

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM A  
FOR MEETING OF AUGUST 13, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**

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

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM B  
FOR MEETING OF AUGUST 13, 2024**

<b>SUBJECT:</b> Comments from the public. Members of the public are invited to comment on items on the meeting agenda. No action may be taken on a matter raised during public comment until the matter itself has been specifically included on an agenda as an item for possible action.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM C  
FOR MEETING OF AUGUST 13, 2024**

<b>SUBJECT:</b> <i>For Possible Action:</i> Approval of minutes of the June 11, 2024, meeting.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

The minutes of the June 11, 2024, meeting is enclosed for your review.

**The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, June 11, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.**

**COMMISSIONERS IN ATTENDANCE**

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

**COMMISSIONERS PRESENT VIA TELECONFERENCE**

Vice Chairwoman	Kara J. Kelley
Commissioner	Allen J. Puliz

**DEPUTY ATTORNEY(S) GENERAL**

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

**COMMISSION STAFF IN ATTENDANCE**

Executive Director	Eric Witkoski
Senior Assistant Director	Sara Price
Chief of Finance and Administration	Douglas N. Beatty
Assistant Director, Engineering and Operations	Shae Pelkowski
Power Systems Operations Manager	Walter Shupe
Chief Accountant	Gail L. Benton
Senior Energy Accountant	Hyelim Hong
Senior Energy Accountant	Andrew P. Weart
Natural Resource Specialist	Danielle Greene
Hydropower Program Specialist	Rebecca Suafoa
Hydropower Analyst	Elissa Emery
IT Applications Specialist	John Sagmani
Executive Assistant Manager	Gina L. Goodman
Office Manager	Noah Fischel
Administrative Assistant III	Tamisha Randolph
Administrative Assistant II	Joshua Cleveland

**OTHERS PRESENT: REPRESENTING**

Codale Electric Supply  
College of Southern Nevada  
City of Henderson  
ESCI Safety Training and Consulting Services  
Legislative Counsel Bureau  
Peak Substation Services, LLC  
Southern Nevada Water Authority  
Southern Nevada Water Authority  
Self

Michael Callewaert  
Tina Dobbs  
Christopher Boyd  
Jennifer Kropp  
Justin Luna  
Jason Harris  
Scott Krantz  
Annalise Porter  
Lauren Brown

DRAFT

**COLORADO RIVER COMMISSION OF NEVADA**

**MEETING OF**

**JUNE 11, 2024**

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:30 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 May 14, 2024, meeting.**

Commissioner Winterton moved for approval of the minutes of the May 14, 2024, meeting. The motion was seconded by Commissioner Stewart and approved by unanimous vote of those present.

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

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

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

Commissioners Jones and Kirkpatrick were present for these items.

Mr. Witkoski explained Agenda Items D, E & F are all for the Garnet Valley project and requested they be considered together. Shae Pelkowski, Assistant Director of Engineering and Operations explained each of the items.

Chairwoman Premsrirut requested a brief overview of the competitive process.

Mr. Pelkowski explained the bid process and the number of bids received for Items D, E and F.

Chairwoman Premsrirut wanted to ensure that the RFPs were publicized to canvas for qualified applicants and potential bidders. Mr. Pelkowski confirmed the RFPs were posted and bids were received.

Doug Beatty, Chief of Finance and Administration, highlighted the evaluation team that examines the bids includes a person from the customer for whom the project is being built and the evaluation team discuss all the bids, and the team comes to a consensus on the bid that should be chosen.

Chairwoman Premsrirut ask if there were any questions. Commissioner Kirkpatrick made a motion to approval of Items D, E and F and the Motion was seconded by Commission Stewart and the contracts were approved unanimously.

**G. *For possible Action: Consideration of and possible action to approve contract CRCPDP-TR-24-01 between successful bidder, ESCI, Inc., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2757 for Energized Electric System Safety Training and Compliance in the amount of \$124,800.***

Mr. Witkoski introduced Agenda Item G.

Mr. Pelkowski detailed the services provided by ESCI, emphasizing their role in energized electric system safety training and compliance. He indicated the contract value is \$124,800 and spans four years, with the current contract expiring this year. The continuation of these services includes monthly safety training at facilities like the Newport substation, covering various safety topics critical for electricians and engineers working with high voltage electrical systems.

Chairwoman Premsrirut commended the safety record under the leadership of Bob Reese and now Shae, expressing support for the continuation of services that contribute to this safety record.

Commissioner Stewart moved to approve the contract, and Commissioner Kirkpatrick seconded the motion.

Chairwoman Premsrirut called for a vote, and the contract was approved unanimously.

Chairwoman Premsrirut thanked Mr. Pelkowski, and everyone involved, marking the successful continuation of crucial safety training services.

**H. *For Information Only:* Introduction of budget recommendations for the Commission's budget for Fiscal Years 2026 and 2027.**

Mr. Witkoski introduced Item H regarding the budget recommendations for fiscal years 2026 and 2027.

Mr. Beatty provided a detailed breakdown of the budget, explaining the different funds and their uses within the Colorado River Commission's financial system. He clarified the administrative, multi-species conservation program, power delivery project, and power marketing funds, noting their specific allocations and purposes. The budget process included feedback from various departments and a preliminary presentation to the commission before a final review and legislative process.

Mr. Beatty discussed the process of preparing the budget early in the year, taking it to customer budget meetings for feedback, and then presenting it to the commission. This process allowed time for review and input from all stakeholders. He also mentioned specific budgetary changes and anticipated needs based on past trends and future projections.

Commissioner Kirkpatrick expressed her concern about maintaining staffing levels and the potential implications of budget cuts or unutilized positions. She stressed the importance of preserving positions to avoid difficulties in reacquiring them later. Mr. Beatty responded by detailing the operational and financial impacts of hiring, emphasizing the balance required to avoid unnecessary costs to customers and the agency.

The discussion also touched on the legislative understanding and management of budgetary and staffing issues, highlighting the need for ongoing education and advocacy to ensure the commission's needs and operational realities were well understood by new legislative members.

Overall, the discussion underscored the complexities of budget management within a governmental agency, the strategic planning involved, and the importance of maintaining operational capacity through careful staffing and budget allocations.

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

Mr. Witkoski provided an update on Item I, focusing primarily on the status of federal legislation. Specifically, he mentioned the "Help to Hoover Dam Act," for which he had testified in May. He mentioned that Congresswoman Susie Lee led the presentation on this bill, which garnered support from all Nevada representatives and senators.

Mr. Witkoski expressed hope the bill would proceed without changes and emphasized its importance, as it could potentially make available \$46 million for projects at Hoover Dam.

Chairwoman Premsrirut commended the efforts of Congresswoman Susie Lee and acknowledged Mr. Witkoski's commitment to advocating for the bill in Washington, D.C.

She thanked them for their dedication to advancing the commission's interests and enhancing resources for Hoover Dam.

**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, basin negotiations, impacts on hydropower generation, electrical construction activities and other developments on the Colorado River.**

Mr. Witkoski introduced Item J.

Sara Price, Senior Executive Director, provided an update. Ms. Price stated that the Upper Basin had received 95% of average precipitation, bringing the cumulative total to 97% for the year.

Despite the high temperatures everyone was aware of, she noted that temperatures in May were one to five degrees below normal. She mentioned that snow accumulation peaked in April at 111% and was forecasted to be about 81% of average by the end of the year.

As of last Sunday, Lake Powell's elevation was at 3575, an improvement from the 3535 recorded in 2022. Likewise, Lake Mead's elevation was around 1066, up from 1046 a couple of years prior.

Chairwoman Premsrirut thanked Ms. Price for her report and asked if there were any questions or comments for her. There were no questions.

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

Chairwoman Premsrirut asked if there were any comments from any member of the public present in the Chamber or any member of the public participating remotely that wish to address the Commission. There were none.

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

Chairwoman Premsrirut asked if there were any comments or questions from the Commission members present in the Chamber or participating remotely that wish to address the Commission. There were none.

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

The next meeting is tentatively scheduled for 1:30 p.m. on August 13, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**N. Adjournment.**

The meeting was adjourned at 2:16 p.m.

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

APPROVED:

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

DRAFT

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM D  
FOR MEETING OF AUGUST 13, 2024**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to approve contract CRCGV-03 between successful bidder, ILJIN Electric USA, Inc., and the Colorado River Commission of Nevada, based on bid solicitation 69CRC-S2754 for Garnet Valley Water System Power Transformers in the amount of \$ 3,396,000.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract CRCGV-03 with ILJIN Electric USA, Inc., and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161, the Colorado River Commission of Nevada (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 to assist in the design and procurement of the electrical infrastructure for the Garnet Valley Water System project.

**B. Background of Bid/Procurement**

On March 29, 2024, bid solicitation 69CRC-S2785 was posted in NVEPro. Bid solicitations were sent to 29 vendors registered with NVEPro. The deadline for bid proposals closed at 2:00 p.m. on June 6, 2024. Four quotes were received through NVEPro. The evaluation team reviewed the bids and selected the proposal from ILJIN Electric USA, Inc.

This Contract is to design, manufacture, assemble, test, ship, and provide all other ancillary services relating to the procurement of two Power Transformers as specified in the contract. The Equipment will be purchased by the Commission pursuant to NRS 538.161 (2) and the Commission’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

**C. Staff’s Recommendation**

Staff recommends the Commission approve the contract with ILJIN Electric USA, Inc. and authorize the Executive Director to sign it on behalf of the Commission.

Active

**CRA Agent Entity Type:**

**Registered Agent Type:**

Commercial Registered Agent

**NV Business ID:**

**Office or Position:**

**Jurisdiction:**

**Street Address:**

9107 West Russell Road Suite 100, Las Vegas, NV, 89148, USA

**Mailing Address:**

**OFFICER INFORMATION**

View Historical Data

Title	Name	Address	Last Updated	Status
President	Sungyeol Youn	15915 Katy Freeway Suite 215, Houston, TX, 77094, USA	04/26/2024	Active
Secretary	Sungyeol Youn	15915 Katy Freeway Suite 215, Houston, TX, 77094, USA	04/26/2024	Active
Treasurer	Sungyeol Youn	15915 Katy Freeway Suite 215 , Houston, TX, 77094, USA	04/26/2024	Active
Director	Sungyeol Youn	15915 Katy Freeway Suite 215, Houston, TX, 77094, USA	04/26/2024	Active

Page 1 of 1, records 1 to 4 of 4

**CURRENT SHARES**

Class/Series	Type	Share Number	Value
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No records to view.

Unlimited Foreign Entities Only

No Stock Foreign Entities Only

Number of No Par Value Shares:

**1000000**

Total Authorized Capital:

**1,000,000**

[Filing History](#)

[Name History](#)

[Mergers/Conversions](#)

**Entity Information****Entity Information****Entity Name:**

ILJIN ELECTRIC USA, INC.

**Entity Number:**

E0194072018-4

**Entity Type:**

Foreign Corporation (80)

**Entity Status:**

Active

**Formation Date:**

04/19/2018

**NV Business ID:**

NV20181281333

**Termination Date:****Annual Report Due Date:**

4/30/2025

**Compliance Hold:****Domicile Name:****Jurisdiction:**

California

**Registered AGENT INFORMATION****Name of Individual or Legal Entity:**

INCorp SERVICES, INC.\*

**Status:**

[Return to Search](#)

[Return to Results](#)

**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Corporate/Business Entity Name:</b>	
<b>"Doing Business As" (if applicable):</b>	
<b>Street Address:</b>	<b>Website:</b>
<b>City, State and Zip Code:</b>	<b>POC Name and Email:</b>
<b>Telephone Number:</b>	<b>Fax Number:</b>
<b>Local Street Address:</b>	<b>Website:</b>
<b>City, State and Zip Code:</b>	<b>Local Fax Number:</b>
<b>Local Telephone Number:</b>	<b>Local POC Name and Email:</b>

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 CRC.

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 <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SEE BUSINESS LICENSE

**This section is not required for publicly traded corporations.**

- Are any individual members, partners, owners or principals, involved in the business entity, a CRC full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that CRC employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRC 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 CRC will not take action on items agendized without the completed disclosure form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

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

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

SEE BUSINESS LICENSE

“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 CRC Use Only:**

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

- Yes  No    Is the CRC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- Yes  No    Is the CRC 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 CRC Use Only:**

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

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

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

Notes/Comments:

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Signature

---

Print Name (Authorized Department Representative)

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**For CRC Use Only:**

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

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

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

Notes/Comments:

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Signature

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Print Name (Authorized Department Representative)

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**For CRC Use Only:**

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

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

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

Notes/Comments:

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Signature

---

Print Name (Authorized Department Representative)



**Colorado River Commission of Nevada  
100 City Parkway, Suite 1100  
Las Vegas, Nevada 89106**

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# **Garnet Valley Water System - 2920 Substation**

**Contract No. CRCGV-03  
Power Transformers**

**Bid Documents and Specifications**

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For Award  
August 13, 2024

**GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION**

**Contract No. CRCGV-03  
Power Transformers**

**Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

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

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

### **2. Equipment.**

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

Two (2) 230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-1100 of this Contract.

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

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

**4. Pricing and Security.**

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

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

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

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

Date: 03/29/2024

By:



---

Shae Pelkowski  
Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

05/13/2024

**SECTION 200  
BID INSTRUCTIONS**

**1. Bid Form.**

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

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

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

**2. Bid Security.**

Bid security is not required.

**3. Bids as Public Records.**

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

**4. Submission of Bids.**

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

**5. Evaluation of Bids.**

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

**6. Rejection of Bids.**

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

**7. Signing of Contract.**

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

**8. Performance Bond.**

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

**SECTION 300  
BID FORM**

**1. Project Identification:**

Garnet Valley Water System - 2920 Substation  
Contract No. CRCGV-03  
Power Transformers

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

Name: ILJIN Electric USA, Inc.  
Address: 15915 Katy Freeway Suite Unit 215, Houston, TX 77094

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

Colorado River Commission of Nevada  
100 N City Parkway, Suite 1100  
Las Vegas, Nevada 89106-4614

**4. Bid Terms and Conditions.**

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. <u>  1  </u>	Dated 2024. 06. 06
No. <u>  2  </u>	Dated 2024. 06. 06
No. <u>  3  </u>	Dated 2024. 06. 06

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

**5. Bid Price.**

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

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

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

<b>Bid Item</b>	<b>Specification Section</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>	<b>Proposed Manufacturer</b>	<b>Delivery - Weeks After N-T-P*</b>
401	1000	230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 73 13. F.O.B. Las Vegas, NV (36.308883° - 114.989844°).	Each	U\$1,698,000	2		ILJIN Electric	90
<b>CONTRACT PRICE</b>		U\$ 3,396,000						

\*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: ILJIN Electric USA, Inc.  
(Corporation Name)

By:   
(Signature of Authorized Person)

Joseph Youn / Managing Director  
(Printed Name and Title)

Business Address:  
15915 Katy Freeway Suite Unit 215,  
Houston, TX 77094  
\_\_\_\_\_

Phone No. 832 226 8792 Fax No. \_\_\_\_\_  
Email: Joseph.Youn@iljin.co.kr

This Bid is Submitted On: 06. 06. 2024

**SECTION 320  
BID ADDENDUM**

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

**SECTION 340  
BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 400  
CONTRACT NO. CRCGV-03  
GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the “CRCNV,” and ILJIN Electric USA, Inc, 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	Two (2) 230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 73 13. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).

**2. Definitions**

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

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

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

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

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

Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCGV-03, Power Transformers; section 500, Performance Bond; and the Specifications contained in section 600 through section 1100. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

2.11 "Project" means the Garnet Valley Water System - 2920 Substation.

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

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

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

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

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

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

3.2 The address of the CRCNV's Representative is:

Colorado River Commission of Nevada  
100 N City Parkway, Suite 1100  
Las Vegas, NV 89106

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

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

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

### **5. Contract Price**

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

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

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

### **7. Payment Procedures**

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

- 7.2 **Procedure for Progress Payments.** CRCNV shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.
- 7.3 **Application for Final Payment.** The Contractor shall submit an application for final payment upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.
- 7.4 **Procedure for Final Payment.** The CRCNV shall pay the Contractor within thirty (30) days of receipt of a correct, itemized invoice for the final payment. The CRCNV's payment of the final payment shall constitute a full waiver of all claims by the CRCNV against the Contractor, other than those arising from unsettled liens, from defective work appearing after final inspection, or from the Contractor's failure to comply with the requirements of this Contract. The Contractor's receipt of final payment shall constitute the Contractor's waiver of all claims by the Contractor against the CRCNV, other than those previously made in writing and remaining unresolved at the time of final payment.

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

- 8.1 Without invalidating this Contract, the CRCNV may, at any time or from time to time, issue a Change Order requiring additions to, deletions from, or revisions to the Equipment or quantities stated herein. Upon receipt of a Change Order, the Contractor shall proceed with the performance of the Contract Documents as altered by the Change Order. If Contractor's compliance with any Change Order would cause an increase in the Contract Price, the Contractor shall, within fifteen (15) days, notify the CRCNV and submit a signed, written claim therefore including information regarding the events and circumstances and supporting data giving rise to the Contractor's claim. The CRCNV shall approve or disapprove the Contractor's claim within twenty (20) days after receipt of the Contractor's claim and, if approved, issue a Change Order amending the Contract Price.
- 8.2 If the Contractor's compliance with any Change Order would interfere with the Contractor's ability to complete the performance of this Contract within the Performance Milestones, including final performance of this Contract, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Performance Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a Change Order amending the Performance Milestones.
- 8.3 The CRCNV shall not compensate Contractor for additional work performed by the Contractor without authorization or Change Order. The Contractor

shall notify its surety of any changes in the general scope of the work to be performed under this Contract.

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

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

- 9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. “Like, “equivalent” and “or equal” items may be substituted only if, in the CRCNV’s sole discretion, although not qualifying as an “or equal” item, is an item essentially equivalent to that named and a substitute therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the CRCNV from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for evaluation thereof to the CRCNV, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor’s completion of performance of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the CRCNV for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the CRCNV in evaluating the proposed substitute. The CRCNV may require the Contractor to furnish any additional data about the proposed substitute.
- 9.2 No “like”, “equivalent”, “or equal” or other substitutes shall be ordered, installed, or utilized until the CRCNV’s review is complete. The CRCNV must be allowed a reasonable time within which to evaluate each of Contractor’s proposals for such substitutions. The CRCNV’s determination regarding such substitutions must be evidenced either by acceptance of the Contractor’s Bid in which the substitution was identified, a written Change Order, or completion of the submittal review procedure.
- 9.3 The CRCNV may require the Contractor to furnish, at the Contractor’s expense, a special performance guarantee or other surety with respect to

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

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

- 10.1 The Contractor warrants and guarantees to the CRCNV that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the CRCNV's Request for Bids and of any inspections, tests, or approvals referred to herein. The CRCNV is entitled to reject all unsatisfactory, faulty, or defective work and all work not conforming to the CRCNV's Request for Bids at the time of the CRCNV's Acceptance thereof or of such inspections, tests, or approvals.
- 10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Equipment, wherever it may be or become located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the CRCNV with any certificate of inspection, testing or approval resulting therefrom.
- 10.3 If the Contractor does not have the necessary test facilities or personnel to perform all required inspections, tests or approvals, the Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents, which the Contractor cannot perform.
- 10.4 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for all inspections or tests requiring observation by the CRCNV. The CRCNV's observation of inspections or tests, or inspections or tests performed by persons other than the Contractor, with the exception of Acceptance Testing, does not relieve the Contractor's obligation to perform this Contract as specifically required herein. Compliance is the responsibility of the Contractor. No act or omission on the part of the CRCNV may be construed as relieving the Contractor of this responsibility. Inspection of Equipment later determined to be nonconforming is not cause or excuse for acceptance of the nonconforming Equipment.
- 10.5 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for Acceptance Testing. The Contractor shall provide the CRCNV reasonable access to the Contractor's premises and provide

proper and safe facilities for the CRCNV's observation or conduct of Acceptance Testing.

- 10.6 If the CRCNV determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the CRCNV's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, CRCNV may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the CRCNV's written order. The Contractor is responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The CRCNV, at CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.
- 10.7 Nothing in this article concerning the correction or replacement of defective Equipment establishes any period of limitation with respect to any claim by the CRCNV against the Contractor for performance or damages arising out of the Contractor's obligation to perform this Contract.

## **11. Data, Reports, and Drawings**

- 11.1 All data, reports, drawings and specifications provided to the Contractor by the CRCNV pursuant to this Contract or the CRCNV's Request for Bids remains the property of the CRCNV and must be delivered to the CRCNV upon completion of performance of this Contract. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. Such documents are not intended or represented by CRCNV to be suitable for reuse by the CRCNV or others, either for extension of the Project or for other projects. Any reuse of such documents by the Contractor without the prior written consent of the CRCNV is at the Contractor's risk and the Contractor shall hold the CRCNV harmless with respect to any liability arising out of such reuse.
- 11.2 The books, records, documents and accounting procedures and practices of the Contractor relative to direct costs and expenditures under this Contract are subject to inspection, examination and audit by the State, the Commission, the attorney general of Nevada and the Nevada state legislative auditor.
- 11.3 Subject to applicable state law, the Contractor shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify the CRCNV of the demand for information before the Contractor responds to such demand.
- 11.4 The Contractor shall retain its rights in its standard drawing details, designs specifications, databases, computer software and any other proprietary

property. Rights to intellectual property developed, utilized, or modified in the performance of the services remain the property of the Contractor.

**12. Liquidated Damages**

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

Bid Item	Description	Liquidated Damages, Per Day
401	Two (2) 230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 73 13. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	\$500 each unit of the Bid Item

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

**13. Insurance, Bonds, and Indemnification**

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

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

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

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

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

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

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

**Minimum Requirements:**

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

**5. Transportation (Cargo) Insurance**

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

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

- b. Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the

Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.

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

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

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

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Shae Pelkowski, Colorado River Commission of Nevada, 100 City Parkway, Suite 1100, Las Vegas, Nevada 89106**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

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

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

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

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

including its commissioners, officers and employees individually and collectively.

- 13.7 **Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor must be primary insurance with respect to any of the CRCNV's insurance whose insurance must stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.
- 13.8 **Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.
- 13.9 **CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.
- 13.10 **Deductibles.** With respect to any and all insurance required under this article, the deductible must not exceed \$2,500.00, without the prior written approval of the CRCNV.
- 13.11 **Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.
- 13.12 **Indemnification; Limited Liability.**

13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or

indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

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

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

## **14. Risk Of Delay**

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

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

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

## 15. Effect and Termination

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

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

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

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

the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.

**16. Taxes.**

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

**17. Unemployment Compensation.**

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

**18. Discrimination.**

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

**19. Disputes.**

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

**20. Waiver of Claims.**

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

**21. Notices.**

21.1 Any notice, demand, or request required or authorized by this Contract to be served, given, or made shall be deemed properly served, given or made if

delivered in person or sent by electronic mail and certified mail, postage prepaid, to the persons specified below:

Colorado River Commission of Nevada  
c/o Executive Director  
100 N City Parkway, Suite 1100  
Las Vegas, NV 89101-1065  
Email: [CRCAdmins@crc.nv.gov](mailto:CRCAdmins@crc.nv.gov)

ILJIN Electric USA Inc,  
Joseph Youn, Managing Director  
15915 Katy Freeway Suite Unit 215  
Houston, TX 77094  
Email: [Joseph.Youn@iljin.co.kr](mailto:Joseph.Youn@iljin.co.kr)

ILJIN Electric Co., Ltd.  
Yongju Shin, Team Leader Hyosang Lim, Project Manager  
7th Floor, ILJIN R&D InnoCenter, 15, MagokJungang14-ro,  
Gangseo-gu, Seoul, Republic of Korea 07789  
Email: [yongju.shin@iljin.co.kr](mailto:yongju.shin@iljin.co.kr)  
Email: [hyosang.lim@iljin.co.kr](mailto:hyosang.lim@iljin.co.kr)

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

**22. Submission of Claims.**

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

**23. Assignment of Contract.**

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

**24. Severability.**

Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions,

and the remaining portions shall remain in effect as if this Contract had been executed without the invalid portion. In the event any provision of this Contract is declared invalid, the Parties shall promptly renegotiate to restore this Contract as near as possible to its original intent and effect.

**25. Survival.**

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

**26. Applicable Law; Venue.**

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

**27. Article Headings.**

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

**28. Waiver.**

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

**29. Entire Agreement; Contractor Certification.**

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

**30. Authority to Execute.**

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

**IN WITNESS WHEREOF**, the Contractor and the CRCNV have executed three duplicate originals of this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2024. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

**CONTRACTOR**

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

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

ATTEST

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

**COLORADO RIVER COMMISSION OF NEVADA**

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

Puoy K. Premsirut  
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  
100 N City Parkway  
Suite 1100  
Las Vegas, Nevada 89106

**CONTRACT**

Date:

Amount:

\$

Description: Contract No. CRCGV-03,  
Garnet Valley Water System - 2920 Substation  
Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date):

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL** (Seal below)

Company:

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**SURETY** (Seal below)

Company:

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

**1. Project Description.**

1.1 Garnet Valley Water System – 2920 Substation is a 12.47kV to 4.16kV substation serving the Southern Nevada Water Authority that will be constructed in Southern Nevada.

**2. Work Under This Contract.**

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

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

**3. Delivery.**

3.1 Bid Item 401 shall be shipped F.O.B. by the Contractor to Las Vegas, NV (36.308883°, -114.989844°).

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

Mr. Shae Pelkowski  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 376-9997  
Email: [spelkowski@crc.nv.gov](mailto:spelkowski@crc.nv.gov)

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

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

**4. Work by the CRCNV.**

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

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

**5. Work Schedule.**

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

5.1.1 Work Schedule:

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

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

5.1.1.3 Delivery dates to be proposed by Contractor based on current equipment lead time.

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

**6. Measurement and Payment.**

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

**7. Copies Of Documents.**

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

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

## **SECTION 700 SUBMITTALS**

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

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

#### 1.2 Submittal Types:

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

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

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

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

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

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

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

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

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

## **2. Compliance Submittals.**

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 800 EQUIPMENT**

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

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

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

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

**3. Storage and Protection.**

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

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

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

**SECTION 900  
MANUFACTURER'S FIELD SERVICE**

**1. Services Required.**

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

**SECTION 1000**  
**33 73 13**  
**Power Transformers**

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

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

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF AUGUST 13,2024**

**SUBJECT:** *For Possible Action:* Discussion of current and future staffing, proposed budget for Fiscal Years 2026 and 2027 with a request for approval for submittal to Governor's Finance Office by August 30, 2024.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**4490 FY2026-27**

**COLORADO RIVER COMMISSION FUND  
FUND 4490  
COLORADO RIVER COMMISSION**

**EXECUTIVE SUMMARY**

**August Draft**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Cat.	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	F/Y 2026		F/Y 2027			
				Base Budget Request	Change	Total Budget Request	Base Budget Request	Change	Total Budget Request
<b>Acct.</b>	<b>Revenue</b>								
00-2511	Balance Forward	\$ 1,875,000	\$ 1,732,618	\$ 1,732,618		\$ 1,732,618	\$ 1,732,618		\$ 1,732,618
00-4022	Small Water User (Raw Water Sales)	12,000	30,000	30,000		30,000	30,000		30,000
00-4041	Power Administrative Charge	1,300,000	2,302,294	1,750,000		1,750,000	1,750,000		1,750,000
00-4102	Water Administrative Charge	1,500,000	2,162,263	1,900,000		1,900,000	1,900,000		1,900,000
00-4677	Transfers From Funds 4501 & 4502	3,146,064	2,716,443	4,409,192		4,409,192	4,772,489		4,772,489
00-4510	Charges for CREDA Membership	67,000	59,347	59,347		59,347	59,347		59,347
00-4326	Treasurer's Interest	70,000	80,202	80,202		80,202	80,202		80,202
	<b>Total Revenues</b>	<b>\$ 7,970,064</b>	<b>\$ 9,083,167</b>	<b>\$ 9,961,359</b>	<b>\$ -</b>	<b>\$ 9,961,359</b>	<b>\$ 10,324,656</b>	<b>\$ -</b>	<b>\$ 10,324,655</b>

	Expenditures	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	F/Y 2026		F/Y 2027			
				Base Budget Request	Change	Total Budget Request	Base Budget Request	Change	Total Budget Request
(01)	Salaries and Benefits ^	\$ 6,165,318	\$ 5,824,828	\$ 7,116,506	\$ 352,386	\$ 7,468,892	\$ 7,716,706	\$ 352,386	\$ 8,069,092
(02)	Out-of State Travel	64,867	74,154	74,154		74,154	74,154		74,154
(03)	In-State Travel	4,469	16,796	16,796		16,796	16,796		16,796
(04)	Operating Expenses	346,709	309,416	309,416	440,000	749,416	309,416	441,000	750,416
(04)	Contracts Expenses	209,559	155,041	155,041	80,000	235,041	155,041	90,000	245,041
(04)	NRS 538.226 Statutory Authorization *		450,000	450,000		450,000	450,000		450,000
(04)	Memberships & Registrations	67,821	80,424	67,821		70,321	67,821	2,500	70,321
(04)	Special Projects								
(05)	Equipment Purchases	12,000	516	516		516	516		516
(10)	Small Water User (Raw Water Sales)	2,189	2,189	2,189	12,000	14,189	2,189	12,000	14,189
(26)	Computer Related Expenses	94,335	119,747	119,747		119,747	119,747		119,747
(30)	Training	1,800	799	799	2,500	3,299	799	1,500	2,299
(59)	Utilities - Cable/Data	3,329	4,488	4,488	2,000	6,488	4,488	2,500	6,988
(87)	Purchasing Division Assessment	1,758	391	391	1,000	1,391	391	1,500	1,891
(88)	Transfer to State General Fund (cost alloc.)	72,692	64,953	64,953	25,000	89,953	64,953	30,000	94,953
(89)	Attorney General Charges	349,129	349,129	349,129	75,000	424,129	349,129	100,000	449,129
	<b>Total Expenditures</b>	<b>\$ 7,395,974</b>	<b>\$ 7,452,871</b>	<b>\$ 8,731,946</b>	<b>\$ 989,886</b>	<b>\$ 9,724,332</b>	<b>\$ 9,332,146</b>	<b>\$ 1,033,386</b>	<b>\$ 10,365,532</b>

**NOTE:** Budgeted year 2023 salaries are not used for base budget request because of new hires, merit and/or COLA increases.

Budgeted Revenues for the Hydropower and Water Administrative Charge and the Transfers from the Enterprise funds are based on estimated charges.

**DRAFT - AUGUST 2024**

**COLORADO RIVER COMMISSION FUND  
FUND 4490**

**COLORADO RIVER COMMISSION  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
EXECUTIVE SUMMARY**

**MAY 2024 DRAFT**

**FIVE YEAR COMPARISON TO BUDGET**

Cat.	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimate	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
<b>Acct.</b>	<b>Revenue</b>												
00-2511	Balance Forward	\$ 1,997,930	\$ 2,659,502	\$ 1,997,930	\$ 2,659,502	\$ 2,231,698	\$ 2,164,469	\$ 2,487,187	\$ 2,820,666	\$ 1,875,000	\$ 2,315,804	\$ 1,732,618	\$ 1,732,618
00-4022	Small Water User (Raw Water Sales)	30,105	28,007	30,105	28,007	31,532	31,405	27,998	13,355	12,000	23,258	30,000	30,000
00-4041	Power Administrative Charge	1,141,701	926,483	1,141,701	926,483	1,589,852	1,446,308	1,367,712	1,212,362	1,300,000	1,383,247	1,750,000	1,750,000
00-4102	Water Administrative Charge	1,828,644	1,208,364	1,828,644	1,208,364	1,294,419	856,132	1,279,083	1,446,255	1,500,000	1,275,178	1,900,000	1,900,000
00-4677	Transfers From Funds 4501 & 4502	2,597,763	2,636,228	2,597,763	2,636,228	2,985,122	2,805,677	2,553,722	2,704,278	3,146,064	2,838,973	4,409,192	4,772,489
00-4510	Charges for CREDA Membership	55,465	55,485	55,465	55,485	67,385	66,463	72,425	51,007	67,000	64,856	59,347	59,347
00-4326	Treasurer's Interest	12,925	25,333	12,925	25,333	44,101	13,653	20,924	67,686	70,000	43,273	80,202	80,202
	<b>Total Revenues</b>	<b>\$ 7,664,533</b>	<b>\$ 7,539,402</b>	<b>\$ 7,664,533</b>	<b>\$ 7,539,402</b>	<b>\$ 8,244,109</b>	<b>\$ 7,384,107</b>	<b>\$ 7,809,051</b>	<b>\$ 8,315,609</b>	<b>\$ 7,970,064</b>	<b>\$ 7,944,588</b>	<b>\$ 9,961,359</b>	<b>\$ 10,324,655</b>
	<b>Expenditures</b>										<b>(1)</b>		
(01)	Salaries and Benefits	\$ 3,644,365	\$ 3,772,984	\$ 3,940,471	\$ 4,097,093	\$ 4,309,102	\$ 3,988,999	\$ 4,000,734	\$ 4,321,116	\$ 5,812,932	\$ 4,429,719	\$ 7,468,892	\$ 8,069,092
(02)	Out-of State Travel	56,889	51,919	56,889	51,525	36,305	821	14,839	39,595	64,867	59,871	74,154	74,154
(03)	In-State Travel	9,485	17,098	9,485	8,916	2,509		1,163	1,087	4,469	13,270	16,796	16,796
(04)	Operating Expenses	359,358	373,546	343,767	341,301	319,981	305,272	310,415	307,021	346,709	317,880	749,416	750,416
(04)	Contracts Expenses	345,307		345,307	226,435	175,603	175,085	144,227	249,595	209,559	237,814	235,041	245,041
(04)	NRS 538.226 Statutory Authorization											450,000	450,000
(04)	Memberships & Registrations	74,676		74,676	68,816	69,311	56,724	88,696	39,487	67,821	66,953	70,321	70,321
(04)	Special Projects												
(05)	Equipment Purchases	2,445	7,686	22,716	2,156		28,059			12,000	8,012	516	516
(10)	Small Water User (Raw Water Sales)	13,717	12,881	13,255	12,230	13,258	14,518	13,258	6,878	2,189	10,020	14,189	14,189
(26)	Computer Related Expenses	32,012	46,607	41,989	50,483	130,357	106,618	99,078	92,206	94,335	104,519	119,747	119,747
(30)	Training	7,393	7,582	3,924	4,521	2,687	4,018	3,473	1,448	1,800	6,720	3,299	2,299
(59)	Utilities - Cable/Data	773	778	842	905	1,641	2,739	4,381	2,818	3,329	3,509	6,488	6,988
(87)	Purchasing Division Assessment	792	1,616	1,485	1,955	3,476	4,646	2,888	2,948	1,758	3,143	1,391	1,891
(88)	Transfer to State General Fund (cost alloc.)	80,762	100,972	106,833	106,883	108,968	120,361	114,197	112,796	72,692	105,803	89,953	94,953
(89)	Attorney General Charges	433,560	562,045	483,120	554,498	609,464	539,381	305,684	23,957	349,129	365,523	424,129	449,129
	<b>Total Expenditures</b>	<b>\$ 5,061,534</b>	<b>\$ 4,955,714</b>	<b>\$ 5,444,759</b>	<b>\$ 5,527,717</b>	<b>\$ 5,782,662</b>	<b>\$ 5,347,241</b>	<b>\$ 5,103,033</b>	<b>\$ 5,200,952</b>	<b>\$ 7,043,588</b>	<b>\$ 5,732,755</b>	<b>\$ 9,724,332</b>	<b>\$ 10,365,532</b>

(1) Averages as calculated on individual category detail, 5 years used in average may vary.

**COLORADO RIVER COMMISSION FUND**

**FUND 4490**

**COLORADO RIVER COMMISSION**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**EXECUTIVE SUMMARY**

**MAY 2024 DRAFT**

<b>ALLOCATIONS</b>													
<b>Cat. 26</b>		<b>F/Y 2026</b>						<b>F/Y 2027</b>					
		<b>Budget</b>	<b>Hydro</b>	<b>ES</b>	<b>PDP</b>	<b>NRG</b>	<b>Total</b>	<b>Budget</b>	<b>Hydro</b>	<b>ES</b>	<b>PDP</b>	<b>NRG</b>	<b>Total</b>
<b>Acct.</b>	<b>Revenue</b>												
00-2511	Balance Forward	\$ 1,732,618	\$ 875,000			\$ 857,618	\$ 1,732,618	\$ 1,732,618	\$ 875,000			\$ 857,618	\$ 1,732,618
00-4022	Small Water User (Raw Water Sales)	30,000				30,000	30,000	30,000				30,000	30,000
00-4041	Power Administrative Charge	1,750,000	1,750,000				1,750,000	1,750,000	1,750,000				1,750,000
00-4102	Water Administrative Charge	1,900,000				1,900,000	1,900,000	1,900,000				1,900,000	1,900,000
00-4677	Transfers From Funds 4501 & 4502	4,409,192		1,625,156	2,784,036		4,409,192	4,772,489		1,767,240	3,005,249		4,772,489
00-4510	Charges for CREDA Membership	59,347	59,347				59,347	59,347	59,347				59,347
00-4326	Treasurer's Interest	80,202	20,051	20,051	20,051	20,051	80,202	80,202	20,051	20,051	20,051	20,051	80,202
	<b>Total Revenues</b>	<b>\$ 9,961,359</b>	<b>\$ 2,704,398</b>	<b>\$ 1,645,207</b>	<b>\$ 2,804,087</b>	<b>\$ 2,807,669</b>	<b>\$ 9,961,359</b>	<b>\$ 10,324,656</b>	<b>\$ 2,704,398</b>	<b>\$ 1,787,291</b>	<b>\$ 3,025,300</b>	<b>\$ 2,807,669</b>	<b>\$ 10,324,656</b>
	<b>Expenditures</b>												
(01)	Salaries and Benefits	\$ 7,116,506	\$ 1,542,891	\$ 1,530,941	\$ 2,818,703	\$ 1,576,356	\$ 7,468,892	\$ 7,716,706	\$ 1,676,101	\$ 1,650,695	\$ 3,033,743	\$ 1,708,553	\$ 8,069,092
(02)	Out-of State Travel	74,154	29,662	1,854	1,854	40,785	74,154	74,154	29,662	1,854	1,854	40,785	74,154
(03)	In-State Travel	16,796	3,359	3,359	3,359	6,718	16,796	16,796	3,359	3,359	3,359	6,718	16,796
(04)	Operating Expenses	749,416	384,634	11,170	60,615	294,248	749,416	750,416	370,245	30,128	57,253	296,165	750,416
(04)	Contracts Expenses	235,041	45,201	61,788	44,356	86,310	235,041	245,041	47,405	63,773	48,127	88,572	245,041
(04)	NRS 538.226 Statutory Authorization	450,000				450,000	450,000	450,000				450,000	450,000
(04)	Memberships & Registrations	70,321	10,726	10,437	4,949	44,500	70,321	70,321	10,726	10,437	4,949	44,500	70,321
(04)	Special Projects												
(05)	Equipment Purchases	516	194		215	108	516	516	194		215	108	516
(10)	Small Water User (Raw Water Sales)	14,189				14,189	14,189	14,189				14,189	14,189
(26)	Computer Related Expenses	119,747	35,911	5,604	39,279	38,953	119,747	119,747	35,911	5,604	39,279	38,953	119,747
(30)	Training	3,299	727	655	1,244	746	3,299	2,299	507	456	867	520	2,299
(59)	Utilities - Cable/Data	6,488	3,244			3,244	6,488	6,988	3,494			3,494	6,988
(87)	Purchasing Division Assessment	1,391	307	276	525	315	1,391	1,891	417	375	713	428	1,891
(88)	Transfer to State General Fund (cost alloc.)	89,953	19,830	17,851	33,922	20,349	89,953	94,953	20,932	18,843	35,808	21,480	94,953
(89)	Attorney General Charges	424,129	127,239		137,842	159,048	424,129	449,129	134,739		145,967	168,423	449,129
	<b>Total Expenditures</b>	<b>\$ 9,371,946</b>	<b>\$ 2,203,924</b>	<b>\$ 1,643,936</b>	<b>\$ 3,146,862</b>	<b>\$ 2,735,869</b>	<b>\$ 9,724,332</b>	<b>\$ 10,013,146</b>	<b>\$ 2,333,691</b>	<b>\$ 1,785,524</b>	<b>\$ 3,372,133</b>	<b>\$ 2,882,888</b>	<b>\$ 10,365,532</b>

**COLORADO RIVER COMMISSION  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

<b>Group Assignments</b>		<b>Class</b>
<b>Executive</b>		
Eric Witkowski	Executive Director	U4803
Sara (Price)Mason	Senior Assistant Director	U4037
<b>Energy Services Group</b>		
Ken Mayer	Power Supply Manager	U4022
Tom Patmavanu	Power Supply Planner	U9100
Kavitha Sajja	Power Supply Data Mgt. Specialist	U4018
Michael (Mike) Gonzal	Manager of Energy Accounting	U9991
Alena Sheehan	Energy Accountant	U4018
<b>Power Delivery Project Operations Group</b>		
Shae Pelkowski	Assistant Director Engineering & Oper.	U4023
	Power Facilities Manager	Under Recruitment U4024
Walter Shupe	Power Facilities Manager	U4024
Armani Alvarez	Senior Power Facilities Engineer	U4035
Nick (Rudolph) Werbe	Senior Power Facilities Electrician	U4026
Lawrence Yuret	Power Facilities Electrician	U4026
David Rodriguez	Senior Power Facilities Electrician	U4026
Dan Crowther	Power Facilities Communication Tech.	U4025
Vacant (PDP#1)	Power Facilities Electrician	Vacant U4028
Cameron Auhoon	Senior Power Facilities Electrician	U4018
<b>New Position</b>	<b>Senior Power Facilities Electrician</b>	<b>U4018</b>
<b>New Position</b>	<b>Power Facilites Electrician</b>	<b>U4028</b>
<b>Hydropower Program Group</b>		
Gail Bates	Assistant Director Hydropower	U4029
Craig Pyper	Hydropower Program Manager	U4001
Vacant (Hydro-#1)	Assistant Hydroprogram Manager	Vacant U4030
Rebecca Suafoa	Hydropower Program Specialist	U4018
Elissa Emery	Assistant Power Supply Planner	U9101
<b>Natural Resources Group</b>		
Warren Turkett	Division Head Water	U4013
	Environmental Program Manager	Under Recruitment U4020
Danielle Greene	Natural Resource Specialist	U4018
Vacant (NR-#2)	Natural Resources Specialist	Vacant U4018
<b>Finance and Administration</b>		
Doug Beatty	Division Chief Finance & Admin.	U4014
Gail Benton	Senior Accountant	U9989
Stephanie Salleroli	Senior Energy Accountant	U4017
Andrew Weart	Senior Energy Accountant	U4018
Lim (Hyelim) Hong	Senior Energy Accountant	U4017
Kaleb Hall	Assistant Director Energy Info. Systems	U4034
Christopher (Chris) Sn	Infrastructure Systems Coordinator	U4018
John Sagmani	IT Application Specialist	U4021
Gina Goodman	Executive Assistant Manager	U9987
Noah Fischel	Office Manager	U4031
Joshua Cleveland	Administrative Assistant II	Class 2.212
Vacant (Admin II -#1)	Administrative Assistant II	Vacant Class 2.212
	Administrative Assistant IV	Under Recruitment Class 2.210
	Administrative Assistant IV	Under Recruitment Class 2.210
Vacant (Admin #2)	Administrative Assistant II	Vacant Class 2.212
Tamisha Randolph	Administrative Assistant III	Class 2.211

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 01 - Salary & Benefit Costs**

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027												
Cat. 01	Description	F/Y 2024 Est. Actual			Fiscal 2026			Fiscal 2027				
		Salaries	Benefits	Total	Budget Request	Budget Change		Total Budget Request	Budget Request	Budget Change		Total Budget Request
						Increase	Decrease			Increase	Decrease	
	Executive Group	\$ 327,461	\$ 98,238	\$ 425,699	\$ 505,604			\$ 505,604	\$ 540,995			\$ 540,995
	Energy Services Group (ES)	609,570	182,871	792,441	941,281			941,281	1,007,172			1,007,172
	Power Delivery Group (PDP)	1,170,446	351,133	1,521,579	1,854,799			1,854,799	2,012,809			2,012,809
	<b>New Positions:</b>							-				-
	<b>PDG Senior Electrician</b>	144,689	43,407	188,096		\$ 188,096		188,096		\$ 188,096		188,096
	<b>PDG Electrician</b>	126,377	37,913	164,290		\$ 164,290		164,290		\$ 164,290		164,290
	Hydropower Group (Hydro)	591,195	177,359	768,554	931,373			931,373	1,007,553			1,007,553
	Natural Resources Group (NRG)	462,764	138,830	601,594	740,261			740,261	801,346			801,346
	Administrative Group	1,310,050	393,015	1,703,065	2,143,188			2,143,188	2,346,831			2,346,831
								-				-
		\$ 4,742,552	\$ 1,422,766	\$ 6,165,318	\$ 7,116,506	\$ 352,386	\$ -	\$ 7,468,892	\$ 7,716,706	\$ 352,386	\$ -	\$ 8,069,092

7% COLA increases are anticipated in the budget. Merit Increases for those employees eligible are estimated at 5% per year.  
Requested increase to PDP group pursuant to upgrade in electrician position.

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 01 - Salary & Benefit Costs**

ALLOCATIONS													
Cat. 01		F/Y 2026						F/Y 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
	Executive Group	\$ 505,604	\$ 64,792	\$ 64,792	\$ 64,792	\$ 311,227	\$ 505,604	\$ 540,995	\$ 69,328	\$ 69,328	\$ 69,328	\$ 333,012	\$ 540,995
	Energy Services Group (ES)	941,281		941,281			941,281	\$ 1,007,172		1,007,172			1,007,172
	Power Delivery Group (PDP)	1,854,799			1,854,799		1,854,799	\$ 2,012,809			2,012,809		2,012,809
	<i>New Positions:</i>												
	<i>PDG Senior Electrician</i>				188,096		188,096				188,096		188,096
	<i>PDG Electrician</i>				164,290		164,290				164,290		164,290
	Hydropower Group (Hydro)	931,373	931,373				931,373	\$ 1,007,553	1,007,553				1,007,553
	Natural Resources Group (NRG)	740,261				740,261	740,261	\$ 801,346				801,346	801,346
	Administrative Group	2,143,188	546,726	524,868	546,726	524,868	2,143,188	\$ 2,346,831	599,221	574,195	599,221	574,195	2,346,831
	<b>Total Category 26</b>	<b>\$ 7,116,506</b>	<b>\$ 1,542,891</b>	<b>\$ 1,530,941</b>	<b>\$ 2,818,703</b>	<b>\$ 1,576,356</b>	<b>\$ 7,468,892</b>	<b>\$ 7,716,706</b>	<b>\$ 1,676,101</b>	<b>\$ 1,650,695</b>	<b>\$ 3,033,743</b>	<b>\$ 1,708,553</b>	<b>\$ 8,069,092</b>

Salary Allocations based on time sheet reporting. Percentage applied to salary costs are at the individual salary and benefit level.

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs**

<b>BUDGET REQUEST FOR FISCAL YEAR 2026 &amp; 2027</b>											
Cat. 02	Out-Of-State Travel Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
02-6100	Per Diem Out-of -State	\$ 35,390	\$ 25,602	\$ 25,602			\$ 25,602	\$ 25,602			\$ 25,602
02-6130	Public Transportation Out-of-State	4,884	6,056	6,056			6,056	6,056			6,056
02-6140	Personal Vehicle Out-of-State	2,369	3,106	3,106			3,106	3,106			3,106
02-6150	Common Air Transportation Out-of-State	22,224	39,390	39,390			39,390	39,390			39,390
	<b>Total Out-of-State Travel - Category 02</b>	<b>\$ 64,867</b>	<b>\$ 74,154</b>	<b>\$ 74,154</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,154</b>	<b>\$ 74,154</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 74,154</b>

Cat. 03	In-State Travel Description	F/Y 2016 Est. Actual	Lesiglative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
03-6200	Per Diem In-State	\$ 1,757	\$ 5,106	\$ 5,106			\$ 5,106	\$ 5,106			\$ 5,106
03-6210	Motor Pool Rental	62	547	547			547	547			547
03-6230	Public Transportation In-State	24	583	583			583	583			583
03-6240	Personal Vehicle In-State	338	1,326	1,326			1,326	1,326			1,326
03-6250	Common Air Transportation In -State	2,287	9,234	9,234			9,234	9,234			9,234
	<b>Total In-State Travel - Category 03</b>	<b>\$ 4,469</b>	<b>\$ 16,796</b>	<b>\$ 16,796</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,796</b>	<b>\$ 16,796</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 16,796</b>

**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**  
**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**  
**Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs**

**FIVE YEAR COMPARISON TO BUDGET**

Cat. 02	Out-Of-State Travel Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
02-6100	Per Diem Out-of -State	\$ 25,602	\$ 21,881	\$ 22,685	\$ 22,963	\$ 14,954	\$ 640	\$ 6,539	\$ 24,723	\$ 35,390	\$ 25,704 <sup>(1)</sup>	\$ 25,602	\$ 25,602
02-6130	Public Transportation Out-of-State	6,056	4,134	4,536	4,378	3,045	116	855	3,497	4,884	4,798	6,056	6,056
02-6140	Personal Vehicle Out-of-State	3,106	1,927	2,636	1,619	1,656	65	398	1,778	2,369	2,331	3,106	3,106
02-6150	Common Air Transportation Out-of-State	39,390	23,977	27,032	22,565	16,650	-	7,047	9,597	22,224	27,038	39,390	39,390
	<b>Total Out-of-State Travel - Category 02</b>	<b>\$ 74,154</b>	<b>\$ 51,919</b>	<b>\$ 56,889</b>	<b>\$ 51,525</b>	<b>\$ 36,305</b>	<b>\$ 821</b>	<b>\$ 14,839</b>	<b>\$ 39,595</b>	<b>\$ 64,867</b>	<b>\$ 59,871</b>	<b>\$ 74,154</b>	<b>\$ 74,154</b>

Cat. 03	In-State Travel Description	F/Y 2012 Actual	F/Y 2013 Actual	F/Y 2014 Actual	F/Y 2015 Actual	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Avg (even)	5 Year Avg (Odd)	F/Y 2018 Budget	F/Y 2019 Budget
03-6200	Per Diem In-State	\$ 1,158	\$ 6,823	\$ 1,294	\$ 4,866	\$ 2,839	\$ 4,524	\$ 3,056	\$ 3,241	\$ 984		\$ 782	\$ 91	\$ 1,757 <sup>(2)</sup>	\$ 2,021	\$ 3,909 <sup>(3)</sup>	\$ 5,106	\$ 5,106
03-6210	Motor Pool Rental	187	813	345	543	442	505	535	283	136		76		62	314	429	547	547
03-6230	Public Transportation In-State	171	410	604	1,298	839	301	335	395			76		24	395	481	583	583
03-6240	Personal Vehicle In-State	903	1,652	505	1,200	858	801	710	790	379		212	305	338	663	950	1,326	1,326
03-6250	Common Air Transportation In -State	2,327	9,261	3,796	12,381	7,917	10,967	4,849	4,207	1,010		17	691	2,287	4,235	7,501	9,234	9,234
	<b>Total In-State Travel - Category 03</b>	<b>\$ 4,746</b>	<b>\$ 18,959</b>	<b>\$ 6,544</b>	<b>\$ 20,288</b>	<b>\$ 12,895</b>	<b>\$ 17,098</b>	<b>\$ 9,485</b>	<b>\$ 8,916</b>	<b>\$ 2,509</b>	<b>\$ -</b>	<b>\$ 1,163</b>	<b>\$ 1,087</b>	<b>\$ 4,469</b>	<b>\$ 7,628</b>	<b>\$ 13,270</b>	<b>\$ 16,796</b>	<b>\$ 16,796</b>

(1) - Five year average for out-of-state travel includes years 2016, 2017,2018, 2019, 2024.

(2) - Five year average for in-state travel for even numbered years includes 2012,2014,2016,2018,2024

(3) - Five year average for in-state travel for odd numbered years includes 2013,2015,2017,2019,2023.

Inflate by 10%: 8,391 14,597

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs**

**ALLOCATIONS**

Cat. 02	Out-Of-State Travel Description	FY 2026						FY 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
02-6100	Per Diem Out-of -State	\$ 25,602	\$ 10,241	\$ 640	\$ 640	\$ 14,081	\$ 25,602	\$ 25,602	\$ 10,241	\$ 640	\$ 640	\$ 14,081	\$ 25,602
02-6130	Public Transportation Out-of-State	6,056	2,422	151	151	3,331	6,056	6,056	2,422	151	151	3,331	6,056
02-6140	Personal Vehicle Out-of-State	3,106	1,242	78	78	1,708	3,106	3,106	1,242	78	78	1,708	3,106
02-6150	Common Air Transportation Out-of-State	39,390	15,756	985	985	21,665	39,390	39,390	15,756	985	985	21,665	39,390
	Total Out-of-State Travel - Category 02	74,154	29,662	1,854	1,854	40,785	74,154	74,154	29,662	1,854	1,854	40,785	74,154

Cat. 03	In-State Travel Description	FY 2026						FY 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
03-6200	Per Diem In-State	\$ 5,106	\$ 1,021	\$ 1,021	\$ 1,021	\$ 2,042	\$ 5,106	\$ 5,106	\$ 1,021	\$ 1,021	\$ 1,021	\$ 2,042	\$ 5,106
03-6210	Motor Pool Rental	547	109	109	109	219	547	547	109	109	109	219	547
03-6230	Public Transportation In-State	583	117	117	117	233	583	583	117	117	117	233	583
03-6240	Personal Vehicle In-State	1,326	265	265	265	530	1,326	1,326	265	265	265	530	1,326
03-6250	Common Air Transportation In -State	9,234	1,847	1,847	1,847	3,694	9,234	9,234	1,847	1,847	1,847	3,694	9,234
	Total In-State Travel - Category 03	\$ 16,796	\$ 3,359	\$ 3,359	\$ 3,359	\$ 6,718	\$ 16,796	\$ 16,796	\$ 3,359	\$ 3,359	\$ 3,359	\$ 6,718	\$ 16,796

Allocation Percentages based on estimated average percentage	40.00%	2.50%	2.50%	55.00%	100.00%
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Allocation Percentages based on estimated average percentage	20.00%	20.00%	20.00%	40.00%	100.00%
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**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**

**Category 04 - Operating Costs**

BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027											
Cat. 04	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
04-6211	Motor Pool Monthly Charges	\$ -		\$ -			\$ -	\$ -			\$ -
04-7020	Operating Supplies	8,692	7,375	7,375			7,375	7,375			7,375
04-7030	Freight Charges	639	1,254	1,254			1,254	1,254			1,254
04-7040	Non-State Printing Charges	2,256	165	165			165	165			165
04-7045	State Printing Charges	141	259	259			259	259			259
04-7050	Employee Bond Insurance	122	112	112			112	112			112
04-7051	Property & Content Insurance	4,164	4,164	4,164			4,164	4,164			4,164
04-7052	Vehicle Comp & Collision	520	520	520			520	520			520
04-7054	AG Tort Claim Assessment	4,889	4,890	4,890			4,890	4,890			4,890
04-7059	Vehicle Liability Insurance	1,026	1,028	1,028			1,028	1,028			1,028
04-7080	Legal and Court	-		-			-	-			-
04-7073	Software License	3,950		-	5,000		5,000	-	5,000		5,000
04-7100	State Owner Building Rent (Move to Molasky)	123,640	123,640	123,640	\$ 400,000		523,640	123,640	\$ 400,000		523,640
04-7111	Other Non-State Facilities Rent (offsite storage)	1,297	-	-			-	-			-
04-7120	Advertising and Public Relations	4,560	189	189			189	189			189
04-7151	Maintenance of Vehicles	1,947	1,002	1,002	1,000		2,002	1,002	1,500		2,502
04-7153	Gasoline	1,419	539	539	3,000		3,539	539	3,500		4,039
04-7156/7	Vehicle Repair, Parts and Supplies	-		-			-	-			-
04-7240	Host Fund Expense and Prizes	152	562	562			562	562			562
04-7285	Postage	3,992	3,381	3,381			3,381	3,381			3,381
04-7289	EITS Phone Line	5,038	9,404	9,404			9,404	9,404			9,404
04-7290	Phone, Fax, Communication Line	-	1,291	1,291			1,291	1,291			1,291
04-7291	Cell Phone	9,555	10,218	10,218			10,218	10,218			10,218
04-7296	EITS Long Distance Charges	-	132	132			132	132			132
04-7301	Membership Dues	48,929	54,229	54,229			54,229	54,229			54,229
04-7302	Registration Fees	19,763	16,162	16,162			16,162	16,162			16,162
04-7320	Instructional Supplies	-	3,093	3,093			3,093	3,093			3,093
04-7370	Publications & Periodicals	6,300	3,759	3,759	3,000		6,759	3,759	3,000		6,759
04-7430	Professional Services	4,452	760	760			760	760			760
04-738X	Employee Moving Expenses	-		-			-	-			-
04-7630	Misc. Goods & Materials	1,140		-	3,000		3,000	-	3,000		3,000
04-7635	Misc. Services	640	323	323			323	323			323
04-7980	Operating Lease Payments (copier etc)	5,093	6,008	6,008			6,008	6,008			6,008
04-7771	Computer Misc.	13,425		-	5,000		5,000	-	5,000		5,000
04-9498	CREDA passthrough charges	68,966	54,957	54,957	20,000		74,957	54,957	20,000		74,957
	<b>TOTAL OPERATING CATEGORY - 04</b>	<b>\$ 346,709</b>	<b>\$ 309,416</b>	<b>\$ 309,416</b>	<b>\$ 440,000</b>	<b>\$ -</b>	<b>\$ 749,416</b>	<b>\$ 309,416</b>	<b>\$ 441,000</b>	<b>\$ -</b>	<b>\$ 750,416</b>

Building rent increased to accommodate potential move from Sawyer Building if required by State Public Works Department.  
 Gasoline increased to highest recorded year (FY 2016) increased by 50%. See page "Operating 5a".

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 04 - Operating Costs**

FIVE YEAR COMPARISON TO BUDGET													
Cat. 04	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
04-6211	Motor Pool Monthly Charges	\$ 2,920	\$ 5,557	\$ 4,607	\$ 4,202					\$ -	\$ -	\$ -	\$ -
04-7020	Operating Supplies	\$ 12,752	\$ 9,717	\$ 12,201	\$ 10,993	\$ 7,375	\$ 12,169	\$ 8,492	\$ 7,886	8,692	8,923	7,375	7,375
04-7030	Freight Charges	861	739	929	1,407	445	720	1,254	612	639	734	1,254	1,254
04-7040	Non-State Printing Charges	7,156	5,543	5,447	4,350	2,129	1,067	165	2,210	2,256	1,565	165	165
04-7045	State Printing Charges	183	702	641	614	175	32	259	564	141	234	259	259
04-7050	Employee Bond Insurance	51	47	62	62	151	124	122	122	122	128	112	112
04-7051	Property & Content Insurance	1,589	1,589	1,547	1,547	1,929	1,912	2,055	2,055	4,164	2,423	4,164	4,164
04-7052	Vehicle Comp & Collision	276	259	165	250	580	435	413	310	520	452	520	520
04-7054	AG Tort Claim Assessment	4,974	4,974	4,041	3,980	3,511	3,505	3,587	3,582	4,889	3,815	4,890	4,890
04-7059	Vehicle Liability Insurance		722	730	1,047	637	578	673	584	1,026	700	1,028	1,028
04-7080	Legal and Court		756	380	972	119					24	-	-
04-7073	Software License						3,650	3,650	3,950	3,950	3,040	5,000	5,000
04-7100	State Owner Building Rent (Move to Molasky)	125,876	131,006	128,638	137,319	105,653	144,422	126,402	129,033	123,640	125,830	523,640	523,640
04-7111	Other Non-State Facilities Rent (offsite storage)	2,483	4,674	4,635	2,986	900		1,000	973	1,297	834	-	-
04-7120	Advertising and Public Relations	2,586	4,934	6,052	7,091	1,590	1,205	182		4,560	1,507	189	189
04-7151	Maintenance of Vehicles	1,577	1,574	980	1,490	881	178	1,002	99	1,947	821	2,002	2,502
04-7153	Gasoline	1,597	721	823	607	1,114	126	540	1,224	1,419	885	3,539	4,039
04-7156/7	Vehicle Repair, Parts and Supplies	719	839	1,015								-	-
04-7240	Host Fund Expense and Prizes	4,507	3,034	2,765	1,559	1,093		562		152	361	562	562
04-7285	Postage	5,077	1,156	2,615	2,509	3,093	3,046	2,871	3,075	3,992	3,215	3,381	3,381
04-7289	EITS Phone Line	4,233	1,095	3,992	3,616	3,718	3,379	3,222	2,358	5,038	3,543	9,404	9,404
04-7290	Phone, Fax, Communication Line	5,570	5,392	1,024	385	1,007	1,449	1,291	61		762	1,291	1,291
04-7291	Cell Phone	8,562	10,227	9,501	10,178	10,664	9,269	10,218	8,939	9,555	9,729	10,218	10,218
04-7296	EITS Long Distance Charges	474	711	821	1,057	1,074	47	132	1,293		509	132	132
04-7301	Membership Dues	55,805	48,248	51,269	38,124	72,719	31,640	48,078	45,845	48,929	49,442	54,229	54,229
04-7302	Registration Fees	18,871	20,568	18,042	18,600	15,977	7,847	25,523	15,920	19,763	17,006	16,162	16,162
04-7320	Instructional Supplies	912	871	750	928	850	400				250	3,093	3,093
04-7370	Publications & Periodicals	15,075	9,382	8,709	16,646	10,186	4,982	6,068	6,265	6,300	6,760	6,759	6,759
04-7430	Professional Services	4,193	25,071	644						4,452	890	760	760
04-738X	Employee Moving Expenses	7,251										-	-
04-7630	Misc. Goods & Materials	378	3,588	1,374	928	468	1,833	148	2,141	1,140	1,146	3,000	3,000
04-7635	Misc. Services	774	969	983	565	285	267	323	651	640	433	323	323
04-7980	Operating Lease Payments (copier etc)	6,461	6,622	7,421	4,588	4,273	4,527	6,008	4,690	5,093	4,918	6,008	6,008
04-7771	Computer Misc.	150	6,774	1,617	1,450			1,218	1,575	13,425	3,244	5,000	5,000
04-9498	CREDA passthrough charges	55,465	55,485	59,347	61,251	67,385	66,463	54,957	61,004	68,966	63,755	74,957	74,957
	<b>TOTAL OPERATING CATEGORY - 04</b>	<b>\$ 359,358</b>	<b>\$ 373,546</b>	<b>\$ 343,767</b>	<b>\$ 341,301</b>	<b>\$ 319,981</b>	<b>\$ 305,272</b>	<b>\$ 310,415</b>	<b>\$ 307,021</b>	<b>\$ 346,709</b>	<b>\$ 317,880</b>	<b>\$ 749,416</b>	<b>\$ 750,416</b>

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 04 - Operating Costs**

ALLOCATIONS													
Cat. 04		F/Y 2026						F/Y 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
04-6211	Motor Pool Monthly Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04-7020	Operating Supplies	7,375	1,626	1,464	2,781	1,668	7,539	7,375	1,626	1,464	2,781	1,668	7,539
04-7030	Freight Charges	1,254	276	249	473	284	1,282	1,254	276	249	473	284	1,282
04-7040	Non-State Printing Charges	165	36	33	62	37	169	165	36	33	62	37	169
04-7045	State Printing Charges	259	57	51	98	59	265	259	57	51	98	59	265
04-7050	Employee Bond Insurance	112	25	22	42	25	114	112	25	22	42	25	114
04-7051	Property & Content Insurance	4,164	918	826	1,570	942	4,257	4,164	918	826	1,570	942	4,257
04-7052	Vehicle Comp & Collision	520	115	103	196	118	532	520	115	103	196	118	532
04-7054	AG Tort Claim Assessment	4,890	1,078	970	1,844	1,106	4,999	4,890	1,078	970	1,844	1,106	4,999
04-7059	Vehicle Liability Insurance	1,028	227	204	388	233	1,051	1,028	227	204	388	233	1,051
04-7080	Legal and Court												
04-7073	Software License	5,000	1,102	992	1,886	1,131	5,111	5,000	1,102	992	1,886	1,131	5,111
04-7100	State Owner Building Rent (Move to Molasky)	523,640	261,820			261,820	523,640	523,640	261,820			261,820	523,640
04-7111	Other Non-State Facilities Rent (offsite storage)												
04-7120	Advertising and Public Relations	189	42	38	71	43	193	189	42	38	71	43	193
04-7151	Maintenance of Vehicles	2,002	441	397	755	453	2,046	2,502	552	497	944	566	2,558
04-7153	Gasoline	3,539	780	702	1,335	801	3,618	4,039	890	802	1,523	914	4,129
04-7156/7	Vehicle Repair, Parts and Supplies												
04-7240	Host Fund Expense and Prizes	562	124	112	212	127	574	562	124	112	212	127	574
04-7285	Postage	3,381	745	671	1,275	765	3,456	3,381	745	671	1,275	765	3,456
04-7289	EITS Phone Line	9,404	3,527		3,918	1,959	9,404	9,404	2,073	1,866	3,546	2,127	9,613
04-7290	Phone, Fax, Communication Line	1,291	484		538	269	1,291	1,291	285	256	487	292	1,320
04-7291	Cell Phone	10,218	3,832		4,258	2,129	10,218	10,218	2,253	2,028	3,853	2,312	10,445
04-7296	EITS Long Distance Charges	132	50		55	28	132	132	29	26	50	30	135
04-7301	Membership Dues	54,229	20,336		22,595	11,298	54,229	54,229	11,954	10,761	20,450	12,268	55,434
04-7302	Registration Fees	16,162	6,061		6,734	3,367	16,162	16,162	3,563	3,207	6,095	3,656	16,521
04-7320	Instructional Supplies	3,093	1,160		1,289	644	3,093	3,093	682	614	1,166	700	3,162
04-7370	Publications & Periodicals	6,759	1,490	1,341	2,549	1,529	6,909	6,759	1,490	1,341	2,549	1,529	6,909
04-7430	Professional Services	760	168	151	287	172	777	760	168	151	287	172	777
04-738X	Employee Moving Expenses												
04-7630	Misc. Goods & Materials	3,000	661	595	1,131	679	3,067	3,000	661	595	1,131	679	3,067
04-7635	Misc. Services	323	71	64	122	73	330	323	71	64	122	73	330
04-7980	Operating Lease Payments (copier etc)	6,008	1,324	1,192	2,266	1,359	6,142	6,008	1,324	1,192	2,266	1,359	6,142
04-7771	Computer Misc.	5,000	1,102	992	1,886	1,131	5,111	5,000	1,102	992	1,886	1,131	5,111
04-9498	CREDA passthrough charges	74,957	74,957				74,957	74,957	74,957				74,957
	<b>TOTAL OPERATING CATEGORY - 04</b>	<b>\$ 749,416</b>	<b>\$ 384,634</b>	<b>\$ 11,170</b>	<b>\$ 60,615</b>	<b>\$ 294,248</b>	<b>\$ 750,667</b>	<b>\$ 750,416</b>	<b>\$ 370,245</b>	<b>\$ 30,128</b>	<b>\$ 57,253</b>	<b>\$ 296,165</b>	<b>\$ 753,790</b>
	Direct Labor Hours		22.04%	19.84%	37.71%	22.62%	102.22%						
	Assigned Group Allocation GSB Personnel		37.50%		41.67%	20.83%	100.00%						
	Building Allocation		50%			50%	100.00%						

**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**

**Category 04 - Contracts**

<b>BUDGET REQUEST FOR FISCAL YEAR 2026 &amp; 2027</b>											
Cat. 04	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
7060	<b>Contract Services (Board of Examiners)</b>										
	<b>Legal Contracts</b>										
	Duncan Weinberg Genzer	-									
	March Counsel LLC	3,368	7,719	\$ 7,719			\$ 7,719	\$ 7,719			\$ 7,719
	Garman Turner	26,532	5,000	5,000	\$ 30,000		35,000	5,000	30,000		35,000
	Stinson Leonard Street	-		-			-	-			-
	<b>Administrative Contracts</b>										
	Audit Contract	\$ 80,000	51,561	51,561	50,000		101,561	51,561	60,000		111,561
	Caseware ACFR Software	\$ 9,980	9,971	9,971			9,971	9,971			9,971
	Martha Ford	\$ 2,000	6,088	6,088			6,088	6,088			6,088
	Gray Consulting	\$ -		-			-	-			-
	<b>Hydropower Contracts</b>										
	Electric Resources Strategies (Charlie Reinhold)	-		-			-	-			-
	Holley Driggs / Anderson Beede	27,679		-			-	-			-
	LCPDS LLC. (replacing Exeter Associates)	-		-			-	-			-
	Fairchild Consulting	-		-			-	-			-
	<b>Water Contracts</b>										
	Sara Price	-		-			-	-			-
	Metropolitan Water District		1,040	1,040			1,040	1,040			1,040
	Fenemore Craig	-	13,662	13,662			13,662	13,662			13,662
	<b>Other Contracts</b>										
	Marcus Faust PC	60,000	60,000	60,000			60,000	60,000			60,000
	<b>Research and Development Contracts</b>										
	<i>Consultation contracts authorized under NRS 538.226:</i>										
	538.226 1(b) Water negotiations consultation		200,000	200,000			200,000	200,000			200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.		250,000	250,000			250,000	250,000			250,000
	<b>Total Contract Costs</b>	\$ 209,559	\$ 605,041	\$ 605,041	\$ 80,000	\$ -	\$ 685,041	\$ 605,041	\$ 90,000	\$ -	\$ 695,041
7061	<b>Contract Services (Other)</b>										

**COLORADO RIVER COMMISSION  
FUND 4490**

**COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 04 - Contracts**

FIVE YEAR COMPARISON TO BUDGET													
Cat. 04	Description	F/Y 2016 Costs	F/Y 2017 Costs	F/Y 2018 Costs	F/Y 2019 Costs	F/Y 2020 Costs	F/Y 2021 Costs	F/Y 2022 Costs	F/Y 2023 Costs	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
<b>7060</b>	<b>Contract Services (Board of Examiners)</b>												
	<b>Legal Contracts</b>												
	Duncan Weinberg Genzer		\$ 16,350	\$ 1,044						-	\$ -		
	March Counsel LLC		2,890	2,720	170		2,848		5,273	3,368	2,298	\$ 7,719	\$ 7,719
	Garman Turner									26,532	5,306	35,000	35,000
	Stinson Leonard Street	\$ 3,380	4,896					4,466		-	893		
	<b>Administrative Contracts</b>												
	Audit Contract	45,320	45,320	44,325	47,325	48,270	49,800	49,000	71,000	80,000	59,614	101,561	111,561
	Caseware ACFR Software						9,200	9,971	9,971	9,980	7,824	9,971	9,971
	Martha Ford						42,412	6,088	2,125	2,000	10,525	6,088	6,088
	Gray Consulting				65,073	5,500				-	1,100		
	<b>Hydropower Contracts</b>												
	Electric Resources Strategies (Charlie Reinhold)	2,550	3,591	6,893						-	-		
	Holley Driggs / Anderson Beede								44,705	27,679	14,477		
	LCPDS LLC. (replacing Exeter Associates)	37,388	9,836		3,803					-	-		
	Fairchild Consulting	78,442	32,443	7,980						-	-		
	<b>Water Contracts</b>												
	Sara Price	103,030	51,507	30,188	44,297	46,584				-	9,317		
	Metropolitan Water District							1,040	697		347	1,040	1,040
	Fenemore Craig	15,197	53,796	2,570	5,767	15,249	10,825	13,662	55,824	-	19,112	13,662	13,662
	<b>Other Contracts</b>												
	Marcus Faust PC	60,000	60,000	55,000	60,000	60,000	60,000	60,000	60,000	60,000	107,000	60,000	60,000
	<b>Research and Development Contracts</b> <i>Consultation contracts authorized under NRS 538.226:</i>												
	538.226 1(b) Water negotiations consultation											200,000	200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.											250,000	250,000
	<b>Total Contract Costs</b>	\$ 345,307	\$ 280,629	\$ 150,720	\$ 226,435	\$ 175,603	\$ 175,085	\$ 144,227	\$ 249,595	\$ 209,559	\$ 237,814	\$ 685,041	\$ 695,041
	<b>Contract Services (Other)</b>												

COLORADO RIVER COMMISSION

**FUND 4490**

COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027

Category 04 - Contracts

**BUDGET WORKSHEET**

ALLOCATIONS														
Cat. 04	Description		F/Y 2026					F/Y 2027						
			Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
7060	<b>Contract Services (Board of Examiners)</b>													
	<b>Legal Contracts</b>													
	Duncan Weinberg Genzer	Hydro 75% ES 25%	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -			\$ -
	March Counsel LLC	Hydro 10% ES 90%	7,719	772	6,947			7,719	7,719	772	6,947			7,719
	Garman Turner	Hydro 10% ES 90%	35,000	3,500	31,500			35,000	35,000	3,500	31,500			35,000
	Stinson Leonard Street	Hydro 10% ES 90%	-	-	-			-	-	-	-			-
	<b>Administrative Contracts</b>													
	Audit Contract		101,561	22,389	20,154	38,300	22,975	103,818	111,561	24,593	22,139	42,071	25,238	114,040
	Caseware ACFR Software		9,971	2,198	1,979	3,760	2,256	10,193	9,971	2,198	1,979	3,760	2,256	10,193
	Martha Ford		6,088	1,342	1,208	2,296	1,377	6,223	6,088	1,342	1,208	2,296	1,377	6,223
	Gray Consulting		-	-	-	-	-	-	-	-	-	-	-	-
	<b>Hydropower Contracts</b>													
	Electric Resources Strategies (Charlie Reinhold)	Hydro 100%	-	-	-			-	-	-	-			-
	Holley Driggs / Anderson Beede	Hydro 100%	-	-	-			-	-	-	-			-
	LCPDS LLC. (replacing Exeter Associates)	Hydro 50% ES 50%	-	-	-			-	-	-	-			-
	Fairchild Consulting	Hydro 100%	-	-	-			-	-	-	-			-
	<b>Water Contracts</b>													
	Sara Price	NRG 100%	-					-	-					-
	Fenemore Craig	NRG 100%	1,040					1,040	1,040					1,040
	Other Contracts	NRG 100%	13,662					13,662	13,662					13,662
	<b>Other Contracts</b>													
	Marcus Faust PC	NRG 75% Hydro 25%	60,000	15,000				45,000	60,000	15,000				45,000
	<b>Research and Development Contracts</b>													
	<i>Consultation contracts authorized under NRS 538.226:</i>													
	538.226 1(b) Water negotiations consultation		200,000					200,000	200,000					200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.		250,000					250,000	250,000					250,000
	<b>Total Contract Costs</b>		\$ 685,041	\$ 45,201	\$ 61,788	\$ 44,356	\$ 536,310	\$ 687,655	\$ 695,041	\$ 47,405	\$ 63,773	\$ 48,127	\$ 538,572	\$ 697,877
	<b>Contract Services (Other)</b>													

Allocation:	Direct Assignment													
	Direct Labor Hours								22.04%	19.84%	37.71%	22.62%	102.22%	

**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**

Category 05 - Equipment

<b>BUDGET REQUEST FOR FISCAL YEAR 2026 &amp; 2027</b>											
Cat. 05	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
8310	<b>Automobiles - Replacement</b>										
	Automobile Replacement		\$ -				\$ -	\$ -			\$ -
8330	<b>Office and Other Equipment</b>										
											-
											-
	Misc. Office Equipment	5,000	516	516			516	516			516
	Telephone System Equipment							-			-
	Cubicle Reconfiguration	7,000						-			-
								-			-
								-			-
<b>Total Category 05</b>		\$ 12,000	\$ 516	\$ 516	\$ -	\$ -	\$ 516	\$ 516	\$ -	\$ -	\$ 516



**COLORADO RIVER COMMISSION**  
**FUND 4490**  
**COLORADO RIVER COMMISSION FUND**

Category 05 - Equipment

FIVE YEAR COMPARISON TO BUDGET													
Cat. 05	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
8310	Automobiles - Replacement												
	Automobile Replacement			\$ 22,716			\$ 28,059			\$ -	\$ 5,612	\$ -	\$ -
8330	Office and Other Equipment												
	Misc. Office Equipment	\$ 2,445			\$ 2,156					5,000	1,000	516	516
	Telephone System Equipment												
	Cubicle Reconfiguration		\$ 7,686							7,000	1,400		
		\$ 2,445	\$ 7,686	\$ 22,716	\$ 2,156	\$ -	\$ 28,059	\$ -	\$ -	\$ 12,000	\$ 8,012	\$ 516	\$ 516

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 05 - Equipment**

ALLOCATIONS													
Cat. 05	Description	Fiscal 2026						Fiscal 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
8310	<b>Automobiles - Replacement</b>												
	Automobile Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8330	<b>Office and Other Equipment</b>												
	Misc. Office Equipment	516	194		215	108	516	516	194		215	108	516
	Telephone System Equipment												-
	Cubicle Reconfiguration												-
	<b>Total Category 05</b>	<b>\$ 516</b>	<b>\$ 194</b>	<b>\$ -</b>	<b>\$ 215</b>	<b>\$ 108</b>	<b>\$ 516</b>	<b>\$ 516</b>	<b>\$ 194</b>	<b>\$ -</b>	<b>\$ 215</b>	<b>\$ 108</b>	<b>\$ 516</b>

Assigned Group Allocation GSB Personnel	37.50%	41.67%	20.83%	100.00%
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**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**Category 26 - Information Technology Costs**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Cat. 26	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
7291	Operating Supplies	\$ 1,262	\$ 250	\$ 250			\$ 250	\$ 250			\$ 250
7370	Software Licenses	4,563	\$ 18,913	18,913			18,913	18,913			18,913
7460	Small Computer Equipment						-				-
7532	EITS Web Hosting	1,283					-				-
7533	EITS Email Service						-				-
7542	EITS Silvernet Access	6,838	6,838	6,838			6,838	6,838			6,838
7545	EITS Productivity Suite	10,518					-				-
7554	EITS Infrastructure Assessment	12,955	12,927	12,927			12,927	12,927			12,927
7556	EITS Security Assessment	4,551					-				-
7630	Misc. Goods & Materials						-				-
7771	Computer Software		4,544	4,544			4,544	4,544			4,544
8370	Computer Hardware	52,366	76,275	76,275			76,275	76,275			76,275
<b>Total Category 26</b>		<b>\$ 94,335</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 119,747</b>

Computer related charges and assessments are based on State assessment schedules.

Fiscal 2024 computer software increased for Windows 11 upgrade as requested by EITS. F/Y 2025 hardware increased for routine scheduled computer replacements in accordance with EITS schedules, total budget for F/Y2025 comparable with F/Y2020, last equipment replacement year.

**COLORADO RIVER COMMISSION  
FUND 4490**

**COLORADO RIVER COMMISSION FUND  
BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027  
Category 26 - Information Technology Costs**

FIVE YEAR COMPARISON TO BUDGET													
Cat. 26	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
7020	Operating Supplies	\$ 622	\$ 100			\$ 338	\$ 124	\$ 250	\$ 4,637	\$ 1,262	\$ 1,322	\$ 250	\$ 250
7073	Software Licenses						385	982	1,665	4,563	1,519	18,913	18,913
7460	Small Computer Equipment	\$ 159					186				37		
7532	EITS Web Hosting	2,341	2,889	673	786	1,522		138	953	1,283	779		
7533	EITS Email Service	1,608	1,815	6,804	6,960								
7542	EITS Silvernet Access			6,967	6,967	6,384	6,384	16,824	16,824	6,838	10,651	6,838	6,838
7547	EITS Productivity Suite					16,871	16,084	16,879	15,311	10,518	15,133		
7554	EITS Infrastructure Assessment	6,383	6,652	8,030	8,674	11,369	11,340	13,269	13,215	12,955	12,430	12,927	12,927
7556	EITS Security Assessment	4,189	4,582	3,874	5,276	4,763	4,751	4,008	3,956	4,551	4,406		
7630	Misc. Goods & Materials	26	2,550										
7770	Computer Software	1,380	331	4,273	7,453	5,762	9,647	8,200	4,080		5,538	4,544	4,544
8370	Computer Hardware	15,304	27,688	11,368	14,367	83,348	57,717	38,528	31,565	52,366	52,705	76,275	76,275
<b>Total Category 26 Expenditures</b>		<b>\$ 32,012</b>	<b>\$ 46,607</b>	<b>\$ 41,989</b>	<b>\$ 50,483</b>	<b>\$ 130,357</b>	<b>\$ 106,618</b>	<b>\$ 99,078</b>	<b>\$ 92,206</b>	<b>\$ 94,335</b>	<b>\$ 104,519</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**Category 26 - Information Technology Costs**

ALLOCATIONS													
Cat. 26		Fiscal 2026						Fiscal 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
7291	Operating Supplies	\$ 250	\$ 70	\$ 70	\$ 70	\$ 40	\$ 250	\$ 250	\$ 70	\$ 70	\$ 70	\$ 40	\$ 250
7370	Software Licenses	18,913				18,913	18,913	18,913				18,913	18,913
7460	Small Computer Equipment												
7532	EITS Web Hosting												
7533	EITS Email Service												
7542	EITS Silvernet Access	6,838	1,915	1,915	1,915	1,094	6,838	6,838	1,915	1,915	1,915	1,094	6,838
7545	EITS Productivity Suite												
7554	EITS Infrastructure Assessment	12,927	3,620	3,620	3,620	2,068	12,927	12,927	3,620	3,620	3,620	2,068	12,927
7556	EITS Security Assessment												
7630	Misc. Goods & Materials												
7771	Computer Software	4,544	1,704		1,893	947	4,544	4,544	1,704		1,893	947	4,544
8370	Computer Hardware	76,275	28,603		31,781	15,891	76,275	76,275	28,603		31,781	15,891	76,275
<b>Total Category 26</b>		<b>#####</b>	<b>\$ 35,911</b>	<b>\$ 5,604</b>	<b>\$ 39,279</b>	<b>\$ 38,953</b>	<b>\$ 119,747</b>	<b>\$ 119,747</b>	<b>\$ 35,911</b>	<b>\$ 5,604</b>	<b>\$ 39,279</b>	<b>\$ 38,953</b>	<b>\$ 119,747</b>

Assigned Group Allocation	28.00%	28.00%	28.00%	16.00%	100.00%
Assigned Group Allocation GSB Personnel	37.50%		41.67%	20.83%	100.00%
Direct Assignment					

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**State Allocation and Other Categories**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Cat.	Description	F/Y 2024 Est. Actual	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
<b>Cat. - 10 Small Water Purchases</b>											
10-7310	USBR Small Water Purchases	\$ 2,189	\$ 2,189	\$ 2,189	\$ 12,000		\$ 14,189	\$ 2,189	\$ 12,000		\$ 14,189
<b>Cat. - 30 Training</b>											
30-7302	Registration and related training costs	\$ 1,800	\$ 799	\$ 799	\$ 2,500		\$ 3,299	\$ 799	\$ 1,500		\$ 2,299
<b>Cat. - 59 Utilities</b>											
59-7138	Other Utilities - Cable	\$ 3,329	\$ 4,488	\$ 4,488	\$ 2,000		\$ 6,488	\$ 4,488	\$ 2,500		\$ 6,988
<b>Cat. - 87 Purchasing Assessment</b>											
87-7393	Purchasing Assessment	\$ 1,758	\$ 391	\$ 391	\$ 1,000		\$ 1,391	\$ 391	\$ 1,500		\$ 1,891
<b>Cat. - 88 Cost Allocation</b>											
88-9159	Statewide Cost Allocation	\$ 72,692	\$ 64,953	\$ 64,953	\$ 25,000		\$ 89,953	\$ 64,953	\$ 30,000		\$ 94,953
<b>Cat. - 89 Attorney General Cost Allocation</b>											
89-7391	Attorney General Cost Allocation	\$ 349,129	\$ 349,129	\$ 349,129	\$ 75,000		\$ 424,129	\$ 349,129	\$ 100,000		\$ 449,129

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**State Allocation and Other Categories**

ALLOCATIONS													
Cat.		Fiscal 2026						Fiscal 2027					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
<b>Cat. - 10</b>	<b>Small Water Purchases</b>												
10-7310	USBR Small Water Purchases	\$ 14,189				\$ 14,189	\$ 14,189	\$ 14,189				\$ 14,189	\$ 14,189
<b>Cat. - 30</b>	<b>Training</b>												
30-7302	Registration and related training costs	\$ 3,299	\$ 727	\$ 655	\$ 1,244	\$ 746	\$ 3,372	\$ 2,299	\$ 507	\$ 456	\$ 867	\$ 520	\$ 2,350
<b>Cat. - 59</b>	<b>Utilities</b>												
59-7138	Other Utilities - Cable	\$ 6,488	\$ 3,244	\$ -	\$ -	\$ 3,244	\$ 6,488	\$ 6,988	\$ 3,494	\$ -	\$ -	\$ 3,494	\$ 6,988
<b>Cat. - 87</b>	<b>Purchasing Assessment</b>												
87-7393	Purchasing Assessment	\$ 1,391	\$ 307	\$ 276	\$ 525	\$ 315	\$ 1,422	\$ 1,891	\$ 417	\$ 375	\$ 713	\$ 428	\$ 1,933
<b>Cat. - 88</b>	<b>Cost Allocation</b>												
88-9159	Statewide Cost Allocation	\$ 89,953	\$ 19,830	\$ 17,851	\$ 33,922	\$ 20,349	\$ 91,952	\$ 94,953	\$ 20,932	\$ 18,843	\$ 35,808	\$ 21,480	\$ 97,063
<b>Cat. - 89</b>	<b>Attorney General Cost Allocation</b>												
89-7391	Attorney General Cost Allocation	\$ 424,129	\$ 127,239	\$ -	\$ 137,842	\$ 159,048	\$ 424,129	\$ 449,129	\$ 134,739	\$ -	\$ 145,967	\$ 168,423	\$ 449,129
<b>Direct Labor Hours</b>			22.04%	19.84%	37.71%	22.62%	102.22%						
<b>Attorney General Labor Hours</b>			30.00%		32.50%	37.50%	100.00%						
<b>Building Allocation</b>			50%			50%	100.00%						

**COLORADO RIVER COMMISSION**

**FUND 4490**

**COLORADO RIVER COMMISSION FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

**State Allocation and Other Categories**

FIVE YEAR COMPARISON TO BUDGET													
Cat.	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Estimated	5 Year Average	F/Y 2026 Budget	F/Y 2027 Budget
<b>Cat. - 10</b>	<b>Small Water Purchases</b>												
10-7310	USBR Small Water Purchases	\$ 13,717	\$ 12,881	\$ 13,255	\$ 12,230	\$ 13,258	\$ 14,518	\$ 13,258	\$ 6,878	\$ 2,189	\$ 10,020	\$ 14,189	\$ 14,189
<b>Cat. - 30</b>	<b>Training</b>												
30-7302	Registration and related training costs	\$ 7,393	\$ 7,582	\$ 3,924	\$ 4,521	\$ 2,687	\$ 4,018	\$ 3,473	\$ 1,448	\$ 1,800	\$ 6,720	\$ 3,299	\$ 2,299
<b>Cat. - 59</b>	<b>Utilities</b>												
59-7138	Other Utilities - Cable	\$ 773	\$ 778	\$ 842	\$ 905	\$ 1,641	\$ 2,739	\$ 4,381	\$ 2,818	\$ 3,329	\$ 3,509	\$ 6,488	\$ 6,988
<b>Cat. - 87</b>	<b>Purchasing Assessment</b>												
87-7393	Purchasing Assessment	\$ 792	\$ 1,616	\$ 1,485	\$ 1,955	\$ 3,476	\$ 4,646	\$ 2,888	\$ 2,948	\$ 1,758	\$ 3,143	\$ 1,391	\$ 1,891
<b>Cat. - 88</b>	<b>Cost Allocation</b>												
88-9159	Statewide Cost Allocation	\$ 80,762	\$ 100,972	\$ 106,833	\$ 106,883	\$ 108,968	\$ 120,361	\$ 114,197	\$ 112,796	\$ 72,692	\$ 105,803	\$ 89,953	\$ 94,953
<b>Cat. - 89</b>	<b>Attorney General Cost Allocation</b>												
89-7391	Attorney General Cost Allocation	\$ 433,560	\$ 562,045	\$ 483,120	\$ 554,498	\$ 609,464	\$ 539,381	\$ 305,684	\$ 23,957	\$ 349,129	\$ 365,523	\$ 424,129	\$ 449,129

**4497 FY2026-27**

**COLORADO RIVER COMMISSION  
FUND 4497  
LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION (MSCP) FUND**

<b>BUDGET REQUEST FOR FISCAL YEAR 2026 &amp; 2027</b>										
Description	F/Y 2024 Est	Legislative Approved Budget F/Y 2025	Fiscal 2026				Fiscal 2027			
			Base Budget Request	Budget Changes		Total Budget Request	Base Budget Request	Budget Changes		Total Budget Request
				MSCP Contract	Reserves Call (est.)			MSCP Contract	Reserves Call (est.)	
<i>Revenue Sources</i>										
Beginning Cash Balance	\$ 12,252,611	\$ 12,893,502	\$ 12,996,524			\$ 12,996,524	\$ 12,763,451			\$ 12,763,451
4510 - LCRMSCP Billings	788,103	875,484	875,484	106,196		981,680	875,484	138,081		1,013,565
4326-Treasurer's interest	266,153	360,061	360,061	10,277		370,338	360,061	2,566		362,627
<i>Total Revenues</i>	\$ 13,306,867	\$ 14,129,047	\$ 14,232,069	\$ 116,473	\$ -	\$ 14,348,542	\$ 13,998,996	\$ 140,647	\$ -	\$ 14,139,643
<i>Expenditures</i>										
(10)-Multi-Species Program										
Operating Payments to USBR	\$ 413,365	\$ 632,523	\$ 632,523	\$ 452,568		\$ 1,085,091	\$ 632,523	\$ 544,168		\$ 1,176,691
Estimated Reserve Payments to USBR		500,000	500,000			500,000	500,000			500,000
<i>Total Expenditures</i>	\$ 413,365	\$ 1,132,523	\$ 1,132,523	\$ 452,568	\$ -	\$ 1,585,091	\$ 1,132,523	\$ 544,168	\$ -	\$ 1,676,691
Ending Cash Balance	\$ 12,893,502	\$ 12,996,524				\$ 12,763,451				\$ 12,462,952

This fund accounts for the federal funding of the Lower Colorado River Multi-Species Conservation Program (MSCP) only. This fund holds the State of Nevada portion of both the Habitat Maintenance Fund and the Remedial Measures Fund. These reserve Funds are held by the states until called upon by the United States Bureau of Reclamation (USBR). This allows interest income to accrue to the Funds and lessens the opportunity for a federal sweep of the funds were they held by the USBR.

Budget changes are based on MSCP Funding contract payment schedule as of April 2024, and an estimated amount to accommodate at least the first call on the MSCP reserves by the federal government.

**4501 FY2026-27**

**COLORADO RIVER COMMISSION  
FUND 4501  
POWER DELIVERY PROJECT FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Description	F/Y 2024 Est	Legislative Approved Budget F/Y 2025	Fiscal 2026				Fiscal 2027			
			Base Budget Request	Changes		Total Budget Request	Base Budget Request	Changes		Total Budget Request
<b>Revenue Sources</b>										
2511-Balance forward	\$ 729,750	\$ 785,677	\$ 785,677			\$ 785,677	\$ 785,677			\$ 785,677
4041 - Power sales	17,747,310	22,729,193	22,729,193	\$ 10,000,000		32,729,193	22,729,193	\$ 10,000,000		32,729,193
4252 - Excess Property Sales										
4335 - Reimbursement of expenses		183,261	183,261			183,261	183,261			183,261
4326 - Treasurer's interest	25,666	6,046	6,046	23,954		30,000	6,046	23,954		30,000
<b>Total Revenues</b>	<b>\$ 18,502,726</b>	<b>\$ 23,704,177</b>	<b>\$ 23,704,177</b>	<b>\$ 10,023,954</b>	<b>\$ -</b>	<b>\$ 33,728,131</b>	<b>\$ 23,704,177</b>	<b>\$ 10,023,954</b>	<b>\$ -</b>	<b>\$ 33,728,131</b>
<b>Expenditures</b>										
<b>(02)-Out-of-state travel</b>										
6100 Per Diem	\$ 13,188	\$ 11,667	\$ 11,667			\$ 11,667	\$ 11,667			\$ 11,667
6130 Public Transportation	1,002	836	836			836	836			836
6140 Personal Vehicle	1,848	281	281			281	281			281
6150 Commercial Airline	1,262	7,312	7,312			7,312	7,312			7,312
<b>Total category 02</b>	<b>\$ 17,300</b>	<b>\$ 20,096</b>	<b>\$ 20,096</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,096</b>	<b>\$ 20,096</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,096</b>
<b>(03)-In-state-travel</b>										
6200 Per Diem	\$ 735	\$ 606	\$ 606			\$ 606	\$ 606			\$ 606
6240 Personal Vehicle		42	42			42	42			42
6250 Commercial Airline		365	365			365	365			365
<b>Total category 03</b>	<b>\$ 735</b>	<b>\$ 1,013</b>	<b>\$ 1,013</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,013</b>	<b>\$ 1,013</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,013</b>
<b>(10) Power Cost Category</b>										
7020 Operating Supplies	\$ 97,949	\$ 31,337	\$ 31,337	\$ 18,663		\$ 50,000	\$ 31,337	\$ 18,663		\$ 50,000
7030 Freight Charges	10,806	4,342	4,342	5,658		10,000	4,342	5,658		10,000
7040 Printing Services	746	438	438			438	438			438
7052 Vehicle Insurance	2,859	1,907	1,907			1,907	1,907			1,907
7053 Unassigned										
7059 AG Vehicle Liability Insurance	4,617	3,772	3,772			3,772	3,772			3,772
7060 Contracts	7,506,340	481,860	481,860	14,518,140		15,000,000	481,860	14,518,140		15,000,000
7090 Equipment Repair		6,505	6,505	5,495		12,000	6,505	5,495		12,000
7090 Bottled Water		629	629			629	629			629
7120 Advertising		9,690	9,690			9,690	9,690			9,690
7130 Unassigned										
7136 Garbage Disposal	3,440	2,371	2,371	129		2,500	2,371	129		2,500
7138 Other Utilities	3,183	2,759	2,759			2,759	2,759			2,759
7140 B&G Maint. Services	7,831			10,000		10,000		10,000		10,000
7151 Vehicle Maintenance	21,270	6,774	6,774			6,774	6,774			6,774
7152 Diesel	21,043	16,292	16,292	8,708		25,000	16,292	8,708		25,000
7153 Gasoline	11,712	3,304	3,304	11,696		15,000	3,304	11,696		15,000
7157 Vehicle Parts & Repair										
7170 Clothing Allowance	16,073	947	947			947	947			947
7176 Protective Gear	90	984	984	16		1,000	984	16		1,000
7232 Building Improvements										
7270 Fees & Penalties										
7285 Mailroom Postage										
7290 Phone and Fax Expenses	21,087	8,962	8,962	3,038		12,000	8,962	3,038		12,000
7291 Cell Phone Expenses	13,065	10,750	10,750	3,250		14,000	10,750	3,250		14,000
7301 Membership Dues	17,469	16,385	16,385			16,385	16,385			16,385
7302 Training & Conference Registration	9,206	495	495	6,505		7,000	495	2,505		3,000
7306 Employee Registrations										
7310 Power Purchases	6,056,056	19,335,059	19,335,059			19,335,059	19,335,059			19,335,059
7340 Inspections and Certifications	3,903	11,174	11,174			11,174	11,174			11,174
7370 Publications	11,231	7,931	7,931	2,069		10,000	7,931	2,069		10,000
7398 Cost Allocation From CRC Fund 4490	2,500,000	3,034,368	3,034,368			3,034,368	3,034,368			3,034,368
7430 Professional Services	56,383	6,600	6,600	50,000		56,600	6,600	50,000		56,600
7460 Equipment under \$1,000	677									
7465 Equipment \$1,000 - \$5,000	17,656			20,000		20,000		20,000		20,000
7630 Misc. Goods and Materials	209,654	15,490	15,490	234,510		250,000	15,490	234,510		250,000
7635 Misc. Services		95	95			95	95			95
7650 SNWA Monthly Power Settlement										
7771 Computer Software	460									
7960 Rentals for Equipment	187,532	51,994	51,994	148,006		200,000	51,994	148,006		200,000
7980 Lease Payments	1,871	1,872	1,872			1,872	1,872			1,872
8110 Easements		4,050	4,050			4,050	4,050			4,050
8390 Misc. Equipment	10,730	20,436	20,436			20,436	20,436			20,436
8360 Replacement Vehicles				225,000		225,000				225,000
8371 Computer Hardware	44,006	18,246	18,246			18,246	18,246			18,246
<b>Total category 10</b>	<b>\$ 16,868,943</b>	<b>\$ 23,117,818</b>	<b>\$ 23,117,818</b>	<b>\$ 15,270,883</b>	<b>\$ -</b>	<b>\$ 38,388,701</b>	<b>\$ 23,117,818</b>	<b>\$ 15,041,883</b>	<b>\$ -</b>	<b>\$ 38,159,701</b>
<b>(87)-Purchasing Assessment</b>	<b>\$ 950</b>	<b>\$ 845</b>	<b>\$ 845</b>	<b>\$ 1,155</b>		<b>\$ 2,000</b>	<b>\$ 845</b>	<b>\$ 1,155</b>		<b>\$ 2,000</b>
<b>Total Expenditures</b>	<b>\$ 16,887,927</b>	<b>\$ 23,139,772</b>	<b>\$ 23,139,772</b>	<b>\$ 15,272,038</b>	<b>\$ -</b>	<b>\$ 38,411,810</b>	<b>\$ 23,139,772</b>	<b>\$ 15,043,038</b>	<b>\$ -</b>	<b>\$ 38,182,810</b>
Ending Cash Balance	\$ 1,614,799	\$ 564,405				\$ (4,683,679)				\$ (4,454,679)

Power purchases based on forecasted power consumption by commission customers. Forecast is based on information provided by the industrial customers as they return to pre-Covid production levels. Budget includes two new vehicles, increases in services for the large number of projects requested by Commission customers, increases in fuel costs, training and related costs for new employees.

**COLORADO RIVER COMMISSION  
FUND 4501  
POWER DELIVERY PROJECT FUND**

**FIVE YEAR COMPARISON TO BUDGET**

Description	F/Y 2016 ACTUAL	F/Y 2017 ACTUAL	F/Y 2018 ACTUAL	F/Y 2019 ACTUAL	F/Y 2020 ACTUAL	F/Y 2021 ACTUAL	F/Y 2022 ACTUAL	F/Y 2023 ACTUAL	F/Y 2024 Est	5 Year * Average	Fiscal 2026 Budget	Fiscal 2027 Budget
<b>Revenue Sources</b>												
2511-Balance forward	\$ 536,818	\$ 655,271	\$ 809,562	\$ 1,284,086	\$ 1,454,461	\$ 1,090,669	\$ 1,090,670	\$ 952,530	\$ 729,750	\$ 1,063,616	\$ 785,677	\$ 785,677
4041 - Power sales	21,489,846	13,361,843	12,699,429	13,629,915	14,627,017	7,084,902	21,377,928	10,908,333	17,747,310	17,774,403 (1)	32,729,193	32,729,193
4252 - Excess Property Sales	8,984	7		7,876		6,420				1,284		
4335 - Reimbursement of expenses											30,000	30,000
4326 - Treasurer's interest	3,037	3,422	12,872	26,067	26,274	8,068	26,274	13,695	25,666	19,995	30,000	30,000
<b>Total Revenues</b>	<b>\$ 22,038,685</b>	<b>\$ 14,020,543</b>	<b>\$ 13,521,863</b>	<b>\$ 14,947,944</b>	<b>\$ 16,107,752</b>	<b>\$ 8,190,059</b>	<b>\$ 22,494,872</b>	<b>\$ 11,874,558</b>	<b>\$ 18,502,726</b>	<b>\$ 18,859,299</b>	<b>\$ 33,574,870</b>	<b>\$ 33,574,870</b>
<b>Expenditures</b>												
<b>(02)-Out-of-state travel</b>												
6100 Per Diem	\$ 5,034	\$ 7,519	\$ 6,604	\$ 11,667	\$ 1,994	\$ 97		\$ 1,638	\$ 13,188	\$ 8,802 (1)	\$ 11,667	\$ 11,667
6130 Public Transportation	752	1,814	598	836	58			271	1,002	1,000 (1)	836	836
6140 Personal Vehicle	367	724	327	281	17			29	1,848	709 (1)	281	281
6150 Commercial Airline	3,453	3,998	5,421	7,312	641			719	1,262	4,289 (1)	7,312	7,312
<b>Total category 02</b>	<b>\$ 9,606</b>	<b>\$ 14,055</b>	<b>\$ 12,950</b>	<b>\$ 20,096</b>	<b>\$ 2,710</b>	<b>\$ 97</b>	<b>\$ -</b>	<b>\$ 2,657</b>	<b>\$ 17,300</b>	<b>\$ 14,801</b>	<b>\$ 20,096</b>	<b>\$ 20,096</b>
<b>(03)-In-state-travel</b>												
6200 Per Diem	\$ 77	\$ 192	\$ 184		\$ 2,576	\$ 435	\$ 516	\$ 369	\$ 735	\$ 819 (1)	\$ 606	\$ 606
6240 Personal Vehicle	34	15	20	36	106					31 (1)	42	42
6250 Commercial Airline	475	240	231	276	605					264 (1)	365	365
<b>Total category 03</b>	<b>\$ 586</b>	<b>\$ 447</b>	<b>\$ 435</b>	<b>\$ 312</b>	<b>\$ 3,287</b>	<b>\$ 435</b>	<b>\$ 516</b>	<b>\$ 369</b>	<b>\$ 735</b>	<b>\$ 1,114</b>	<b>\$ 1,013</b>	<b>\$ 1,013</b>
<b>(10) Power Cost Category</b>												
7020 Operating Supplies	\$ 59,598	\$ 33,456	\$ 28,039	\$ 52,152	\$ 50,258	\$ 21,849	\$ 31,339	\$ 37,822	\$ 97,949	\$ 47,843	\$ 50,000	\$ 50,000
7030 Freight Charges	466	1,683	3,071	3,394	5,536	3,666	4,342	20,226	10,806	8,915	10,000	10,000
7040 Printing Services	561	299	357	388	192	185	438	488	746	410	438	438
7052 Vehicle Insurance	620	583	550	550	1,450	1,729	1,136	1,136	2,859	1,662	1,907	1,907
7055 Unassigned												
7059 AG Vehicle Liability Insurance	1,250	1,263	1,992	1,933	1,641	1,757	1,730	1,751	4,617	2,299	3,772	3,772
7060 Contracts	664,923	389,675	182,423	143,398	120,809	127,458	66,032	2,322,518	7,506,340	2,028,631	15,000,000	15,000,000
7090 Equipment Repair	4,205	3,473	21,391	37,888	1,772	8,891	8,851	40,068		11,916	12,000	12,000
7090 Bottled Water	522	426	471	600	598	470	629	796	474	593	629	629
7120 Advertising	2,868		200	1,370							9,690	9,690
7130 Unassigned												
7136 Garbage Disposal	2,083	3,298	3,772	4,056	2,067	2,310	2,371	2,265	3,440	2,491	2,500	2,500
7138 Other Utilities					2,294	2,695	2,759	2,818	3,183	2,750	2,759	2,759
7140 B&G Maint. Services	2,323	3,365	11,390	4,449	18,872	7,332	6,774	5,288	7,831	9,219	10,000	10,000
7151 Vehicle Maintenance	5,653	22,848	5,570	12,597	7,011	7,710	8,268	11,541	21,270	11,160	6,774	6,774
7152 Diesel	1,207	247	5,830	9,486	8,652	7,347	16,292	18,922	21,043	14,451	25,000	25,000
7153 Gasoline	12,239	12,504	8,227	6,579	5,065	2,086	3,304	5,650	11,712	5,563	15,000	15,000
7157 Vehicle Parts & Repair	2,062	1,889	508									
7170 Clothing Allowance	125	1,209	752	419	841	182	2,036	2,322	16,073	4,291	947	947
7176 Protective Gear	565	594	1,267	1,145	877	99	1,534	686	90	657	1,000	1,000
7232 Building Improvements	5,844											
7270 Fees & Penalties	50											
7285 Mailroom Postage												
7290 Phone and Fax Expenses	14,133	13,106	11,699	7,849	8,148	8,191	8,962	9,014	21,087	11,080	12,000	12,000
7291 Cell Phone Expenses	9,075	9,671	9,230	11,164	11,203	12,523	10,750	12,301	13,065	11,968	14,000	14,000
7301 Membership Dues	35,127	23,976	22,101	21,983	18,590	16,835	16,910	14,170	17,469	16,795	16,385	16,385
7302 Training & Conference Registration	9,885	16,421	6,592	5,360	5,854	2,327	14,520	6,473	9,206	7,676	7,000	3,000
7306 Employee Registrations	6,000											
7310 Power Purchases	17,691,020	10,026,811	9,447,184	10,687,807	11,214,932	4,548,980	4,426,616	5,934,675	6,056,056	11,813,551 (1)	19,335,059	19,335,059
7340 Inspections and Certifications	17,226	23,950	9,894	38,183	9,703	7,521	11,174	12,963	3,903	9,053	11,174	11,174
7370 Publications	61,213	53,779	32,956	52,659	6,800	8,582	6,464	15,884	11,231	9,792	10,000	10,000
7398 Cost Allocation From CRC Fund 4490	2,317,323	2,337,425	2,249,844	2,408,662	2,705,080	2,536,966	2,357,679	2,465,426	2,500,000	2,513,030	3,034,368	3,034,368
7430 Professional Services	11,980	21,879	9,964	10,915	6,100	6,600	6,600	10,880	56,383	17,313	56,600	56,600
7460 Equipment under \$1,000		3,765		7,393	4,625	1,732	16,254	35,312	677	11,720		
7465 Equipment \$1,000 - \$5,000	1,098		15,606				17,656	14,799	17,656	10,022	20,000	20,000
7630 Misc. Goods and Materials	6,555	358		8,012	14,198	17,245	37,995	30,091	209,654	61,837	250,000	250,000
7635 Misc. Services	22	1,138		30	250		95			69	95	95
7650 SNWA Monthly Power Settlement	278,293		65,086									
7771 Computer Software	885		5,082	5,983	6,271	2,510	7,563	10,442	460	5,449		
7960 Rentals for Equipment	96,314	46,840	52,820	53,451	46,153	60,593	51,994	69,556	187,532	83,166	200,000	200,000
7980 Lease Payments	2,155	2,155	1,935	1,872	1,872	1,872	1,872	1,871	1,871	1,872	1,872	1,872
8110 Easements	1,200	1,200	4,050	4,050	4,050	4,050	4,050	4,050		3,240	4,050	4,050
8390 Misc. Equipment					17,716		11,790	184	10,730	8,084	20,436	20,436
8360 Replacement Vehicles	45,577	129,684		68,541	101,636					20,327	225,000	
8371 Computer Hardware	100	5,042	3,087	31,295		28,655	9,218	16,000	44,006	19,576	18,246	18,246
<b>Total category 10</b>	<b>\$ 21,372,345</b>	<b>\$ 13,194,012</b>	<b>\$ 12,222,940</b>	<b>\$ 13,705,613</b>	<b>\$ 14,411,116</b>	<b>\$ 7,460,948</b>	<b>\$ 7,175,997</b>	<b>\$ 11,138,388</b>	<b>\$ 16,869,417</b>	<b>\$ 16,788,472</b>	<b>\$ 38,388,701</b>	<b>\$ 38,159,701</b>
<b>(87)-Purchasing Assessment</b>												
	\$ 880	\$ 1,722	\$ 1,452	\$ 1,998	\$ 1,435	\$ 1,705	\$ 1,281	\$ 3,395	\$ 950	\$ 1,753	\$ 2,000	\$ 2,000
<b>Total Expenditures</b>	<b>\$ 21,383,417</b>	<b>\$ 13,210,236</b>	<b>\$ 12,237,777</b>	<b>\$ 13,728,019</b>	<b>\$ 14,418,548</b>	<b>\$ 7,463,185</b>	<b>\$ 7,177,794</b>	<b>\$ 11,144,809</b>	<b>\$ 16,888,401</b>	<b>\$ 16,806,141</b>	<b>\$ 38,411,810</b>	<b>\$ 38,182,810</b>

\* Five year comparison is based on FY 2021 through FY2024 EXCLUDING FY 2021: Those items marked with '(1)' which represent the highest five year period of 2016 through 2024. These years are representative of full commission and customer activity, while recent years include production, travel and training activity drop off from economic factors pursuant to the COVID-19 pandemic. Five year information is presented to assist in evaluation of adequacy of the final requested budget numbers. In certain cases, the budget will be based on the five-year average if the base budget does not appear adequate or another basis for calculation cannot be determined.

**4502 FY2026-27**

**COLORADO RIVER COMMISSION  
FUND 4502  
POWER MARKETING FUND**

**BUDGET REQUEST FOR FISCAL YEAR 2026 & 2027**

Description	F/Y 2024 Est	Legislative Approved Budget F/Y 2025	Fiscal 2026			Fiscal 2027				
			Base Budget Request	Budget Change		Base Budget Request	Budget Change		Total Budget Request	
<i>Revenue Sources</i>										
Beginning Cash Balance	\$ 1,258,656	\$ 943,681	\$ 943,658			\$ 943,658	\$ 943,658			\$ 943,658
4041 - Power sales	33,168,229	34,191,352	34,191,352	\$ 5,500,000		39,691,352	34,191,352	\$ 6,500,000		40,691,352
4326-Treasurer's interest	84,038	15,793	15,793			15,793	15,793			15,793
<b>Total Revenues</b>	<b>\$ 34,510,923</b>	<b>\$ 35,150,826</b>	<b>\$ 35,150,803</b>	<b>\$ 5,500,000</b>	<b>\$ -</b>	<b>\$ 40,650,803</b>	<b>\$ 35,150,803</b>	<b>\$ 6,500,000</b>	<b>\$ -</b>	<b>\$ 41,650,803</b>
<i>Expenditures</i>										
<b>(10)-Power Purchases:</b>										
7020 Operating Supplies										
7030 Freight Charges	\$ 1,858		\$ -			\$ -	\$ -			\$ -
7058 Special Assessments	10,612	46,250	46,250			46,250	46,250			46,250
7060 Contracts	154,776	15,189	15,189	125,000		140,189	15,189	125,000		140,189
7090 Equipment Repair										
7310 Power Purchases	31,749,078	32,317,156	32,317,156	\$ 5,464,459		37,781,615	32,317,156	\$ 6,479,460		38,796,616
7340 Inspections and Certifications										
7398 Cost Allocation from CRC Fund 4490	115,115	48,167	48,167			48,167	48,167			48,167
7430 Professional Services										
7650 Refunds										
7835 Trust Agent Fees	325	325	325			325	325			325
8390 Equipment	29,420									
9158 Transfer to Bond Funds	1,651,433	1,780,058	1,780,058	200,000		1,980,058	1,780,058	200,000		1,980,058
<b>(87)-Purchasing Assessment</b>	<b>23</b>	<b>23</b>	<b>23</b>			<b>23</b>	<b>23</b>			<b>23</b>
<b>Total Expenditures</b>	<b>\$ 33,712,640</b>	<b>\$ 34,207,168</b>	<b>\$ 34,207,168</b>	<b>\$ 5,789,459</b>	<b>\$ -</b>	<b>\$ 39,996,627</b>	<b>\$ 34,207,168</b>	<b>\$ 6,804,460</b>	<b>\$ -</b>	<b>\$ 41,011,628</b>
Ending Cash Balance	\$ 798,283	\$ 943,658				\$ 654,176				\$ 639,175

The final amount ("total budget request") for each of the two years is based on the level debt service for the remaining bond issue (Visitor Center & Air Slots bond issue).  
The Visitor Center & Air Slots bond issue will be fully paid off in October of 2043.

**COLORADO RIVER COMMISSION  
FUND 4502  
POWER MARKETING FUND**

**FIVE YEAR COMPARISON TO BUDGET**

Description	F/Y 2018 ACTUAL	Fy 2019 ACTUAL	F/Y 2020 ACTUAL	F/Y 2021 ACTUAL	F/Y 2022 ACTUAL	F/Y 2023 ACTUAL	F/Y 2024 Est	5 Year * Average	Fiscal 2026 Budget	Fiscal 2027 Budget
<i>Revenue Sources</i>										
Beginning Cash Balance	\$ 1,007,262	\$ 1,537,953	\$ 1,059,957	\$ 1,635,801	\$ 1,635,802	\$ 1,284,821	\$ 1,258,656	\$ 1,375,007	\$ 943,658	\$ 943,658
4041 - Power sales	28,973,342	28,308,753	27,575,548	27,034,043	32,342,847	28,684,962	\$ 33,168,229	29,761,126	39,691,352	40,691,352
4326-Treasurer's interest	35,554	71,910	40,708	10,701	40,708	53,794	\$ 84,038	45,990	15,793	15,793
<i>Total Revenues</i>	<b>\$ 30,016,158</b>	<b>\$ 29,918,616</b>	<b>\$ 28,676,213</b>	<b>\$ 28,680,545</b>	<b>\$ 34,019,357</b>	<b>\$ 30,023,577</b>	<b>\$ 34,510,923</b>	<b>\$ 31,182,123</b>	<b>\$ 40,650,803</b>	<b>\$ 41,650,803</b>
<i>Expenditures</i>										
<b>(10)-Power Purchases:</b>										
7020 Operating Supplies							1,858	372	\$ -	\$ -
7030 Freight Charges										
7058 Special Assessments	31,868	\$ 22,222	\$ 17,960	\$ 22,293	\$ 15,189	\$ 7,528	10,612	\$ 14,716	46,250	46,250
7060 Contracts	33,370	36,650	38,270	38,270	39,950		154,776	54,253	140,189	140,189
7090 Equipment Repair		115			1,688			338		
7310 Power Purchases	26,013,712	26,091,110	25,798,396	24,414,517	25,945,912	26,842,049	31,749,078	26,949,990	37,781,615	38,796,616
7340 Inspections and Certifications			270	984				251		
7398 Cost Allocation from CRC Fund 4490	217,720	217,664	218,075	212,734	132,093	120,018	115,115	159,607	48,167	48,167
7430 Professional Services	35,030									
7650 Refunds		429,825	9,673					1,935		
7835 Trust Agent Fees	325	325	325	325	325	325	325	325	325	325
8390 Equipment					23,627		29,420	10,609		
9158 Transfer to Bond Funds	2,145,565	1,797,539	1,795,362	1,779,777	1,806,455	1,795,001	1,651,433	1,765,606	1,980,058	1,980,058
<b>(87)-Purchasing Assessment</b>	615	664	469	1	1	1	96	114	23	23
<i>Total Expenditures</i>	<b>\$ 28,478,205</b>	<b>\$ 28,596,114</b>	<b>\$ 27,878,800</b>	<b>\$ 26,468,901</b>	<b>\$ 27,965,240</b>	<b>\$ 28,764,922</b>	<b>\$ 33,712,713</b>	<b>\$ 28,958,115</b>	<b>\$ 39,996,627</b>	<b>\$ 41,011,628</b>

\* Five year average for all lines based on most recent 5 year period. This five year comparison is presented to assist in evaluation of adequacy of the final requested budget numbers. In certain cases, the budget will be based on the five-year average if the base budget does not appear adequate or another basis for calculation cannot be determined.

Average market cost increase in Power Purchases: 77,398 (292,714) (1,383,879) 1,531,395 896,137 4,907,029 5,735,366  
18%

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF AUGUST 13, 2024**

**SUBJECT:** *For Information Only:* Update on Bill Draft Request 59, submitted by the Commission at request of Governor's office, for removal of regulations NAC 321.100 through NAC 321.230, that are no longer needed or supported by statutes that were repealed in 2009 Legislative Session.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the proposed budget for Fiscal Years 2026 and 2027 for submittal to the Governor's Finance Office.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Summary:**

Nevada Division of State Lands as part of its review of regulations pursuant to the Governor's Executive Order 2023-03, discovered that it had legacy regulations, NAC 321.100 through 321.230, on its books that pertained to Fort Mohave Valley. Further, the regulations were adopted by the Colorado River Commission of Nevada (Commission) in 1986 and placed in the respective Chapter 321. State Lands held proceedings to repeal the regulations and submitted the proposed repeal to the Legislative Counsel Bureau (LCB) for approval. LCB denied the request under the opinion that since the Commission adopted them in 1986, that the Commission should be the agency to process the repeal.

Staff reviewed the Commission statutory authority and noted the Commission only has statutory authority over regulations in Chapter 538, not Chapter 321. Staff requested LCB's opinion, and they agreed the Commission did not have authority to repeal the regulations and concluded no agency had authority. LCB advised a legislative bill was required so the legislature could properly repeal the regulations. The Governor's office requested the Commission submit a Bill Draft Request (BDR) that could be submitted to the legislature for a repeal of the regulations. A copy of the bill draft is attached.

**B. Historical Background:**

In 1957, the Commission's role was expanded to include the acquisition of federal land when Congress granted Nevada the option to purchase 15,000 acres in the Fort Mohave Valley near Laughlin. In 1973, NRS 321.480 to 321.536, inclusive, was cited as the Fort Mohave Valley Development Law. Under this law, the Commission (previously the Colorado River advisory commission) managed the Fort Mohave Valley property on behalf of the State. See Assembly Bill 342 (1973).

In 1986, the Commission passed regulations in Chapter NAC 321.100 through 321.230 entitled "Development in Fort Mohave Valley" to implement its authority under the Fort Mohave Valley Development Law.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF AUGUST 13, 2024**

In Senate Bill 301 (2007), the Fort Mohave Valley Development Law was amended. The Nevada Legislature found it was in the “public interest to transfer to Clark County all of the right, title and interest of the State of Nevada in all the land held, controlled and administered by the Colorado River Commission of Nevada on behalf of the State under the Fort Mohave Development Law.”

Under SB 301 (2007), Section 11 provided “1. As soon as practicable after passage and approval of this act but not later than July 1, 2007, the Colorado River Commission of Nevada and the State Land Registrar shall, on behalf of the State of Nevada, convey gratuitously and by quit claim deed to Clark County all the right, title and interest of the State of Nevada in all land held, controlled or administered by the Commission on behalf of the State under the Fort Mohave Valley Development Law.” The property was transferred.

In 2009, SB 301 was corrected by Section 9 of AB 554 which clarified that NRS 321.480 to 321.536 were repealed and superseded. Given the repeal of these statutes, the regulations adopted by the Commission in NAC 321.100 through 321.230 are obsolete and should be repealed and superseded as well.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF AUGUST 13, 2024**

**SUBJECT:** *For Information Only:* Staff presentations on the proposed 2028 Parker-Davis Power Marketing Plan issued by the Western Area Power Administration, Department of Energy.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

Western Area Power Administration (WAPA) markets federal hydropower produced at certain dams that are owned and operated by the United States Bureau of Reclamation. WAPA has started a remarketing process for hydropower from the Parker-Davis Project since the current contracts expire September 30, 2028. Staff has prepared a presentation, and it will be presented at the Commission meeting. A copy is attached.

# Colorado River Commission of Nevada

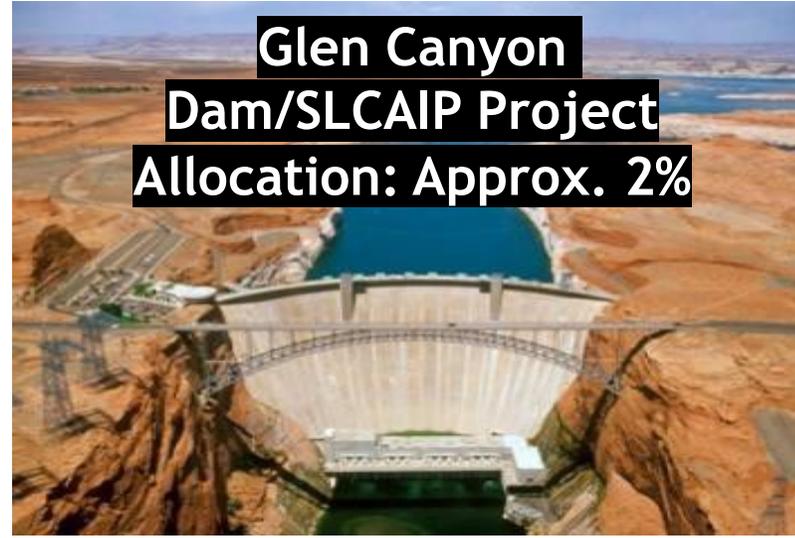
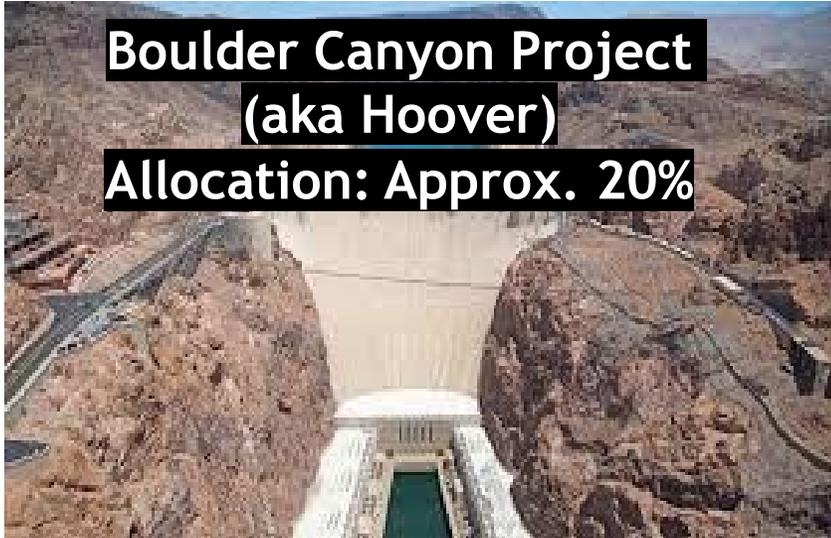
Parker-Davis Project Post-2028 Remarketing

CRCNV Hydropower Dept.

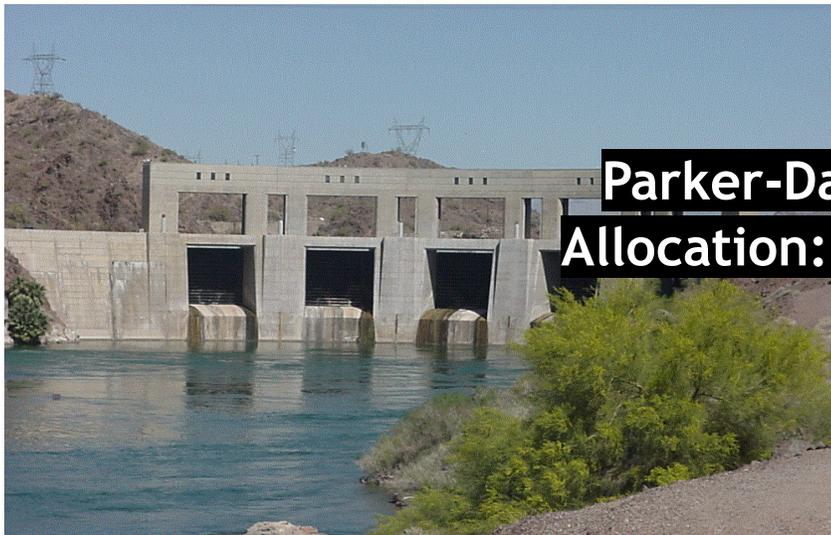
August 13, 2024



# CRCNV Federal Hydropower Resources



SLCAIP = Salt Lake City  
Area Integrated  
Projects

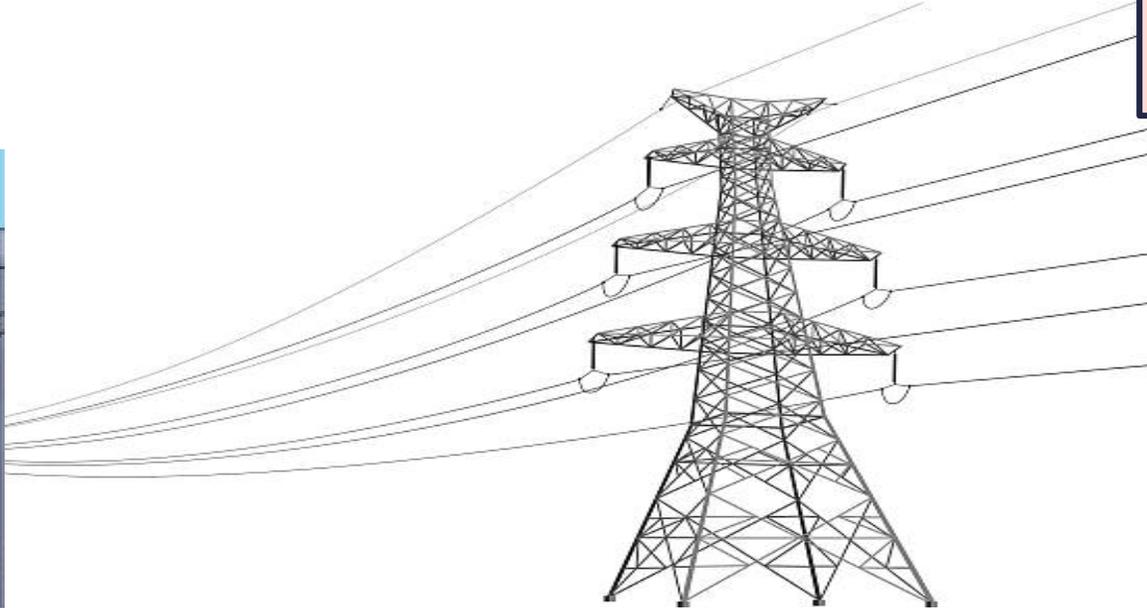


# Federal Hydropower Contract Flow

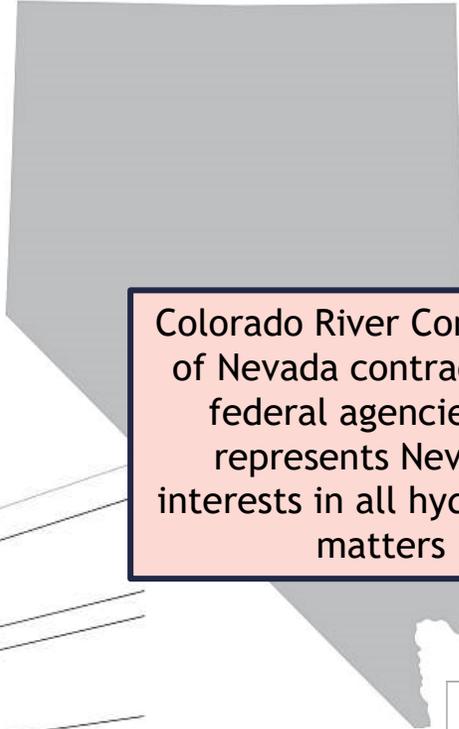
Dept. of Interior  
Bureau of Reclamation  
owns and operates federal  
hydropower resources



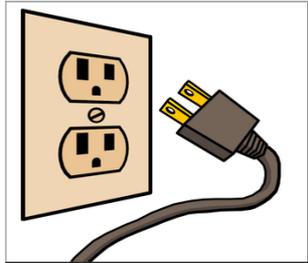
Hoover, Parker, Davis, and  
Colorado River Storage  
Project Dams



Dept. of Energy  
Western Area Power Administration  
transmits and markets federal  
hydropower resources



Colorado River Commission  
of Nevada contracts with  
federal agencies and  
represents Nevada's  
interests in all hydropower  
matters



Colorado River  
Commission of  
Nevada sells  
hydropower to  
23 So. NV  
contractors

# CRCNV's Parker-Davis Project Customers

<b>CRCNV Direct Retail End Use Customers</b>	<b>Wholesale Utility Customers</b>	<b>Water and Wastewater Customers</b>
Henderson WC, LLC.	Overton Power District No. 5	Southern Nevada Water Authority
Lhoist	Valley Electric Association	
TIMET		
Borman Specialty Materials		



# Parker-Davis Remarketing

- The CRCNV's contracts with WAPA for the purchase of Parker-Davis power expire on Sept. 30, 2028 as do the CRCNV's contracts with its 7 contractors.
- WAPA must undertake a public process to determine who will be awarded an allocation effective October 1, 2028.
- WAPA's public process started in May of 2024 and is scheduled to continue through August of 2026.
- At the end of that public process, contract negotiations will begin and are expected to conclude by May 31.



# WAPA's Federal Register Notice

- Issued in May 2024
- Proposes, among other things that:
  - Current allocations be extended for another 20-year term with the creation of a small pool for new applicants
    - Current contractors give up a small amount of their resource so that new contractors can apply for an allocation.
  - The amount of power delivered be based on what can be generated instead of being supplemented with purchased power as it is today
    - Change is intended to keep downward pressure on the Parker-Davis rate and give customers more operational flexibility.
- Written comments are due to WAPA by August 19, 2024



# CRCNV Remarketing Timeline

- Concurrently with WAPA's process, the CRCNV is required by NAC 538.410 to undertake its own remarketing process.
- Two separate public processes:
  - First public process (tentatively Sept. 2025-March 2026)
    - Commission approval of 1) draft allocation criteria setting the stage for who will be eligible to apply for CRCNV's allocation and 2) the application that applicants will be invited to complete.
  - Second public process (Feb 2026-Nov 2026)
    - Approval of proposed allocations to specific contractors
- Contract negotiations with our contractors will take place concurrently with our contract negotiations with WAPA.



# Eligible Contractors

- Eligible contractors are currently limited by NRS 704.787
  1. The Colorado River Commission of Nevada may, without being subject to the jurisdiction of the Public Utilities Commission of Nevada, sell electricity and provide transmission service or distribution service, or both, only to meet the existing and future requirements of:
    - (a) Any customer that the Colorado River Commission of Nevada on July 16, 1997, was serving or had a contract to serve.
    - (b) The Southern Nevada Water Authority and its member agencies for their water and wastewater operations.
- Some additional limitations in NAC 538.410 narrow the field of applicants further.

# Questions?



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF AUGUST 13, 2024**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

# Hydrology Report – August 2024

## Upper Basin Hydrology

- In July, the upper basin received 65% of average precipitation bringing the cumulative total to 98% for the year.
- Temperatures in the upper basin for July were 1-3 degrees above normal.
- Snowpack accumulation peaked this year at 111% of the seasonal median.
- The Basin Forecast Center is forecasting runoff this year at 83% of average.

## Current reservoir status

- As of August 5, 2024, Lake Mead is at an elevation of **1,061.4** feet and has about 8.5 million acre-feet in storage (33% capacity). The level is **20 feet higher** than the low reached in July of 2022 of 1,041.
- As of August 5, 2024, Lake Powell is at an elevation of 3,583.9 feet and has about 9.6 million acre-feet in storage (41% capacity).
- Total system storage for the upper and lower basin is around 26 million acre-feet (44% capacity).

## 2024 reservoir operations

- 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 in calendar year 2024.
- Accordingly, in 2024, Nevada’s consumptive use will be reduced by 13,000 acre-feet under the 2007 Interim Guidelines and Nevada will make a Drought Contingency Plan contribution of 8,000 acre-feet.
- Arizona and Mexico are also required to take shortage and make a water savings contribution in 2024. Those amounts are significantly larger than Nevada’s obligations.
- The total combined volumes for Arizona, Nevada, and Mexico are 613,000 acre-feet in calendar year 2024, which will save the equivalent of about 8 feet in elevation in Lake Mead.

## Water Use in Southern Nevada <sup>1</sup>

- Southern Nevada’s consumptive use for January-June of 2024 was 88,321 acre-feet, which is a 4.3% increase in water use compared to 2023.

## Reclamation’s Lake Mead and Lake Powell Projections <sup>2</sup>

- Reclamation uses computer models to forecast reservoir elevations based on planned water use and anticipated runoff. The July 2024 24 Month Study is forecasting Lake Mead to be between 1,061.0 and 1,060.5 feet in elevation by the end of 2024.
- Reclamations July 2024 24 Month Study is forecasting Lake Powell’s elevation to be between 3,576.5 and 3,572.1 feet by the end of 2024.

<sup>1</sup> 2024 consumptive use data is preliminary.

<sup>2</sup> Reclamation modeling assumes the current operational guidelines and planned conservation activities. Forecasts could improve by implementing additional actions.

# Colorado River Commission of Nevada

## Hydrology and River Updates

Warren Turkett

August 13, 2024

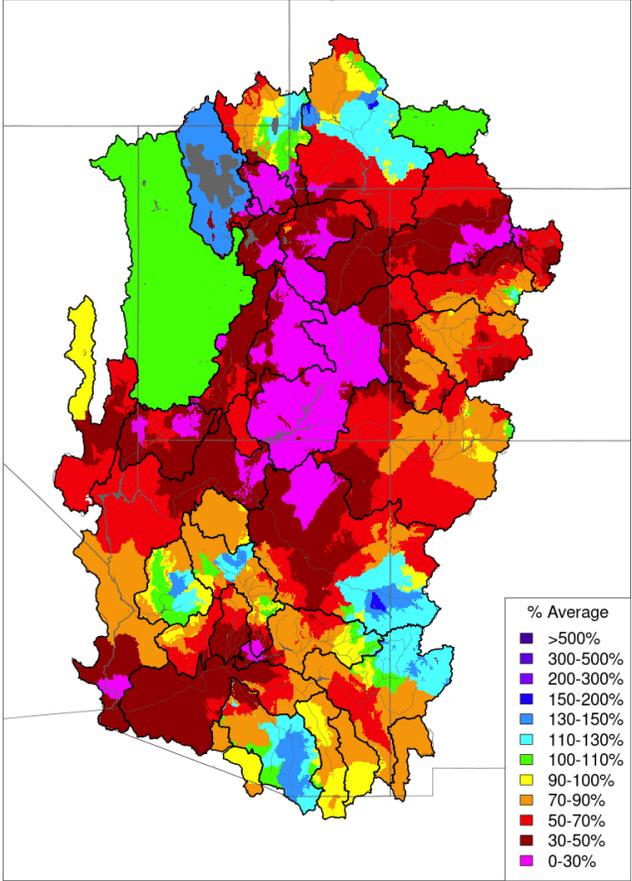




# Precipitation and Temperature

Monthly Precipitation - July 2024

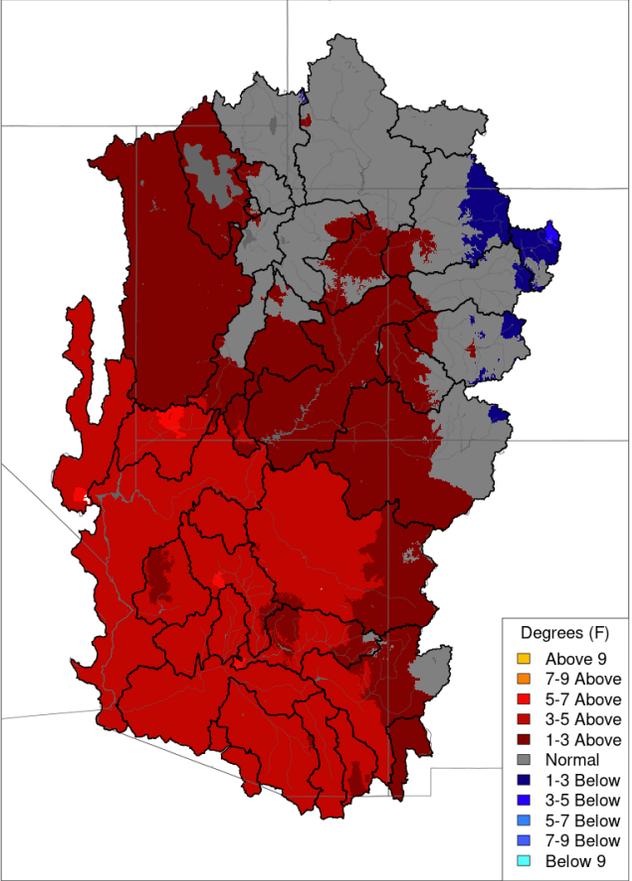
Averaged by Basin



Prepared by NOAA, Colorado Basin River Forecast Center  
Salt Lake City, Utah, [www.cbrfc.noaa.gov](http://www.cbrfc.noaa.gov)

Max Temp - Monthly Deviation - July 2024

Averaged by Basin

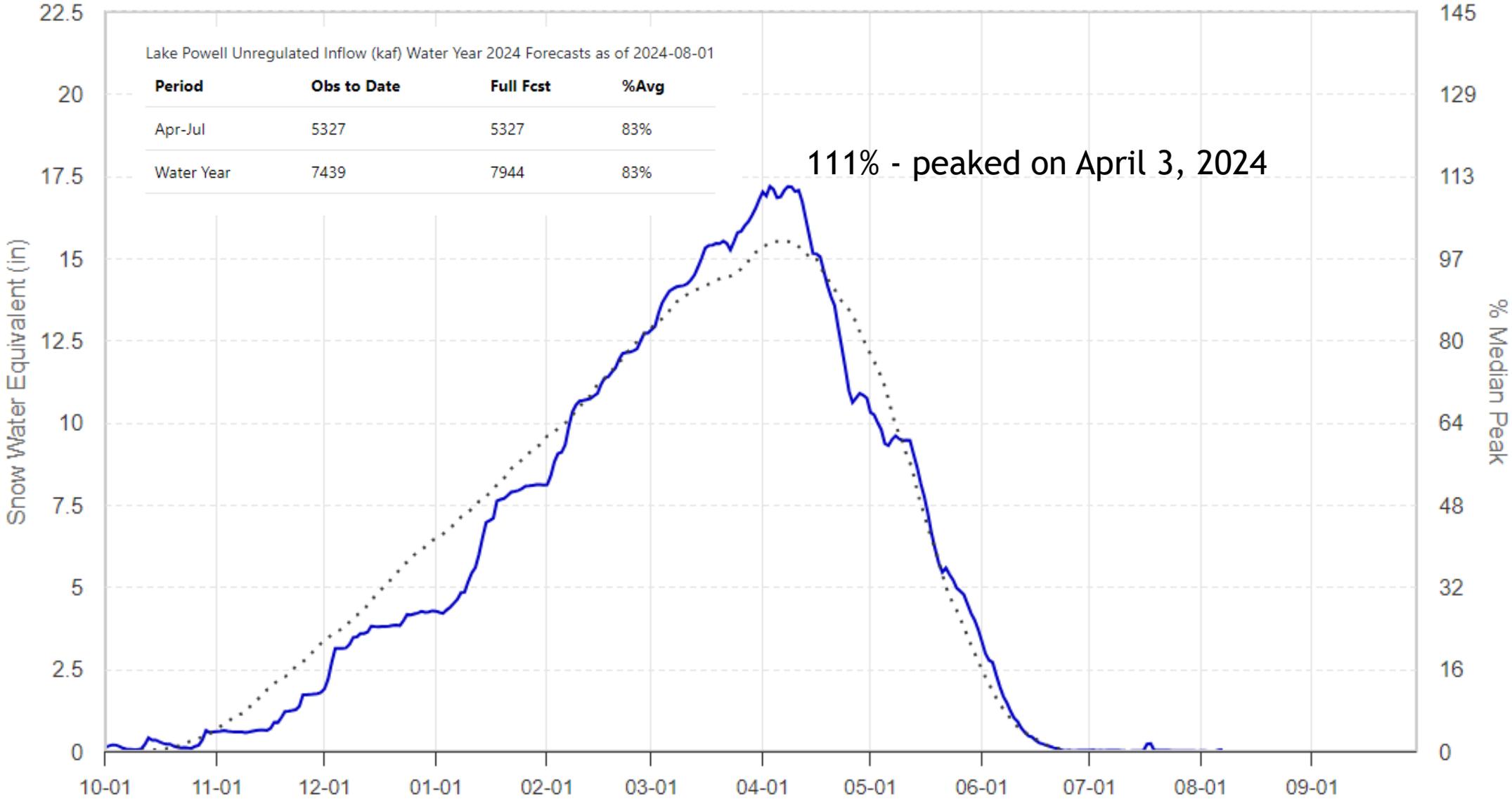


Prepared by NOAA, Colorado Basin River Forecast Center  
Salt Lake City, Utah, [www.cbrfc.noaa.gov](http://www.cbrfc.noaa.gov)

Lake Powell %Average Precipitation Water Year 2024

Area	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Water Year
UC-Powell	92	56	76	120	137	130	69	95	153	65	98

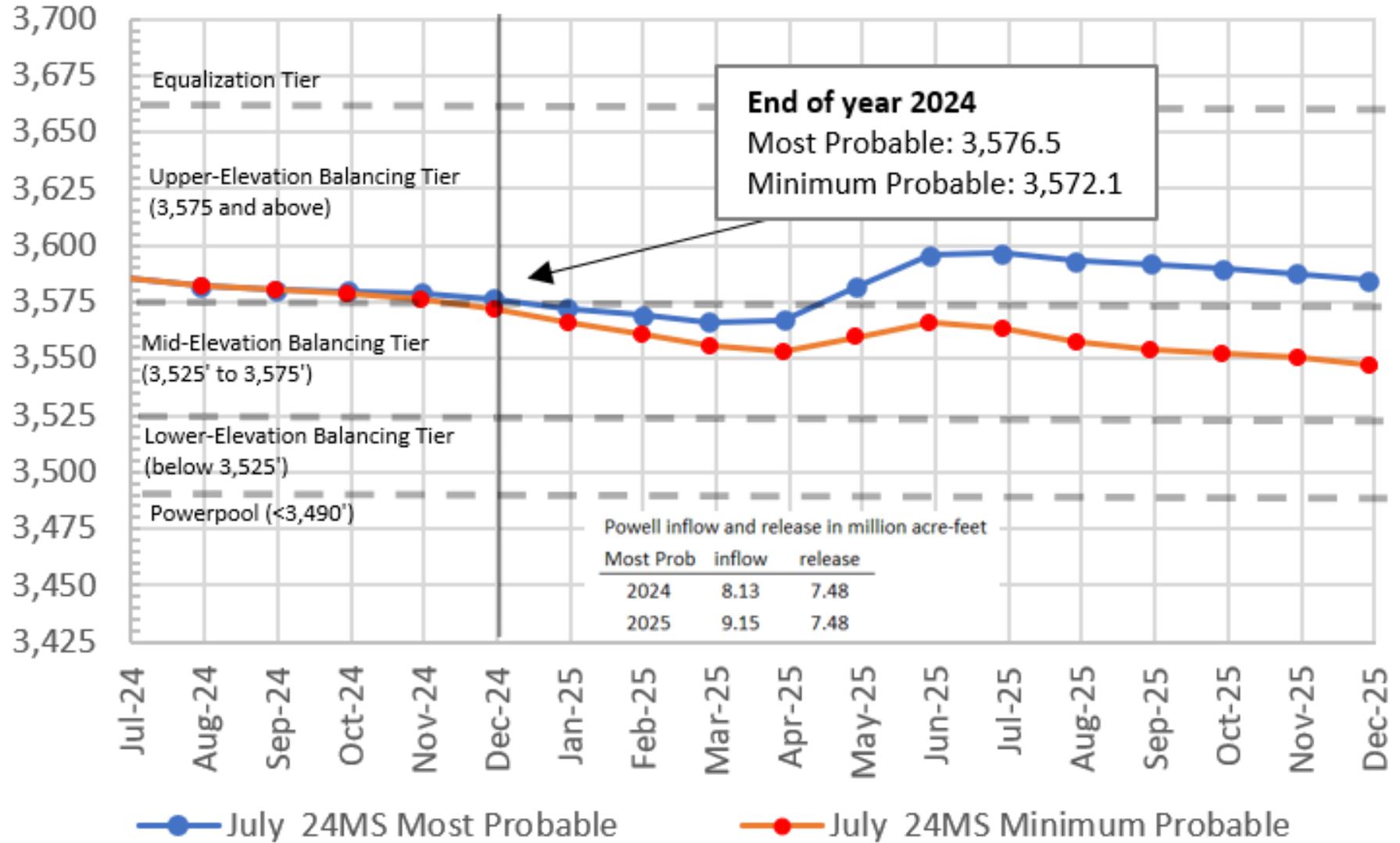
# Snowpack Accumulation





# Lake Powell End-of-Month Elevations

## July 2024 24 Month Study

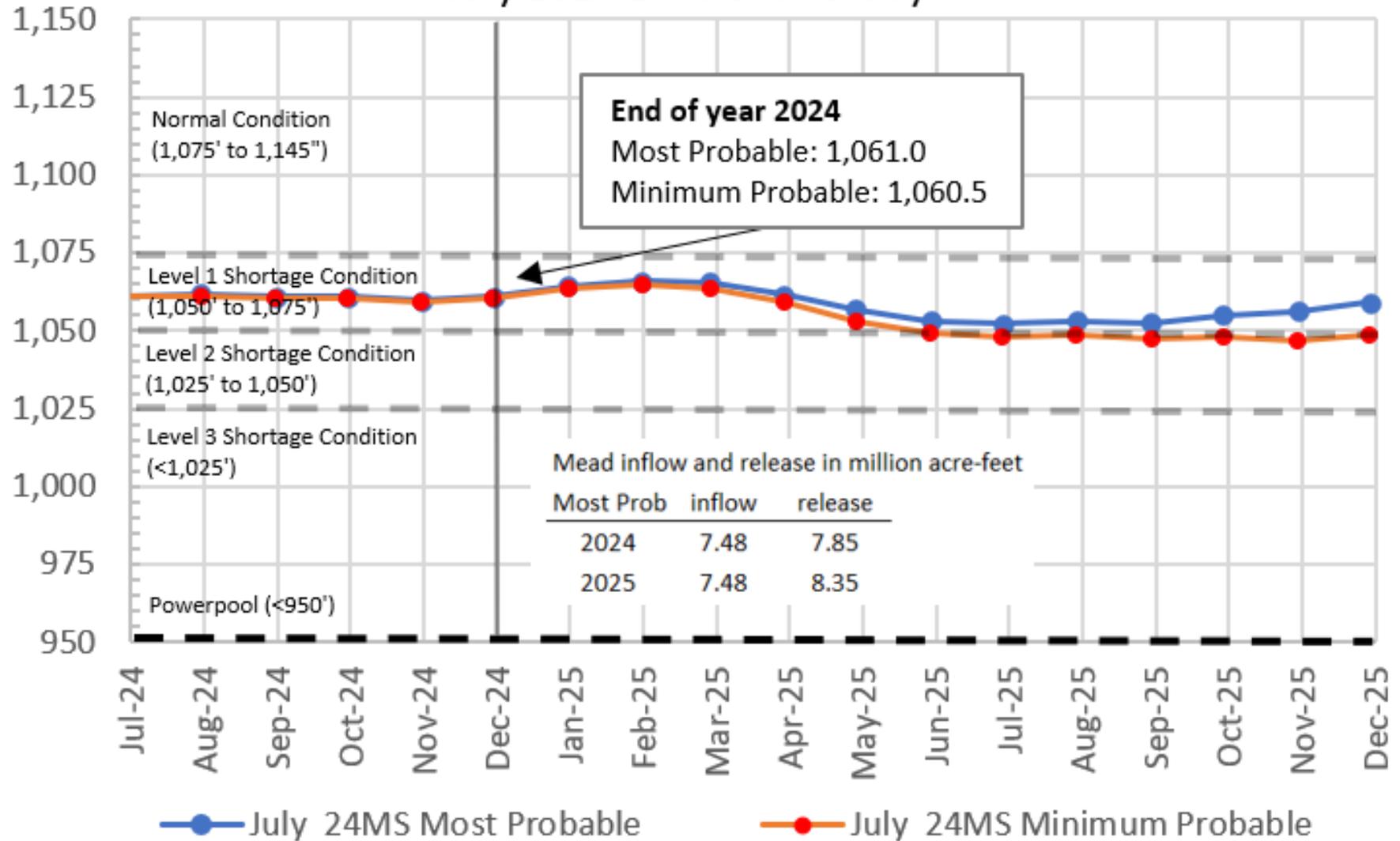


August 5, 2024 elevation: 3,583.9 feet



# Lake Mead End-of-Month Elevations

## July 2024 24 Month Study



August 5, 2024 elevation: 1,061.4 feet

# Water Use In Southern Nevada

## 2024 January-June Southern Nevada Water Use<sup>1</sup>

Acre-Feet

Nevada Annual Allocation	300,000
Drought Contingency Plan contribution	-8,000
Interim Guidelines Shortages	-13,000
Diversions	212,400
Return Flow Credits	124,080
Consumptive Use	88,321 (4.3% increase compared to last year)

<sup>1</sup> 2024 Consumptive use data is preliminary.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF AUGUST 13, 2024**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF AUGUST 13, 2024**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF AUGUST 13, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF AUGUST 13, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, September 10, 2024, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF AUGUST 13, 2024**

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

**STAFF COMMENTS AND BACKGROUND:**