
F	FIXED FITTING BUS SUPPORT
E	EXPANSION FITTING BUS SUPPORT
Ⓜ	MOTOR OPERATOR
▲	OPGW SPLICE BOX

REFERENCE DRAWINGS:

ES-4201 _____ MATERIAL LIST
ES-4205 _____ SECTION A
ES-4206 _____ SECTION B
ES-4207 _____ SECTION C
ES-4208 _____ SECTION D
ES-4209 _____ SECTION E,F

SCALE:

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COLORADO RIVER COMMISSION

BOULDER FLATS 230KV SWITCHYARD
PLAN VIEW

Public Works Project No. – | contract –

DRAWING No. **ES-4204** – rev. **B**

file: ES-4204.dwg

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COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF OCTOBER 10, 2023

SUBJECT: For Possible Action: Consideration of and possible action on presentation from the Bureau of Reclamation regarding stranded funds collected for post-retirement benefits in rates set by the Western Area Power Administration and transferred to the Bureau of Reclamation's Colorado River Dam Fund.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission approve Staff supporting legislative efforts at the federal level to provide authorization to the Bureau of Reclamation to use the stranded funds for project purposes at Hoover Dam.
FISCAL IMPACT: None.

PRESENTATION AND REQUEST:
Mathew Stemmer, Supervisory Accountant, from the Bureau of Reclamation (Reclamation) will make a presentation on the background of the Post-Retirement Benefits (PRBs) payments that have been collected by the Western Area Power Administration, and deposited in the Colorado River Dam Fund that is controlled by Reclamation. There is an effort to obtain legislative approval to use the funds for project purposes, since the cost the funds were collected to cover has already been funded by general appropriations.

BACKGROUND:

A majority of PRBs for the federal employees are funded through overhead/benefit rates paid through labor cost. There is a relatively small portion that is not paid through labor allocations and those are paid for by the federal Office of Personnel Management through appropriations.

In 1997, the Department of Energy (DOE) decided to include the costs in their budget for the Fiscal Year 1998. In July of 1998, the General Counsel of the DOE issued a legal memorandum to support the legal basis for the Power Marketing Administrations to commence collecting Post Retirement Benefits (PRB) in its rates. Reclamation did not agree with DOE that the specific PRBs should be included in rates. The change was not made by a statutory change or requirement passed by Congress. There was no change to the Civil Service Retirement Act that was passed in 1969, that provides for the payment through appropriations of expanded retirement benefits.

The PRB funds have accumulated over time since 2001 and have remained in the account due to the result of different opinions by the Department of Energy and the Bureau of Reclamation as to what costs could be collected from hydropower customers, and because there is no mechanism to transfer the funds from the account to Treasury. However, since the funds were collected for PRB, Reclamation is reluctant to use them for project purposes like other funds in the Colorado River Dam Fund without some clear authorization. As of 2023, there is approximately $45 million in the Colorado River Dam Fund associated with Western Area Power Administration's collection of PRBs for the Boulder Canyon Project.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF OCTOBER 10, 2023

FUNDING NEEDED AT HOOVER DAM:

The Ten-Year Operating Plan for Hoover Dam shows the need for an additional $59 million to be spent on extraordinary plant investments beyond routine maintenance, operation, and repairs over the next five years. The following ten years will require an additional investment of $91 million for a total of $150 million over the next ten years. Further, the drought has reduced hydropower generation and it is expected that reductions in water deliveries through conservation and post-2026 operating guidelines, will further reduce water deliveries and hydropower generation. Such reductions will increase rates since the costs are fixed and must be spent to keep the dam operating. Given the reduction in hydropower and the needed plant investment at Hoover, PRB funds could be made available to customers to offset costs and keep downward pressure on rates.

Therefore, the customers are looking to free up the $45 million that resides in the Colorado River Dam fund to be spent for project purposes at Hoover dam.

RECOMMENDATION:

Staff is seeking affirmative direction from the Commission that it supports Staff pursuing federal legislation to obtain approval for Reclamation to use the PRB funds collected for project purposes.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF OCTOBER 10, 2023

SUBJECT: *For Possible Action*: Consideration of and possible action on presentation from Bureau of Reclamation presented to the Commission on September 12, 2023, with updates from Staff, regarding the Visitor Services at Hoover Dam, the costs of operations and maintenance, revenue shortfall and options to raise revenue to pay for the costs of operations to reduce subsidy paid by hydropower customers.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommends the Commission authorize Staff to support seeking federal legislation to enable the Bureau of Reclamation to charge an entry fee at Hoover Dam subject to the resolution of any concerns expressed by the Commission.
FISCAL IMPACT: None.

BACKGROUND:

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

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

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

Staff will make a presentation on Reclamation's updated numbers.

FLREA PROHIBITS AN ENTRY FEE CHARGE:

The Federal Land Recreation Enhancement Act (FLREA) prohibits the Bureau of Reclamation from charging an entry fee to its facilities. Specifically the language states: (e) "*Entrance Fee…(2) Prohibited sites: The Secretary shall not charge an entrance fee for Federal recreational lands and waters managed by the Bureau of Land Management, the Bureau of Reclamation, or the Forest Service,…"* 16 USC Chapter 87 §6802. At this point, it is expected that federal legislation is needed to allow the Bureau to charge an entry fee at Hoover Dam.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF OCTOBER 10, 2023

HISTORY IN NEVADA:

Hoover Dam is a treasured landmark and has a long history in Nevada going back to its construction and the establishment of Boulder City, Nevada. Though Hoover Dam benefits all the lower basin states, it is particularly significant for Nevada because it is located close to Nevada's population centers and provides easy access for locals and tourists. Staff believes that Nevadans take pride in the dam and its residents want to preserve access to the dam for current and future generations. That is consistent with a comment Staff received from one of Nevada's Congressional representatives emphasizing that, if an entry fee was to be implemented, Reclamation should waive entry fees during certain days of the year, similar to what National Parks do, to allow broad public access to the site.

RECOMMENDATION:

Staff recommends that the Commission authorize Staff to support seeking federal legislation that would change the law to enable Reclamation to charge an entry fee at Hoover Dam, but implemented in such a way that allows for broad public access for current and future generations.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF OCTOBER 10, 2023

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:

Staff will provide an update at the meeting.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF OCTOBER 10, 2023

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 an update at the meeting.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF OCTOBER 10, 2023

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

STAFF COMMENTS AND BACKGROUND:

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF OCTOBER 10, 2023

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 M
FOR MEETING OF OCTOBER 10, 2023

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

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, December 12, 2023, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM N
FOR MEETING OF OCTOBER 10, 2023

SUBJECT: Adjournment.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND: