

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF APRIL 8, 2025**

**SUBJECT:** *For Possible Action:* Approve Second Amendment to Interlocal Agreement Contract CRCPDP-200 between the Colorado River Commission of Nevada and Clark County Water Reclamation District for the Construction, Operation and Maintenance of Electric Facilities and include a requirement for the Commission to perform a feasibility study as requested in an amount not to exceed \$100,000.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommend the Commission approve the contract amendment and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

Authorizing an additional amount not to exceed \$100,000.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background**

In 2009, the Colorado River Commission of Nevada (Commission) entered an Interlocal Agreement, CRCPDP-200, with the Clark County Water Reclamation District (CCWRD) for the Commission to oversee the construction, operation and maintenance of certain electric facilities for CCWRD.

In September of 2021, the Commission approved the First Amendment to the Interlocal Agreement to extend the contract term and added up to \$600,000 to be paid by CCWRD to the Commission for work performed under the agreement.

Currently, the CCWRD desires a Second Amendment to the Interlocal Agreement to have the Commission perform additional work, specifically:

*The Commission will prepare a Pre-Design Study for a VAR Balancer System ("Feasibility Study") to indicate the substation capability for paralleling in automatic voltage mode and indicate improvements required to be designed and constructed for the system to work.*

*CCWRD will pay for the Feasibility Study currently estimated not-to-exceed one hundred thousand dollars (\$100,000). See Second Amendment No. 2, Section 4.*

Staff are seeking approval of the Second Amendment so that the Power Delivery Group may perform the Pre-Design Study for a VAR Balancer System that CCWRD requested.

**B. Staff's Recommendation**

Staff recommend the Commission approve the Second Amendment to the Interlocal Agreement so that the Commission's Power Delivery Group can undertake the Feasibility Study for CCWRD.

**SECOND AMENDMENT TO INTERLOCAL  
AGREEMENT CONTRACT NO. CRCPDP-200  
BETWEEN THE  
COLORADO RIVER COMMISSION OF  
NEVADA AND THE  
CLARK COUNTY WATER RECLAMATION  
DISTRICT FOR THE  
CONSTRUCTION, OPERATION AND  
MAINTENANCE OF ELECTRIC FACILITIES**

**1. PARTIES**

This SECOND AMENDMENT TO INTERLOCAL AGREEMENT (“Second Amendment”) is made pursuant to Nevada Revised Statutes (“NRS”) Chapter 277, between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“Commission” or “CRC”), acting both as a principal on its own behalf and as an agent on behalf of the State, and the CLARK COUNTY WATER RECLAMATION DISTRICT (“CCWRD” or “Contractor”), a political subdivision of the State of Nevada created pursuant to NRS Chapter 318.

**2. EXPLANATORY RECITALS**

- 2.1 NRS 538.166 authorizes the CRC to construct, operate and maintain utilities for the generation and transmission of electricity; and NRS 704.787 authorizes the CRC to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (“SNWA”) member agencies for their water and wastewater operations. The CCWRD is a member of SNWA.
- 2.2 CRC and CCWRD executed that certain INTERLOCAL AGREEMENT CONTRACT No. CRCPDP-200 (the “Original Interlocal”), a copy of which is attached as **Exhibit 1**, for the construction, operation and maintenance of electric facilities supporting its main facility, the Flamingo Water Resource Facility, at 5857 E. Flamingo Rd., Las Vegas, NV 89122. The Original Interlocal was amended to include additional Facilities (the “First Amendment”). The Original Interlocal and the First Amendment shall collectively be referred to as the “Interlocal Agreement.”
- 2.3 CRC and CCWRD by written letter agreement extended the term of the Interlocal Agreement to June 10, 2029, a copy of which is attached as **Exhibit 2**.
- 2.4 CRC is currently operating and maintaining the Facilities as defined in the Interlocal Agreement which is a portion of CCWRD’s electrical facilities.
- 2.5 CCWRD installed secondary side feeder ties at their Central Plant West Campus and East Campus facilities. With these feeder ties, it is not possible to enable the automatic voltage adjustments via transformer On-Load Tap Changers that are currently available

without a VAR Balancer control system due to the circulating VAR flows generated across the system increasing wasted energy usage and possibly overloading the transformers.

- 2.6 CCWRD requests the CRC procure a VAR Balancer Feasibility Study to determine the compatibility of the existing system to integrate a VAR Balancer Control System, or any additional equipment or system adjustments that may be required to allow the paralleling of the Rochelle, Surge Pond, and AWT Substations on the secondary side simultaneously.
- 2.7 The parties agree to amend the Interlocal Agreement to require the CRC to procure the VAR Balancer Feasibility Study and for CCWRD to pay for the same.

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

### **3. INCORPORATION OF RECITALS**

The Explanatory Recitals set forth above in Section 2 are incorporated herein as terms to this Second Amendment.

### **4. VAR BALANCER FEASIBILITY STUDY**

- 4.1 The CRC will prepare a Pre-Design Study for a VAR Balancer System (“Feasibility Study”) to indicate the substation capability for paralleling in automatic voltage mode and indicate improvements required to be designed and constructed for the system to work.
- 4.2 CCWRD will pay for the Feasibility Study currently estimated not-to-exceed one hundred thousand dollars (\$100,000).
- 4.3 All other provisions within the Interlocal Agreement that must be amended to give effect to the purpose and intent of the Second Amendment are hereby amended.

### **5. INCORPORATION OF INTERLOCAL AGREEMENT**

The Interlocal Agreement (including any amendments thereto) is hereby incorporated herein in its entirety, and except as specifically amended herein, all provisions of the Interlocal Agreement remain in full force and effect.

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IN WITNESS WHEREOF the Parties have executed this Second Amendment as of the date set forth below.

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

By \_\_\_\_\_  
Printed: Eric Witkoski  
Title: Executive Director  
Date: \_\_\_\_\_

APPROVED AS TO FORM

By \_\_\_\_\_  
Printed: Michelle Briggs  
Title: Special Counsel,  
Attorney General's Office  
Date: \_\_\_\_\_

**CLARK COUNTY WATER  
RECLAMATION DISTRICT**

By: Thomas A. Minwegen  
Printed: Thomas Minwegen  
Title: General Manager  
Date: 3-24-2025

APPROVED AS TO FORM

By: D Stoft  
Printed: David Stoft  
Title: General Counsel  
Date: 3/24/25

EXHIBIT 3

**VAR Balancer System  
Scope of Work**

AMENDMENT TO  
**CONTRACT NO. CRCPDP-200**  
BETWEEN THE  
**COLORADO RIVER COMMISSION OF NEVADA**  
AND THE  
**CLARK COUNTY WATER RECLAMATION DISTRICT**  
FOR THE  
**CONSTRUCTION, OPERATION AND MAINTENANCE**  
**OF ELECTRIC FACILITIES**

CLARK COUNTY WATER RECLAMATION DISTRICT  
SCOPE OF WORK

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CLARK COUNTY WATER RECLAMATION DISTRICT  
SCOPE OF WORK

A. EXECUTIVE SUMMARY

The Clark County Water Reclamation District (CCWRD) has requested that the Colorado River Commission of Nevada (CRC) purchase materials, and design, construct, operate and maintain CCWRD-owned substations and medium voltage distribution facilities to be located at the CCWRD Central Plant and Advanced Water Treatment facilities at 5857 East Flamingo Road in Las Vegas, Nevada 89122.

CRC is agreeable to purchasing materials, and designing, constructing, operating and maintaining CCWRD's facilities, subject to the terms set forth in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC to establish specific roles and responsibilities.

As indicated in this Scope of Work, CRC will provide a Pre-Design Study for a VAR Balancer System such that the three substations will be capable of paralleling in automatic voltage mode, for an estimated pass through Cost of One Hundred Thousand Dollars (\$100,000.00). This amount does not include the cost of work beyond the study.

B. BACKGROUND

The CCWRD has been construction additional facilities at its Central Plant West Campus and East Campus facilities. These facilities will increase electrical load. A VAR Balancer System is being reviewed to increase electrical distribution reliability and reduce onsite electrical switching risk.

The existing Rochelle and AWT substations are currently served from several substations and distribution feeders owned and operated by NV Energy.

Three substations serve the existing and planned increase in load. These substations are:

- Surge Pond
- Rochelle
- AWT

From these substations, underground distribution circuits will be constructed that will tie to the existing underground feeders at the site and to new 15-kV switchgear. Single line diagram depicting the planned substation facilities and the new underground distribution circuits are provided in Appendix A.

The exiting substations will continue to be interconnected to existing NV Energy 69-kV transmission lines. Through an agreement between CCWRD and NV energy, NV Energy has the loop-in and loop-out of its Winterwood-Clark 69-kV transmission line to serve the Surge Pong Substation. NV Energy loop-in and loop-out of its Winterwood Henderson 69-Kv transmission line to serve the Rochelle Substation and a loop-in and loop-out of its Winterwood-Linquist 69-kV transmission lines to serve the AWT Substation.

#### C. UTILITY RESPONSIBILITY

NV Energy is currently the electric utility responsible for electric transmission service to the CCWRD at the FWRC. No change in utility responsibility is being consisted at this time. The purchase of energy from the CRC is pursuant to a separate agreement.

#### D. CRC ROLE AND RESPONSIBILITY

The CCWRD has requested the CRC purchase materials, and design, construct, operate and maintain electric facilities for the required substations and medium voltage distribution circuits to designed demarcation points as discussed later in this Scope of Work. The electrical facilities located at FWRC will remain under the ownership of the CCWRD.

The details of CRC's roles and responsibilities will be provided in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC. The details will be based upon the Scope of Work, demarcation points, schedules and costs contained within this Scope of Work.

No change in responsibility for the 69-kV transmission line is contemplated. These exiting NV Energy 69-kV transmission line will continues to be owned and operated by NV Energy.



E. FUNDING

The CCWRD will provide monthly payment to the CRC for the Pre-Design Study. As project work progresses, the CRC will prepare updates of the project cost estimate and cash flow statement and once approved by the CCWRD, these will serve as the basis for future payments. CRC will provide CCWRD with monthly updates of invoices and payroll expenses.

F. PRIOR SUBSTATION DESIGN AND MATERIAL PROCUREMENT

No prior material has been procured.

G. PRIOR DISTRIBUTION CIRCUIT DESIGN

No prior distribution circuit design is required.

H. SUBSTATION DESIGN AND CONSTRUCTION SCOPE OF WORK

The CRC will prepare a Pre-Design Study for a VAR Balancer System to indicate the substation capability for paralleling in automatic voltage mode and indicate improvements required to be designed and constructed for the system to work.

I. DISTRIBUTION FEEDER DESIGN AND CONSTRUCTION SCOPE OF WORK

No additional distribution feeder design and construction is required.

J. PERMITTING

As part of the CCWRD's overall expansion and modification of the FWRC facilities, the CCWRD will obtain any necessary permits.

K. SUBSTATION DESIGN

The CRC will review the Study and recommendations.

L. DEMARCATIION POINTS CRC – NV ENERGY

For design and construction purposes, the demarcation point between NV Energy responsibility and CRC responsibility is the three-ole, self-supporting, 69-kV line termination structures set inside the substation fence. CRC proposes NV Energy retain all work associated with these structures. CRC proposes all work downstream of these structures to be performed by CRC within the substation.

M. DEMARCATIION POINTS CRC - CCWRD

For design and construction purposes, the proposed demarcation point for ductbank construction responsibility between CCWRD and CRC will be the first vault located outside of each substation as shown by Appendices A. The CCWRD will set and install these designated vaults and all downstream ductbanks.

For 15-kV cable installation, the CRC will be responsible for installation and termination of all cable between the substations and the CCWRD 15-kV intermediate switches if any.

For operation and maintenance purposes, CRC will operate and maintain all CCWRD equipment and devices within the substation fences. CRC will operate and maintain all distribution feeders between the substation and the CCWRD switchgear, unless CCWRD requests to retain this responsibility in any subsequent operation maintenance agreement.

N. METERING

CRC will maintain exiting metering in the substation. No changes are required in this scope.

O. CRC COMMUNICATIONS

The CRC will continue to remotely monitor and operate the planned substation facilities. This is accomplished from CRC's control center located at the Newport Substation complex in Henderson, Nevada.

P. NV ENERGY COMMUNICATIONS

CRC is unaware of NV Energy required communications to primary metering at the new substations. The nature of required communication will be determined in consultation with the CCWRD and NV Energy. The cost of any equipment to support NV Energy communication requirements has not been included in the cost estimates in this Scope of Work.

Q. STATION SERVICE POWER

Station service power for each of the substations comes from a single phase, complexly self-protected 7200-240/120-volt, 100 kVA station power transformer located at each substation. No changes are required.

R. FENCING

No changes to exiting Fencing will be required.

S. SCHEDULE

Work is expected to commence in 2025.

T. ESTIMATED COST

For planning purposes, CRC has estimated the costs to be One Hundred Thousand Dollars (\$100,000.00).

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
CONTRACT NO. CRCPDP-200  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND THE  
CLARK COUNTY WATER RECLAMATION DISTRICT  
FOR THE  
CONSTRUCTION, OPERATION AND MAINTENANCE  
OF ELECTRIC FACILITIES**

**1. PARTIES**

This FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“First Amendment”) is made pursuant to Nevada Revised Statutes (“NRS”) Chapter 277, between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“Commission” or “CRC”), acting both as a principal on its own behalf and as an agent on behalf of the state, and the CLARK COUNTY WATER RECLAMATION DISTRICT (“CCWRD” or “Contractor”), a political subdivision of the State of Nevada created pursuant to NRS Chapter 318.

**2. EXPLANATORY RECITALS**

- 2.1 NRS 538.166 authorizes the CRC to construct, operate and maintain utilities for the generation and transmission of electricity; and, NRS 704.787 authorizes the CRC to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (“SNWA”) and its member agencies for their water and wastewater operations. The CCWRD is a member of the SNWA.
- 2.2 CRC and CCWRD entered into that certain INTERLOCAL AGREEMENT CONTRACT NO. CRCPDP-200 (the “Original Interlocal”), a copy of which is attached as **Exhibit 1**, for the construction, operation and maintenance of electric facilities supporting its main facility, the Flamingo Water Resource Facility, at 5857 E. Flamingo Rd., Las Vegas, NV 89122 (the “FWRC”).
- 2.3 CRC and CCWRD by written letter agreement extended the term of the Original Interlocal to June 10, 2024, a copy of which is attached as **Exhibit 2**.
- 2.4 CCWRD is designing an expansion of its wastewater treatment facilities at the FWRC, which will require an additional power load.
- 2.5 CRC and CCWRD desire to amend the Original Interlocal to allow for the expansion of electric facilities to support the expansion of wastewater treatment facilities at the FWRC, which expansion is described and depicted in **Exhibit 3** Scope of Work attached hereto (the “Facilities Expansion”).
- 2.6 The CRC is willing to purchase materials and design, construct, operate and maintain the additional facilities comprising the Facilities Expansion and the CCWRD is willing to fund the cost of same.

**IN CONSIDERATION** of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

### 3. INCORPORATION OF RECITALS

The Explanatory Recitals set forth above in Section 2 are incorporated herein as terms to this First Amendment.

### 4. INCORPORATION OF ORIGINAL AGREEMENT

The Original Agreement (including any amendments thereto) is hereby incorporated herein in its entirety, and except as specifically amended herein, all provisions of the Original Agreement remain in full force and effect.

### 5. EXPANSION OF FACILITIES

- 5.1 Section 3.9 of the Original Agreement is hereby amended to provide that “Facilities” includes the Facilities Expansion.
- 5.2 Section 4 of the Original Agreement is hereby amended to provide that the Term may be renewed for up to a total of six (6) five (5) year terms.
- 5.3 Section 6.2 of the Original Agreement is hereby amended to provide for a not-to-exceed amount of six hundred thousand dollars (\$600,000) for the Facilities Expansion.
- 5.4 Section 6.3 of the Original Agreement is hereby amended to provide that the CRC shall use its best efforts to ensure that the Facilities Expansion is operational by September 1, 2023.
- 5.5 Section 7.3 of the Original Agreement is hereby amended to provide that the CRC shall prepare and submit to the CCWRD on or before December 1, 2021, or at such later time as the CCWRD Manager of Engineering and the CRC Assistant Director of Engineering and Operations may agree in writing, a proposed Construction Budget for all Project Costs for Project Work for the Facilities Expansion.
- 5.6 Section 13 of the Original Agreement is hereby amended to provide that the CRC and the CCWRD shall jointly determine and agree on the type and amount of insurance coverage for the Facilities Expansion no later than December 1, 2021.
- 5.7 Section 16.1 of the Original Agreement is hereby amended to provide that notices should be sent to the persons specified below:

**To the CRC:**

Eric P. Witkoski, Executive Director  
Colorado River Commission of Nevada  
555 East Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Phone No.: (702) 486-2686  
Fax No.: (702) 486-2695  
E-mail: [ewitkoski@crc.nv.gov](mailto:ewitkoski@crc.nv.gov)

**To the CCWRD:**

Thomas Minwegen, General Manager  
Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, Nevada 89122  
Phone No.: (702) 668-8143  
Fax No.: (702) 668-9160  
E-mail: [tminwegen@cleanwaterteam.com](mailto:tminwegen@cleanwaterteam.com)

5.8 All other provisions within the Original Agreement that must be amended to give effect to the purpose and intent of this First Amendment are hereby amended.

IN WITNESS WHEREOF the Parties have executed this First Amendment as of the date set forth below.

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


By:   
Eric Witkoski (Sep 15, 2021 12:59 PDT)

Printed: Eric Witkoski

Title: Executive Director

Date: Sep 15, 2021

CLARK COUNTY WATER RECLAMATION DISTRICT

By: 

Printed: Thomas Minwegen

Title: General Manager

Date: 10-20-2021

APPROVED AS TO FORM

By: 

Printed: Christine Guerci-Nyhus

Title: Special Counsel, Attorney General

Date: Sep 15, 2021

APPROVED AS TO FORM

By: 

Printed: David Stoft

Title: General ~~Manager~~ Counsel

Date: 10/9/21

# STATE OF NEVADA

## COLORADO RIVER COMMISSION OF NEVADA



**INTERLOCAL AGREEMENT  
CONTRACT NO. CRCPDP-200  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND THE  
CLARK COUNTY WATER RECLAMATION DISTRICT  
FOR THE  
CONSTRUCTION, OPERATION AND MAINTENANCE  
OF ELECTRIC FACILITIES**

**INTERLOCAL AGREEMENT  
CONTRACT NO. CRCPDP-200  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
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**INTERLOCAL AGREEMENT  
CONTRACT NO. CRCPDP-200  
BETWEEN THE  
COLORADO RIVER COMMISSION OF NEVADA  
AND THE  
CLARK COUNTY WATER RECLAMATION DISTRICT  
FOR THE  
CONSTRUCTION, OPERATION AND MAINTENANCE  
OF ELECTRIC FACILITIES**

**1. PARTIES**

This INTERLOCAL AGREEMENT CONTRACT is made pursuant to Nevada Revised Statutes (“NRS”) Chapter 277, between the State of Nevada, acting by and through its COLORADO RIVER COMMISSION OF NEVADA (“Commission” or “CRC”), acting both as a principal on its own behalf and as an agent on behalf of the state, and the CLARK COUNTY WATER RECLAMATION DISTRICT (“CCWRD” or “Contractor”), a political subdivision of the State of Nevada created pursuant to NRS Chapter 318.

**2. EXPLANATORY RECITALS**

- 2.1. The CRC proposes to purchase materials and design, construct, operate and maintain facilities (“Facilities”) for the CCWRD depicted in the Scope of Work, attached hereto as Exhibit 1, which is incorporated herein in its entirety.
- 2.2. NRS 538.166 authorizes the CRC to construct, operate and maintain utilities for the generation and transmission of electricity; and, NRS 704.787 authorizes the CRC to sell electricity and provide transmission and distribution services to the Southern Nevada Water Authority (“SNWA”) and its member agencies for their water and wastewater operations. The CCWRD is a member of the SNWA.
- 2.3. The CRC is willing to purchase materials and design, construct, operate and maintain the Facilities and the CCWRD is willing to fund the cost of the CRC’s purchase of materials, design, construction, operation and maintenance of the Facilities.

**IN CONSIDERATION** of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

**3. DEFINITIONS**

- 3.1. As used in this Contract, except as expressly provided or unless the context otherwise requires, the words and terms defined in subsections 3.2 to 3.16, inclusive, when initially capitalized and whether in singular or plural, have the meanings ascribed to

- them in those subsections.
- 3.2. **“Commission”** means the Colorado River Commission of Nevada (“CRC”) or the executive director of the Commission, acting on behalf of the Commission.
  - 3.3. **“BOT”** means the Board of Trustees which is the governing body of the Clark County Water Reclamation District.
  - 3.4. **“Construction Budget”** means the budget for all costs of purchasing materials and designing, bidding and constructing the Facilities, which is approved by the BOT and described in section 7 of this Contract.
  - 3.5. **“Construction Schedule”** means the Construction Schedule developed and updated by the CRC for the design and construction of the Facilities.
  - 3.6. **“Contract”** means this Contract No. CRCPDP-200 between the CRC and the CCWRD.
  - 3.7. **“Emergency”** is an abnormal system condition, which requires immediate manual or automatic action to protect the health and safety of the workmen or the public; to prevent loss of firm load, or equipment damage; or to prevent tripping of the system elements that could adversely affect the reliability of the electric facilities.
  - 3.8. **“Executive Director”** means the executive director of the CRC, or his or her designee.
  - 3.9. **“Facilities”** means the 69-kv substations and accompanying distribution systems to be designed and constructed by the CRC for CCWRD, that are depicted in Exhibit 1 Scope of Work.
  - 3.10. **“Operational”** means having been constructed, installed, and placed in service in accordance with the designs and specifications applicable thereto and being capable of continuous use for the delivery of energy, subject to de-energization for short periods of time to complete design modifications, warranty repairs, or correction of minor items discovered during testing and checkout.
  - 3.11. **“Operation and Maintenance Budget”** means the budget for all costs of operating, maintaining, repairing and replacing the Facilities, which is described in section 11 of this Contract.
  - 3.12. **“Party” or “Parties”** means the CRC or the CCWRD, or both, as the case may be.
  - 3.13. **“Project Cost”** means all costs incurred by the CRC for the performance of Project Work as described in paragraph 3.14 of this Contract, including the CRC’s reasonable administrative costs in connection therewith.
  - 3.14. **“Project Work”** means all work performed by CRC to purchase materials and design, permit, construct, and to place in full operational service the Facilities requested herein and as described in Exhibit 1 Scope of Work.

- 3.15. **“Prudent Utility Practices”** means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. The term is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to the acceptable practices, methods, or acts generally accepted in the Western Systems Coordinating Council region.
- 3.16. **“Uncontrollable Force”** means any cause beyond the reasonable control of the Party affected, including but not limited to failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, accident, unlawful actions or omission by others, restraint by court or public authority, which, by exercise of due diligence and foresight, the Party could not reasonably have been expected to avoid. Uncontrollable Force is expressly understood to include the inability to acquire for any particular Component of the Facilities the necessary environmental permits, land use or other required authorizations from the United States, or other permits or authorizations.

#### **4. TERM OF CONTRACT**

This Contract shall become effective on the date when it is fully executed. The initial period of the contract shall be a term of five (5) years, unless it is terminated early as otherwise provided in section 14 of this Contract. This Contract may be renewed for up to four (4) five (5) year terms, with written agreement of the Parties ninety (90) days prior to the termination date.

#### **5. FACILITIES**

The CRC shall construct the Facilities depicted in Exhibit 1 Scope of Work.

#### **6. DEVELOPMENT OF THE FACILITIES**

- 6.1. Design and Construction. The CRC shall design and construct the Facilities in accordance with Prudent Utility Practice, the latest edition of the National Electric Safety Code, and the latest edition of the National Electrical Code. The Parties shall meet as requested by either Party to coordinate design efforts.
- 6.2. Not-to-Exceed-Amount. CRC shall design and construct the Facilities, and perform Operation and Maintenance of the Facilities for the first 90 days, for a not-to-exceed amount of twelve million three hundred thousand dollars (\$12,300,000.00).

- 6.3. Completion Date. The CRC shall use its best efforts to ensure that the Facilities are operational by April 16, 2010. The foregoing date shall be extended (1) as the CRC and the CCWRD may agree as evidenced by amendment of this Contract, or (2) if, and to the extent, the CRC is prevented from meeting such date by reason of (i) an Uncontrollable Force, or (ii) any failure of the CCWRD to give approvals, obtain permits or provide funding to the CRC pursuant to this Contract.
- 6.4. Designs and Specifications. The CRC shall develop designs and specifications for the Facilities. The CRC shall provide designs and specifications to the CCWRD for review, on a schedule agreed upon by the CCWRD Manager of Engineering and the CRC Assistant Director of Engineering and Operations, which shall be prior to the dates on which the CRC anticipates first issuing a request for bids, issuing a request for proposals, or entering into a contract for the procurement of materials or construction services.
- The CCWRD's review shall be for the limited purpose of determining that the designs and specifications are in conformity with this Contract. Upon written approval by the CCWRD Manager of Engineering, the designs and specifications submitted by the CRC shall be deemed acceptable to the CCWRD. Any modifications to designs or specifications similarly shall be subject to approval of the CCWRD, other than field modifications made after award of the relevant contract that do not increase the cost of the Project Work by more than one percent (1%) when considered individually, or ten percent (10%) when considered collectively with all other field modifications. CRC shall provide promptly to the CCWRD records of such field modifications.
- 6.5. Construction Schedule. The CRC shall develop and regularly update a construction schedule using Microsoft Project® that shall serve as the design and construction schedule for the Facilities. The CRC shall provide to the CCWRD the construction schedule, and all revisions thereto. Upon written approval by the CCWRD Manager of Engineering, the construction schedule, and all revisions thereto, shall be deemed acceptable to the CCWRD.
- 6.6. Required Land for the Facilities. The CCWRD owns all interest in real property necessary for the construction and operation of the Facilities.
- 6.7. Grant of Access. The CCWRD grants to the CRC, all easements, rights-of-way, licenses, permits, or other access rights to enter upon real property in which the CCWRD has an interest or upon which the CCWRD is entitled to enter, to the extent necessary for the CRC to complete the Project Work and for operation and maintenance of the Facilities. CRC employees and contractors shall comply with

- CCWRD security procedures when they access CCWRD property in carrying out their duties under this Contract.
- 6.8. Permitting. The CCWRD shall prepare, or cause to be prepared, any environmental impact statement, environmental assessment, or other document required by any applicable land such as the National Environmental Policy Act, the Endangered Species Act, the National Historic Preservation Act, section 404 of the Clean Water Act, or similar local, state and federal environmental law to the extent such documents are not prepared by a local, state or federal agency. The CCWRD shall have the responsibility for obtaining all environmental permits for the Facilities under local, state or federal law, including but not limited to any permits required from the Corps of Engineers, the U.S. Fish and Wildlife Service, and the Nevada Division of Environmental Protection.
- 6.9. Cooperation. The Parties shall assist each other by providing documentation and providing other forms of support as needed for obtaining right of way, permitting, and other authorizing processes.
- 6.10. Design and Construction Authorized Representatives. After approval of this Interlocal Agreement Contract the CRC and the CCWRD shall each identify in writing a designated representative, and at any time a Party may identify in writing a designated alternate to that representative, for design and construction matters (“D&C Authorized Representative”). The D&C Authorized Representative shall serve as the point of contact and coordination of design, material procurement and construction matters. Either Party may change the designation of its D&C Authorized Representative and its alternate, upon written notice given to the other and confirmed promptly by written notice.
- 6.11. Meetings. The D&C Authorized Representatives of the Parties shall meet at least monthly, at such time(s) as may be mutually agreed upon, to review design and construction issues or other matters relating to the Facilities.
- 6.12. Start of Construction. Nothing in this Contract obligates the CRC to initiate construction of the Facilities until all required permits and authorizations have been obtained.
- 6.13. Operational Status. The CRC shall provide written notice to the CCWRD when the Facilities become Operational.

## **7. PROJECT COSTS, BUDGETS AND PAYMENTS**

- 7.1. Project Costs. Project Costs shall include the following:
- 7.1.1. All direct, indirect and overhead costs of construction of the Facilities.

- 7.1.2. All costs, including any rental charges, of materials, supplies, tools, machinery, equipment and apparatus used in connection with the Facilities.
- 7.1.3. All costs of labor, services, and studies provided or performed for the design or development of the Facilities.
- 7.1.4. All premiums, deductibles, and other costs of project insurance, which shall include, but not be limited to insurance for builders' risk, arising out of or resulting from this Contract or developing the Facilities.
- 7.1.5. All federal, state or local taxes of any character imposed upon the Facilities, if applicable.
- 7.1.6. Payroll of the CRC's staff that perform work relating to the Facilities, including customary labor loading charges applicable thereto, such as Social Security tax, federal or state unemployment taxes, and time-off allowances; and other expenses the CRC incurs in development of the Facilities.
- 7.1.7. CRC's allocated administrative and general expenses to cover the costs of services rendered by it in development of the Facilities.
- 7.2. Fee for Service. The CRC shall not be entitled to a fee, price, percentage, or any other compensation over and above the costs of services rendered by them in the performance of the Project Work.
- 7.3. Construction Budget. The CRC shall prepare and submit to the CCWRD on or before June 30, 2009, or at such later time as the CCWRD Manager of Engineering and the CRC Assistant Director of Engineering and Operations may agree in writing, a proposed Construction Budget for all Project Costs for Project Work. All Construction Budget Project Costs for Project Work are subject to the CCWRD BOT approval, therefore, the proposed Construction Budget shall separately state design, material and construction costs. In addition, the proposed Construction Budget must reflect expected expenditures by calendar year month and inflationary increases, if any. The proposed Construction Budget shall include those costs incurred by the CRC for Project Work prior to the submission of the Construction Budget to the CCWRD. Such costs incurred prior to the submission of the Construction Budget shall be included in the amount shown in the Construction Budget for the first month following the date of approval of the Construction Budget. Once the Construction Budget has been approved by CCWRD BOT, the CCWRD Manager of Engineering shall provide an approved budget (in writing) to CRC and such budget shall constitute the Construction Budget.
- 7.4. Adherence to Construction Budgets. The CRC shall expend, or authorize the expenditure of funds for Project Work only in conformity with the then-effective

- Construction Budget. The CCWRD shall compensate the CRC for Project Costs as agreed upon by the Parties in the Construction Budget.
- 7.5. Funding Advances and Billing Process. Funding advances and billing shall be processed in accordance with Section E of Exhibit 1 Scope of Work.
- 7.6. Tracking Expenditures. The CRC shall record, track and monitor expenditures for work performed pursuant to this Contract, and monthly provide CCWRD with records of invoices and payroll. If at any time the CRC becomes aware that the monthly amounts or the total Construction Budget amount shall be exceeded by the CRC, then the CRC shall submit to the CCWRD a proposed revision to the Construction Budget.
- 7.7. Revisions to the Construction Budget. Should it become necessary, the CRC may propose revisions to the Construction Budget after the Construction Budget has been approved by the CCWRD Manager of Engineering. Proposed revisions to the Construction Budget, along with a written explanation of the basis for the change, shall be submitted to the CCWRD for consideration. Once approved in writing by the CCWRD Manager of Engineering, the revised budget which may be subject to CCWRD BOT approval, shall constitute the Construction Budget.
- 7.8. Failure to Agree on Construction Budgets or Provide Advance Funding. If (1) the CCWRD and the CRC fail to agree upon the Construction Budget or any revision thereto requiring BOT approval, or (2) the CCWRD fails to advance funds to the CRC pursuant to this Contract, then the Authorized D&C Representatives shall meet within fourteen (14) days to attempt to develop an alternative design to meet CCWRD budget constraints. In the event that the Authorized D&C Representatives cannot resolve the issues and finalize the Construction Budget or funding issue, they shall provide to the CCWRD General Manager and the CRC Executive Director a written document identifying the issues under dispute and presenting each Party's proposed resolution of each issue. The CCWRD's General Manager and the CRC's Executive Director shall meet within seven (7) days of receipt of this document, and attempt to resolve the issues set forth therein. In the event that the CCWRD General Manager and the CRC's Executive Director cannot resolve the issues and finalize the Construction Budget or funding issue, this Contract shall be deemed terminated, and the CRC shall be under no obligation to continue to develop the Facilities. Such termination shall not affect the CRC's legal rights, including the right to collect all amounts owed to the CRC by the CCWRD, if any. Such amounts may include, without limitation, unfunded Project Costs. It is the intention of the Parties that the CRC shall not be required to ever advance any funds or provide any construction



services unless it has received funds in advance from the CCWRD.

- 7.9. Final Accounting. Within one hundred and twenty calendar (120) days after the completion of construction and development, the CRC shall determine the actual Project Costs for the Facilities, and shall forward such information to the CCWRD.
- 7.10. Refunds. If the actual cost is less than the amount advanced by the CCWRD as determined by the final accounting, and the construction of the facilities is either completed or terminated, the CRC shall refund the difference within thirty (30) days following completion or termination of the work. Neither Party shall pay interest on refunds.

## **8. OWNERSHIP OF PROPERTY**

It is understood and agreed by the Parties that Facilities constructed or caused to be constructed by the CRC pursuant to this Contract are and shall remain the exclusive property of the CCWRD.

## **9. ENERGY PURCHASES AND SALES**

The purchase or sale of energy by either Party to the other Party shall be done pursuant to a separate agreement between the Parties.

## **10. OPERATION AND MAINTENANCE**

- 10.1. Division of Responsibility. The CRC shall operate and maintain the Facilities.
- 10.2. Operation and Maintenance Practices. Operation and maintenance of the Facilities shall be in accordance with Prudent Utility Practice.
- 10.3. Switching at the CCWRD Substation. All switching for clearance purposes within the fenced perimeter of the CCWRD Substation shall be under the direction and operational jurisdiction of the CRC, as set forth in sections L and M of Exhibit 1 Scope of Work.
- 10.4. Interconnected Utility Clearances. Upon request, and proper scheduling, each Party shall issue to the other, an interconnected utility clearance, in accordance with Prudent Utility Practices.
- 10.5. O&M Authorized Representatives. Thirty (30) calendar days before any Component of the Facilities becomes Operational, the CRC and the CCWRD shall each identify in writing a designated representative, and at any time a Party may identify in writing a designated alternate to that representative, for operation and maintenance matters (“O&M Authorized Representative”). The O&M Authorized Representative shall serve as the point of contact and coordination for operation and maintenance matters, including but not limited to switching procedures, clearances, standard operating procedures, maintenance plans and programs, and budgets. Either Party may change the

- designation of its O&M Authorized Representative and its alternate, upon written notice given to the other and confirmed promptly by written notice.
- 10.6. Meetings. The O&M Authorized Representatives of the Parties shall meet at least annually, no later than February 15<sup>th</sup>, and at such other time(s) as may be mutually agreed upon, to review budgets, to coordinate operation and maintenance schedules and to discuss other matters relating to the Facilities.
- 10.7. Standard Operating Procedures. The O&M Authorized Representatives of the Parties shall establish and agree to guidelines and operating procedures and any other matters relating to the operation of the Facilities which are not specifically defined herein.

## **11. CHARGE FOR OPERATION AND MAINTENANCE OF THE FACILITIES**

- 11.1. Responsibility. The CCWRD shall be responsible for the cost of the CRC's operation, maintenance, repair and replacement of the Facilities.
- 11.2. Operation and Maintenance Budget. Thirty (30) calendar days before any Component of the Facilities becomes Operational, and annually thereafter on or before February 15<sup>th</sup>, the CRC shall prepare and submit to the CCWRD a proposed annual Operation and Maintenance Budget for the Facilities. The periods covered by the Operation and Maintenance Budget shall coincide with the CRC's fiscal year, which runs July 1<sup>st</sup> through June 30<sup>th</sup> of each year. The proposed Operation and Maintenance Budget shall separately state operation, maintenance, and replacement costs, and direct and indirect costs associated with each. The proposed Operation and Maintenance Budget shall reflect expected expenditures by month. Following submission, the O&M Authorized Representatives shall meet to resolve any disputes regarding the proposed Operation and Maintenance Budget. Once approved in writing by the O&M Authorized Representatives and the CCWRD BOT, the submitted budget shall constitute the Operation and Maintenance Budget.
- 11.3. Adherence to Operation and Maintenance Budgets. The CRC shall expend funds to operate, maintain, repair and replace the Facilities only in conformity with the then-effective Operation and Maintenance Budget, except for significant repairs necessitated by Uncontrollable Forces or Emergencies.
- 11.4. Billing Process. The CRC shall issue a monthly bill to the CCWRD based on the Operation and Maintenance Budget for the succeeding month plus any cost incurred by the CRC on behalf of CCWRD to restore service following an Uncontrollable Force or Emergency during the current month.
- 11.5. Tracking Expenditures. The CRC shall record, track and monitor expenditures for work performed related to the operation, maintenance, repair and replacement of the Facilities,

- and monthly provide CCWRD with records of invoices and payroll. If at any time the CRC becomes aware that the monthly amounts or the total Operation and Maintenance Budget amount will be exceeded by the CRC, then the CRC shall submit to the CCWRD a proposed revision to the Operation and Maintenance Budget.
- 11.6. Revisions to the Operation and Maintenance Budget. Should it become necessary, the CRC may propose to CCWRD revisions to the Operation and Maintenance Budget after the Operation and Maintenance Budget has been approved by the O&M Authorized Representatives along with a written explanation of the basis for the proposed revisions. Once approved in writing by the O&M Authorized Representatives and the CCWRD BOT, the approved revised budget shall constitute the Operation and Maintenance Budget.
- 11.7. Annual Accounting. Within sixty calendar (60) days following the end of the CRC's fiscal year, the CRC shall determine the actual operation, maintenance, repair and replacement costs expended on the Facilities, and shall forward such information to the CCWRD.
- 11.8. Refunds. If the actual cost of operation, maintenance, repair and replacement of the Facilities is less than the amount advanced by the CCWRD as determined by the annual accounting, the CRC shall refund the difference to the CCWRD or shall apply the difference to upcoming amounts owed by the CCWRD for operation, maintenance, repair and replacement of the Facilities, as requested by the CCWRD. Neither Party shall pay interest on refunds.

## **12. UNCONTROLLABLE FORCES AND EMERGENCY COSTS**

The CRC shall immediately notify the CCWRD of Uncontrollable Forces or Emergencies that result in the need for repairs which are estimated to require expenditure in excess of five thousand dollars (\$5,000.00) by the CRC. The CRC shall take all actions necessary to restore service promptly and as cost-effectively as possible following an Uncontrollable Force or Emergency. The CCWRD shall compensate the CRC for operation and maintenance of the Facilities as agreed upon by the Parties in the Operation and Maintenance Budget and for costs following an Uncontrollable Force or Emergency.

## **13. INSURANCE**

The Project Work and Facilities shall be covered by insurance paid for by the CCWRD. The CRC and the CCWRD shall jointly determine and agree on the type and amount of insurance coverage for the Facilities no later than September 15, 2009. Insurance shall only be procured from insurance companies authorized to do business in Nevada under a then subsisting certificate

of insurance issued by the Nevada Commissioner of Insurance, and A Best Key Rating of B++ or better.

#### **14. TERMINATION**

- 14.1. Termination. This Contract may be terminated prior to the date specified in section 4 upon any one of the following conditions:
- 14.1.1. By mutual written consent of the Parties.
  - 14.1.2. By the CRC if the CCWRD fails to advance or otherwise provide funds required by this Contract in accordance with Section 7.9.
  - 14.1.3. By the CRC if the CCWRD fails to meet its obligations under this Contract.
  - 14.1.4. By the CCWRD if the CRC fails to meet its obligations under this Contract.
- 14.2. Financial Obligations. Termination of this Contract shall not terminate any Party's financial or performance obligation to any Party hereunder for funds expended or owing under contracts for which payment has been authorized prior to the date of such termination, and such termination shall not impair or be construed to limit a Party's legal right to collect amounts owed, if any, or to compel performance for tasks previously paid for.
- 14.3. Obligation to Construct. Termination of this Contract shall cease the obligation of the CRC to construct, operate or maintain the Facilities, except as required to complete work that CCWRD is paying for under section 14.2.

#### **15. LIABILITY**

- 15.1. Except as herein provided and except to the extent of any matter covered by project insurance, neither Party, nor its respective directors, officers or employees, shall be liable to the other Party for any loss or damage of any kind or nature, including direct, indirect or consequential losses or damages, resulting from the past or future performance or nonperformance of their respective duties or obligations pursuant to this Contract related to the Project. Each Party expressly releases the other Party, and their respective directors, officers, and employees, from any claim, demand, obligation or liability against or of such other Party, its directors, officers, and employees, for any such loss or damage. If any judgment is rendered against either Party, or its respective directors, officers or employees, for any loss or damage which is covered by project specific insurance, but for which for any reason payment is not made to that Party, the Party awarded such judgment shall not execute, levy or otherwise enforce such judgment, including recording or effecting a judgment lien, against the other Party, or its respective directors, officers or employees. Notwithstanding the above provisions, the

- parties do not waive any cause of action, claim, right or remedies against non-Parties for damages which are contributed to or caused by others.
- 15.2. The provisions of this section must not be construed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.

## 16. NOTICES

- 16.1. Any notice, demand or request required or authorized by this Contract must in writing, signed on behalf of the Party by an authorized representative, and delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

**To the CRC:**

George M. Caan, Executive Director  
Colorado River Commission of Nevada  
555 East Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Phone No.: (702) 486-2686  
Fax No.: (702) 486-2695  
E-mail: [gcaan@crc.nv.gov](mailto:gcaan@crc.nv.gov)

**To the CCWRD:**

Richard Mendes, General Manager  
Clark County Water Reclamation District  
5857 East Flamingo Road  
Las Vegas, Nevada 89122  
Phone No.: (702) 668-8143  
Fax No.: (702) 668-9160  
E-mail: [rmendes@cleanwaterteam.com](mailto:rmendes@cleanwaterteam.com)

- 16.2. 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 request hereunder.
- 16.3. In addition to the methods of communication described in subsection 16.1, either Party may use telecopy or facsimile transmission. Communications related to scheduling provided from and to the operating personnel of either Party may be accomplished by electronic mail. Where telecopy, facsimile, or electronic mail is utilized, the sending Party must keep a contemporaneous record of the communication.
- 16.4. This section does not apply to notices, demands or requests of a routine nature, such as a demand for money due. These communications must be given in a manner prescribed by the Authorized Representative.

**17. ASSIGNMENT OF CONTRACT**

This Contract shall be binding on, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns. However, neither Party may assign or otherwise transfer its rights under this Contract without the prior written approval of the other Party, which approval must not be unreasonably withheld. Any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

**18. AUDIT**

The CRC shall retain, and the CCWRD shall have the right to audit, cost records for Project Work, operation, maintenance, repair and replacement of the Facilities, for a given fiscal year for two (2) years following the end of that CRC fiscal year. Thereafter the CCWRD shall not have any right to audit such cost records or to request an adjustment of the costs calculated by the CRC.

**19. ACCESS TO BOOKS AND RECORDS**

Each Party is entitled to free access at all reasonable times to the books and records of the other Party relating to activities under this Contract, with the right at any time during office hours to make copies of those books and records, consistent with the terms of section 18.

**20. DISPUTE RESOLUTION**

- 20.1. Each Party shall designate a senior officer who is authorized to resolve any dispute arising under, out of, or in relation to any provision of this Contract and, unless otherwise expressly provided herein, to exercise the authority of a Party to make decisions by mutual agreement. The Parties agree to attempt in good faith to resolve all such disputes promptly, and to provide each other with reasonable access during normal business hours to any and all records, information, and data pertaining to the dispute.
- 20.2. If such a dispute is not resolved pursuant to subsection 20.1 within thirty (30) days after a Party has received notice referring the dispute to the designated senior officer of the Party, either Party may request that the dispute be submitted to mediation or binding arbitration by the American Arbitration Association (“AAA”). The Party requesting mediation or binding arbitration shall provide notice to the other Party of its request.
- 20.3. The mediation or arbitration must be conducted in accordance with the provisions of this Contract, the applicable provisions of the Uniform Arbitration Act of 2000 in chapter 38 of the NRS, and, where not inconsistent with this Contract and Nevada law, the applicable rules and procedures of the AAA. The mediation or arbitration must be held in Las Vegas, Nevada, or at any other mutually agreed upon location. Each Party shall

- bear its own expenses (including attorneys' fees) with respect to the mediation or arbitration. The Parties shall share the expenses of the mediator or arbitrators equally. The mediators or arbitrators conducting a proceeding under this subsection shall have no authority to award to any Party consequential, incidental, punitive, exemplary, special, or indirect damages, or any lost profits or business interruption damages, whether by virtue of any law or otherwise.
- 20.4. If neither Party to a dispute not resolved pursuant to subsection 20.1 requests mediation or arbitration, the dispute may be brought to any court of competent jurisdiction within the State of Nevada.
- 20.5. If the Parties engage in mediation or arbitration pursuant to this section that does not resolve a dispute, then either party may bring the dispute to any court of competent jurisdiction within the State of Nevada.

## 21. GENERAL CONTRACT PROVISIONS

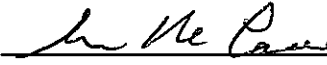
- 21.1. Documents. Each Party agrees, upon request by the other Party, to make, execute, and deliver any and all documents reasonably required to implement the terms, covenants, and conditions of this Contract.
- 21.2. Exhibits. Inasmuch as certain provisions of this Contract may change from time to time during the term hereof, they shall be set forth in amended exhibits agreed upon by the O&M Authorized Representatives of the Parties. The initial Exhibit 1 Scope of Work is attached hereto and all future exhibits by this reference are incorporated herein and made a part hereof, and shall remain in effect in accordance with its terms unless superseded by an amended version of the exhibit approved by the Parties.
- 21.3. No Third-Party Beneficiaries. This Contract is made solely for the benefit of the Parties and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right, as a third-party beneficiary or otherwise, by virtue of this Contract.
- 21.4. Waiver. By mutual written consent of all the Parties, performance by one or more of the Parties of any obligation under this Contract may be excused or waived. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any 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.
- 21.5. Amendment. None of the terms and conditions of this Contract may be changed in any manner by any action or inaction of either Party unless in writing executed by the Parties.

- 21.6. Specific Enforcement. The Parties agree that the provisions of this Contract, other than provisions requiring the payment of money, shall be specifically enforceable,
- 21.7. Independent Terms, Covenants, Conditions. Each term, covenant and condition set forth and contained in this Contract is deemed to be an independent term, covenant or condition, and the obligation of any Party to perform any or all of the terms, covenants, and conditions to be kept and performed by it is not conditioned on the performance by any or all of the other Parties of any or all of the terms, covenants or conditions to be kept and performed by them.
- 21.8. Severability. If any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition to any person or circumstance, is held invalid by any court having jurisdiction in the premises, the remainder of this Contract, and the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any provision of this Contract be declared invalid or prohibited, the Parties shall in good faith negotiate a new provision to replace the provision declared invalid or prohibited, and amend this Contract to include such provision.
- 21.9. Headings. The section headings in this Contract are intended for convenience only and shall not be construed as interpretations of the text of the Contract.
- 21.10. Entire Agreement. This Contract, including all exhibits hereto, constitutes the entire agreement between the Parties pertaining to all matters hereunder. There are no oral promises, conditions, representations, understandings, interpretations or term of any kind as conditions or inducements to the execution hereof or in effect between the Parties. No change, addition, or deletion may be made to this Contract except by a written amendment executed by the Parties.
- 21.11. Governing Law. This Contract is governed by the laws of the State of Nevada.
- 21.12. Authority to Contract. Each Party represents to the other that it has full power and authority to execute this Agreement and to perform its obligations under this Agreement, and that it has taken all requisite action to authorize such execution and performance.
- 21.13. Counterparts. This Contract may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if both the Parties to the aggregated counterparts had signed the same instrument.




IN WITNESS WHEREOF, the Parties have executed this Contract.

State of Nevada, acting by and through  
Its COLORADO RIVER COMMISSION  
OF NEVADA

  
\_\_\_\_\_  
George M. Caan  
Executive Director


6/10/09  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Ann C. Pongracz  
Senior Deputy Attorney General

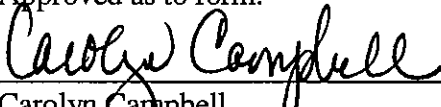
6/09/09  
\_\_\_\_\_  
Date

CLARK COUNTY WATER RECLAMATION DISTRICT

  
\_\_\_\_\_  
Richard Mendes  
General Manager

4/2/09  
\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
Carolyn Campbell  
Deputy District Attorney

5/18/09  
\_\_\_\_\_  
Date



**CLARK COUNTY WATER RECLAMATION DISTRICT  
SCOPE OF WORK**

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**CLARK COUNTY WATER RECLAMATION DISTRICT  
SCOPE OF WORK**

**A. EXECUTIVE SUMMARY**

The Clark County Water Reclamation District (CCWRD) has requested that the Colorado River Commission of Nevada (CRC) purchase materials, and design, construct, operate and maintain CCWRD-owned substations and medium voltage distribution facilities to be located at the CCWRD Central Plant and Advanced Water Treatment facilities at 5857 East Flamingo Road in Las Vegas, Nevada 89122.

CRC is agreeable to purchasing materials, and designing, constructing, operating and maintaining CCWRD's facilities, subject to the terms set forth in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC to establish specific roles and responsibilities.

As indicated in this Scope of Work, CRC will design, construct and energize the substations and associated 15-kV underground distribution circuits, and perform Operation and Maintenance of these Facilities for the first 90 days, for a not-to-exceed amount of twelve million three hundred thousand dollars (\$12,300,000.00). This amount does not include previous funds expended by CCWRD on materials and designs, and does not include the cost of work to be performed by NV Energy to extend overhead 69-kV transmission lines to the substations. It further does not include the cost of work to be performed by the CCWRD on the distribution circuits as detailed in this Scope of Work.

On-site construction of the required substations is expected to commence in December of 2009. Energization of one transformer bank at each of the three substations is expected to occur by mid April of 2010. Energization of the second transformer bank at the Surge Pond Substation is expected to occur by the end of April 2010.

**B. BACKGROUND**

The CCWRD is currently planning the construction of additional facilities at its Central Plant and Advanced Water Treatment (AWT) facilities. These facilities will increase electrical load and will necessitate the construction of additional substation capacity and distribution feeders within the Central Plant and AWT site.

The existing Central Plant and AWT are currently served from several substations and distribution feeders owned and operated by NV Energy. A single line depiction of the electrical system serving the Central Plant and AWT is provided in Appendix A.

The CCWRD desires to replace these existing NV Energy owned and operated substations with new, customer-owned substations that are dedicated to serving only CCWRD facilities and loads.

Three new substations are planned to serve the existing and planned increase in load. These substations are:

- Surge Pond
- Rochelle
- AWT

From these new substations, underground distribution circuits will be constructed that will tie to the existing underground feeders at the site and to new 15-kV switchgear. A single line diagram depicting the planned substation facilities and the new underground distribution circuits is provided in Appendix B.

The proposed new substations will be interconnected to existing NV Energy 69-kV transmission lines. Through an agreement between CCWRD and NV Energy, NV Energy has designed the loop-in and loop-out of its Winterwood-Clark 69-kV transmission line to serve the Surge Pond Substation. NV Energy is currently designing a loop-in and loop-out of its Winterwood-Henderson 69-kV transmission line to serve the Rochelle Substation and a loop-in and loop-out of its Winterwood-Linquist 69-kV transmission line to serve the AWT Substation.

#### **C. UTILITY RESPONSIBILITY**

NV Energy is currently the electric utility responsible for electric service to the CCWRD at the Central Plant and AWT facility. No change in utility responsibility is being considered at this time. The purchase of energy from any entity other than NV Energy will be done pursuant to a separate agreement. In order to provide dedicated substation facilities to serve its loads, the CCWRD had determined to provide its own facilities and to receive electric service from NV Energy at a 69-kV delivery level following completion and energization of the new substations.

The CCWRD will coordinate with NV Energy regarding the change in the delivery location and voltage, and will negotiate a change the nature of its electric service from distribution to transmission.

#### **D. CRC ROLE AND RESPONSIBILITY**

The CCWRD has requested the CRC purchase materials, and design, construct, operate and maintain electric facilities for the required new substations and medium voltage distribution circuits to designated demarcation points as discussed later in this Scope of Work. The electrical facilities located at the Central Plant and the AWT will remain under the ownership of the CCWRD.

The details of CRC's roles and responsibilities will be provided in the Interlocal Agreement Contract No. CRCPDP-200 between the CCWRD and the CRC. The details will be based upon the Scope of Work, demarcation points, schedules and costs contained within this Scope of Work.

No change in responsibility for the design and construction of the 69-kV transmission line extensions to the new substations is contemplated. These extensions of existing NV Energy 69-kV transmission lines will be designed, constructed, owned and operated by NV Energy.

**E. FUNDING**

The CCWRD will provide advance monthly payment to the CRC for design, purchase of materials and construction of the substation and distribution circuit facilities and their operation and maintenance. As discussed later in this Scope of Work, the CRC has prepared an initial project cost estimate. This estimate will be used to develop a cash flow statement that will serve as the basis for payments. As project work progresses, the CRC will prepare updates of the project cost estimate and cash flow statement and once approved by the CCWRD, these will serve as the basis for future payments. CRC will provide CCWRD with monthly updates of invoices and payroll expenses.

**F. PRIOR SUBSTATION DESIGN AND MATERIAL PROCUREMENT**

Under an agreement with NV Energy, the CCWRD has funded substation design efforts by NV Energy and procurement of certain substation materials. The CCWRD has requested the CRC utilize these prior funded designs and purchased materials to the extent possible in CRC's completion of the new substations. A list of the purchased materials is provided in Appendix C.

The CRC has reviewed the previously purchased materials and believes they can be utilized in the completion of the three planned substations. However, the control system and protection schemes are still under review and modifications to the relay panels may be necessary. The cost of equipment and materials already purchased by the CCWRD are not included in the CRC estimate to complete the project contained in this Scope of Work.

It is imperative that CCWRD obtain copies of vendor drawings, including outline drawings, loading drawings, nameplate drawings, wiring diagrams, installation instructions, and related items from NV Energy and provide copies of these documents to CRC by June 15, 2009.

Design work that has been prepared by NV Energy for the three planned substations appears to be at a very preliminary stage. These designs will be supplemented and completed as necessary by the CRC.

**G. PRIOR DISTRIBUTION CIRCUIT DESIGN**

The design drawings prepared by NV Energy for the planned distribution circuit ductbanks are provided in Appendix D to this Scope of Work. The CRC has reviewed these previously prepared designs and believes additional details must be provided for

construction, including ductbank depths, concrete requirements, and similar details. The ductbank designs will be supplemented as necessary by the CRC.

In addition, in order to allow for remote supervisory control and data acquisition (SCADA) communication to CRC's operation center at the Newport Substation, CRC proposes the installation of additional conduit in the distribution ductbanks. Specifically a 2-inch communication conduit is required in all distribution ductbanks.

#### **H. SUBSTATION DESIGN AND CONSTRUCTION SCOPE OF WORK**

The CRC will prepare complete and detailed calculations, designs, estimates, material specifications and construction specifications and provide related services for the design and construction of the substations. Such designs and specifications will include at a minimum, bills of materials, equipment sizes and ratings, material requirements, performance parameters, layout details, construction details and all other information required to procure, install, erect and construct the substations. In completion of its responsibilities, the CRC may perform the following activities.

- Prepare periodic updates of the initial conceptual substation cost estimate and cash flow statement.
- Prepare periodic updates of the initial substation construction schedule.
- Prepare engineering studies necessary to size equipment, select fuses and determine relay settings.
- Conduct detailed subsurface explorations in order to prepare foundation and grounding system designs. If the CCWRD has geotechnical data for the Central Plant and AWT facility that can be provided, this task will not be required.
- Conduct site surveys of the substation sites and prepare grading plans, drainage plans and layout drawings.
- Prepare documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the procurement of owner-furnished materials for the substations. The CRC will issue purchase contracts to selected vendors for material procurement.
- Review and approve submittals from vendors for owner-furnished material.
- Conduct factory inspections of owner-furnished materials as deemed appropriate and necessary.
- Prepare design and bid documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the substation construction contract.
- Locate and stake baseline and reference points for the substations.

- Evaluate bids received for the substation construction contract and award contract to the bidder providing the best bid based upon the selection procedures established by the CRC.
- Obtain a dust control permit for substation construction activities.
- Review contractor submittals for compliance with the substation construction contract.
- Provide construction management services during construction of the substations.
- Conduct field testing and inspection of substation equipment and facilities, and complete functional testing and energization of all substations.
- Prepare as-built drawings for the substations.

**I. DISTRIBUTION FEEDER DESIGN AND CONSTRUCTION SCOPE OF WORK**

The CRC will design and construct the distribution feeder ductbanks to the first switch located outside of each substation. The CCWRD will design and construct the distribution feeder ductbanks from the switch vaults to the termination of the feeder at the CCWRD switchgear. The CRC will furnish and install all necessary cable, terminations, and pad mounted switches between the substations and the CCWRD 15-kV switchgear.

In support of CRC's responsibilities, the CRC will prepare complete and detailed calculations, designs, estimates, material specifications and construction specifications and to provide related services for the design and construction of the distribution feeders. Such designs and specifications will provide at a minimum, bills of materials, equipment sizes and ratings, material requirements, performance parameters, layout details, construction details and all other information required to procure, install, erect and construct the facilities that CRC is responsible for. In completion of its responsibilities, the CRC may perform the following activities.

- Prepare periodic updates of the initial conceptual distribution circuit cost estimate and cash flow statement.
- Prepare periodic updates of the initial distribution circuit construction schedule.
- Prepare engineering studies necessary to verify cable sizes
- Conduct site surveys of the ductbank locations as necessary to supplement existing data and prepare plan and profile drawings.
- Prepare documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the procurement of owner-furnished materials for the distribution circuits, including cable and terminations. The CRC will issue material contracts to selected vendors for material procurement.



- Review and approve submittals from vendors for owner-furnished material.
- Conduct factory inspections of owner-furnished materials as deemed appropriate and necessary.
- Prepare design and bid documents containing drawings, technical specifications, bid instructions, bid forms, contracts, general conditions and related items for the ductbank construction contract and the cable installation contracts, which may be included in the substation construction contract.
- Locate and stake reference points for the ductbanks.
- Evaluate bids received for the ductbank construction and cable installation contract and award contract to the bidder providing the best bid based upon the selection procedures established by the CRC.
- Obtain a dust control permit for ductbank construction activities.
- Review contractor submittals for compliance with the ductbank construction contract.
- Provide construction management services during construction of the distribution circuits.
- Conduct field testing and inspection of distribution circuits, and complete functional testing and energization of all circuits.
- Prepare as-built drawings for the distribution circuits.

#### **J. PERMITTING**

As part of the CCWRD's overall expansion and modification of the Central Plant and AWT facilities, the CCWRD will obtain any necessary right of way, conditional use permit and grading permits for the substation facilities. The CRC will obtain dust control permits at the time of construction.

#### **K. SUBSTATION DESIGN**

The CRC has reviewed the designs prepared by NV Energy for the Surge Pond, Rochelle, and AWT substations. The design of each substation calls for a loop-in and loop-out of a 69-kV transmission line, the installation of up to four 20 MVA transformers, and the installation of a main and transfer distribution bus structure with the capability of supporting nine outgoing distribution feeders. This appears to be a standard NV Energy substation design, not necessarily optimized for the needs of the CCWRD.

At this time substation steel and bus work has not been purchased and as such modifications to optimize for CCWRD needs can be made. CRC proposes to modify the

planned NV Energy substation design in consultation with CCWRD to optimize each for the intended long-term load.

Attached in Appendix E are single line diagrams of the CRC proposed substations that have been used for cost estimating purposes. This design is largely based on the NV Energy design, with minor modifications to improve reliability to the CCWRD by adding additional 69-kV breakers. Changes to this proposed design may occur following further consultation with CCWRD.

As shown by the substation single line diagrams, initially one power transformer will be installed at the Rochelle Substation and one at the AWT Substation and two power transformers will be installed at the Surge Pond Substation.

#### **L. DEMARCATIION POINTS CRC – NV ENERGY**

For design and construction purposes, the proposed demarcation point between NV Energy responsibility and CRC responsibility will be the three-pole, self-supporting, 69-kV line termination structures set inside the substation fence. CRC proposes NV Energy retain all work associated with these structures including deadending incoming conductor at these structures. CRC proposes all work downstream of these structures to be performed by CRC, including installation of jumpers from the deadend structures to line isolating switches located in the substation. The proposed points of demarcation are further identified on the single line diagrams in Appendix E.

For operation and maintenance purposes, it is proposed the operational demarcation will be the 69-kV line isolating switches on the line side of the 69-kV breakers.

#### **M. DEMARCATIION POINTS CRC - CCWRD**

For design and construction purposes, the proposed demarcation point for ductbank construction responsibility between CCWRD and CRC will be the first switch vault located outside of each substation as shown by Appendices B and D. The CCWRD will set and install these designated vaults and all downstream ductbanks.

In reviewing the NV Energy design, CRC is not sure there is a need to install switches on these vaults, given that the distribution system is dedicated to CCWRD purposes, and given that CCWRD does not have further expansion plans that would necessitate switches. CRC has prepared the cost estimate assuming switches will be installed, but will consult with CCWRD before procurement of any pad mount 15-kV switch.

For 15-kV cable installation, the CRC will be responsible for installation and termination of all cable between the substations and the CCWRD 15-kV switchgear, including termination at intermediate switches installed by CRC, if any.

For operation and maintenance purposes, CRC will operate and maintain all CCWRD equipment and devices within the substation fences. CRC will operate and maintain all

distribution feeders between the substation and the CCWRD switchgear, unless CCWRD requests to retain this responsibility in any subsequent operation and maintenance agreement.

**N. METERING**

The current NV Energy design provides for revenue metering of the 15-kV distribution feeders. Given that the CCWRD will be altering its delivery point from the 15-kV level to the 69-kV level, CRC intends to install 69-kV primary metering on the high-side of each substation. CRC will not provide secondary revenue class metering of distribution circuits unless requested otherwise by CCWRD.

**O. CRC COMMUNICATIONS**

The CRC intends to remotely monitor and operate the planned substation facilities. This will be accomplished from CRC's control center located at the Newport Substation complex in Henderson, Nevada.

CRC proposes to transmit data and control signals from the Rochelle and Surge Pond Substations to the AWT Substation via fiber optic cables installed in 2-inch conduits located in the distribution ductbanks. Data and control signals from the AWT Substation will be transmitted via a directional radio at the AWT Substation to a matching directional radio at the CRC's communication vault at which point it will enter CRC's self-healing fiber optic communication ring for transmission to the Newport Substation.

**P. NV ENERGY COMMUNICATIONS**

CRC is unaware of NV Energy required communications to primary metering at the new substations. The nature of required communication will be determined in consultation with the CCWRD and NV Energy. The cost of any equipment to support NV Energy communication requirements has not been included in the cost estimates in this Scope of Work.

**Q. STATION SERVICE POWER**

Station service power for each of the substations will come from single phase, completely self protected 7200-240/120 volt, 100 kVA station power transformer located at each substation. Station service power from the CCWRD Central Plant or the AWT facility will not be required.

**R. FENCING**

Given the location of the proposed substations within the CCWRD complex, screening, ornate fencing, landscaping or other visual enhancements will not be required around the substations. CRC will install 8-foot high chain link fencing around each of the three substations.

## S. SCHEDULE

On-site construction of the required substations is expected to commence in December of 2009. Energization of one transformer bank at each of the three substations is expected to occur by mid April of 2010. Energization of the second transformer bank at the Surge Pond Substation is expected to occur by the end of April 2010.

The schedule shown in Exhibit F has been prepared based on the assumption that the CRC and the CCWRD enter into an interlocal contract for design and construction of the electric facilities by June 9, 2009.

## T. ESTIMATED COST

For planning purposes, CRC has estimated the costs to construct the three substations and the 15-kV distribution circuits. These costs are summarized in the following table. Detailed estimates are provided in Appendices G and H at the end of this Scope of Work. All costs listed below are in 2009 dollars.

| Facility                    | Costs        |
|-----------------------------|--------------|
| Surge Pond Substation       | \$2,568,000  |
| Rochelle Substation         | \$4,178,000  |
| AWT Substation              | \$2,169,000  |
| 15-kV Distribution Circuits | \$1,417,000  |
| Total                       | \$10,332,000 |

The above costs do not include any amounts for project permitting and right-of-way acquisition, other than the supply of technical data to the CCWRD. The above costs include 20% for contingency given the preliminary level of estimating, but they do not include costs for operation and maintenance of the facilities after construction.

The costs quoted are for planning purposes only. The costs are based upon conceptual planning and historical costs for similar facilities. The costs are not based on detailed designs or unit pricing. **Actual costs will vary from those quoted.** Additional estimates will be prepared by CRC and provided to the CCWRD during development of the electrical facilities. These estimates will be prepared at the planning, design budgeting and construction stages of the project.



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## Appendix B

### Proposed Electrical System Single Line Diagram

Approved:

\_\_\_\_\_  
CCWRD                      Date

\_\_\_\_\_  
CRC                              Date

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## Appendix G

### Ductbank and Cable Cost Estimate

Approved:

\_\_\_\_\_  
CCWRD                      Date

\_\_\_\_\_  
CRC                                      Date

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF APRIL 8, 2025**

|  |
|--|
| <b>SUBJECT:</b> <i>For Possible Action:</i> Consideration of and possible action to approve Amendment No. 1 to the contract for legal services between the Colorado River Commission of Nevada, Office of the Nevada Attorney General, and March Counsel LLC., to increase the hourly rate and extend the termination date from June 30, 2025, to June 30, 2027. |
| <b>RELATED TO AGENDA ITEM:</b><br>None.  |
| <b>RECOMMENDATION OR RECOMMENDED MOTION:</b><br>Staff recommend the Commission approve Amendment No. 1 and authorize the Executive Director to sign the agreement on behalf of the Commission.   |
| <b>FISCAL IMPACT:</b><br>None.   |

**STAFF COMMENTS AND BACKGROUND:**

**A. Request for New Contract Amendment:**

In May of 2023, the Colorado River Commission of Nevada (Commission) approved a new two-year contract with March Counsel LLC., for an amount of \$95,000. The term of the contract ends June 30, 2025. Staff are seeking to amend the contract and add two years with a termination date of June 30, 2027. The existing contract has approximately \$82,000 left on the contract, the amount should be sufficient for the next two years.<sup>1</sup> Regarding the hourly rate, the existing hourly rate is \$450 an hour and the new hourly rate for Fiscal Year 2026 will be \$500 and in Fiscal Year 2027 will be \$520.

**B. Services Provided by March Counsel**

The firm March Counsel is owned and operated by Craig Silverstein, and he has represented and advised the Commission Staff on Federal Energy Regulatory Commission (FERC) matters and more recently Regional Transmission Organizations (RTOs) for several years. The Staff values his advice, and he his expertise on FERC matters and the regional markets in the Western United States. Over the last year, Staff has met with Craig Silverstein on a periodic basis to discuss the latest topics involving FERC and RTOs and found the discussions helpful.

**C. Staff Recommendation**

Staff recommend the Commission approve Amendment No. 1 and authorize the Executive Director to sign the agreement on behalf of the Commission.

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<sup>1</sup> In April 2021, the Commission approved a new contract and between April 2021 and April 2023, the Commission spent \$10,800 for March Counsel services.



**PRIVILEGED AND CONFIDENTIAL ATTORNEY CLIENT COMMUNICATION**

February 18, 2025

**VIA ELECTRONIC MAIL**

Michelle Briggs  
Special Counsel to the Colorado River Commission  
100 North City Parkway  
Suite 1100  
Las Vegas, Nevada 89106

Re: Renewal of Contract for Services of Independent Contractor  
March Counsel LLC

Dear Michelle:

Thank you for meeting with me last week in Las Vegas. To follow up on our conversation about the renewal of the Contract for Services of Independent Contractor between the State of Nevada ("State"), by and through the Office of the Attorney General ("OAG"), for March Counsel LLC ("March") to provide legal counsel and advice to Colorado River Commission of Nevada ("Commission")(the "Contract"), I am providing additional information and a request to amend existing Attachment AA, Section II in conjunction with a new contract term.

I would be delighted to have the opportunity to continue my long-standing representation of the Commission as special counsel to the OAG for an additional two year term running from July 1, 2025 to June 30, 2027. Our collaboration for over two decades has yielded great results for the Commission, and my transition from large firm to a small firm platform over the last 8 years of our relationship has enabled me to provide exceptional value. March also provides the Commission with a significant discount from its standard firm rates, and a rate that is less than half of what most national energy firms are charging today for attorneys with comparable experience.

Michelle Briggs  
February 18, 2025  
Page 2

In conjunction with a new term, March wishes to advise you of its rate schedule that would apply to the contract term. The firm's rates will be as follows:

|                               | July 1, 2025 through<br>June 30, 2026 (Year 1) | July 1, 2026 through<br>June 30, 2027 (Year 2) |
|-------------------------------|--|--|
| Craig Silverstein (Principal) | \$500/hour                                     | \$520/hour                                     |
| March Contract Attorneys      | \$375-475/hour                                 | \$390-495/hour                                 |

Thank you for providing March with this opportunity to continue to be of service to the Commission and the OAG. Should there be any questions, please do not hesitate to contact me.

Very truly yours,



Craig W. Silverstein



**ORIGINAL**

CETS# 28093

RFP# N/A

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada  
Acting by and Through its

|                        |  |  |
|------------------------|--|--|
| Agency Name:           | Office of the Attorney General                               | Colorado River Commission of Nevada                            |
| Address:               | 100 N. Carson Street   | 555 E. Washington Ave., Suite 3100                             |
| City, State, Zip Code: | Carson City, Nevada 89701                                    | Las Vegas, Nevada 89101  |
| Contact:               | Leslie Nino Piro   | Eric Witkoski  |
| Phone:                 | 702-486-3077   | 702-486-2670   |
| Email:                 | <a href="mailto:LNinoPiro@ag.nv.gov">LNinoPiro@ag.nv.gov</a> | <a href="mailto:ewitkoski@crc.nv.gov">ewitkoski@crc.nv.gov</a> |

|                        |  |
|------------------------|--|
| Contractor Name:       | March Counsel LLC  |
| Address:               | 1201 Connecticut Avenue NW 6 <sup>th</sup> Floor   |
| City, State, Zip Code: | Washington, DC 20036   |
| Contact:               | Craig W. Silverstein   |
| Phone:                 | (202) 640-2111   |
| Email:                 | <a href="mailto:craig.silverstein@marchcounsel.com">craig.silverstein@marchcounsel.com</a> |

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.
3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

CETS# 28093

RFP# N/A

|                 |                                     |     |               |
|-----------------|-------------------------------------|-----|---------------|
| Effective from: | Upon approval by Board of Examiners | To: | June 30, 2025 |
|-----------------|-------------------------------------|-----|---------------|

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

|                |   |
|----------------|---|
| ATTACHMENT AA: | SCOPE OF WORK and FEE AGREEMENT FOR LEGAL REPRESENTATION        |
| ATTACHMENT BB: | SPECIAL COUNSEL GUIDELINES and BILLING PRACTICES and PROCEDURES |
| ATTACHMENT CC: | INSURANCE SCHEDULE  |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

|       |     |      |
|-------|-----|------|
| \$450 | per | Hour |
|-------|-----|------|

|  |  |
|--|--|
| Total Contract or installments payable at: | Within 45 days of Invoice (submitted monthly), No Late Charges |
|--|--|

|                               |          |
|-------------------------------|----------|
| Total Contract Not to Exceed: | \$95,000 |
|-------------------------------|----------|

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**
- A. **Books and Records.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or

CETS# 28093

RFP# N/A

United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with

CETS# 28093

RFP# N/A

respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. **Time to Correct.** Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

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

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of

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subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment CC*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

A. **Insurance Coverage.** Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment CC*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the State of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. **General Requirements.**

- 1) **Additional Insured:** By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) **Waiver of Subrogation:** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) **Cross Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- 5) **Policy Cancellation:** Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting

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Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.

6) Approved Insurer: Each insurance policy shall be:

- a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
- b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the Office of the Attorney General at 100 N. Carson Street, Carson City, Nevada 89701.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
  - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.



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26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties' consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

Craig Silverstein Jul 27, 2023 Principal  
Craig Silverstein (Jul 27, 2023 23:00 EDT)  
 Craig W. Silverstein Date Independent Contractor's Title  
 March Counsel LLC

Eric Witkoski Jul 28, 2023 Executive Director  
Eric Witkoski (Jul 28, 2023 08:22 PDT)  
 Eric Witkoski Date Title  
 Colorado River Commission of Nevada

Jessica Hoban Aug 9, 2023 Chief Financial Officer  
Jessica Hoban (Aug 9, 2023 10:29 PDT)  
 Jessica L. Hoban Date Title

Crystal Novotny Aug 9, 2023 Administrative Services Officer III  
 Crystal Novotny Date Title

[Signature] for Amy Stephenson APPROVED BY BOARD OF EXAMINERS  
 Signature – Clerk of the Board of Examiners

On: 8/17/23  
 Date

Approved as to form by:

[Signature] On: Aug 9, 2023  
 Homa Syyar Woodrum – Senior Deputy Attorney General for Attorney General Date

**Scope of Work and Fee Schedule for Legal Representation****I. SCOPE OF WORK**

March Counsel LLC is retained by the State of Nevada ("State"), by and through the Office of the Attorney General ("OAG"), to provide legal counsel and advice to Colorado River Commission of Nevada ("Commission") as "Special Counsel" under NRS 41.03435.

The OAG has determined that the Attorney General and the deputies of the Attorney General lack qualifications to provide legal services to Commission in the matters described in this Scope of Work. Pursuant to NRS 41.03435, the OAG has thus employed Special Counsel, subject to the approval of the State Board of Examiners, and fixed compensation in the Contract for Services of Independent Contractor ("Contract"); this Attachment AA, Scope of Work and Fee Agreement for Legal Representation; Attachment BB, Special Counsel Guidelines and Billing Practices and Procedures ("Guidelines"); and Attachment CC, Insurance Schedule.

Special Counsel shall provide legal counsel and advice to the Commission when requested, in cooperation and coordination with the OAG, on matters under the jurisdiction of the Federal Energy Regulatory Commission ("FERC"). This includes such matters as: (i) the expansion of transmission lines in Nevada; (ii) requirements under State law for transmission providers in Nevada, including the Commission, to participate in a Regional Transmission Organization ("RTO") by 2030; (iii) any filings FERC will require given that the Commission's federal transmission providers for various regions are currently planning or contemplating joining an RTO; (iv) electric transmission rate cases and tariff filings before FERC; and (v) FERC's anti-market manipulation rules; (vi) and compliance requirements of the North American Electric Reliability Corporation ("NERC") on bulk electrical systems under FERC's oversight. In providing legal counsel and advice in these matters, Special Counsel may be called upon on to:

1. Appear at procedural and substantive hearings before the FERC or other related forums.
2. Participate in and support the Commission in formal or informal discussions and settlement conferences.
3. Prepare, draft, and file appropriate pleadings, as necessary in coordination with the Commission's Counsel.
4. Research questions of law and provide appropriate memorandum to reflect Special Counsel's conclusions and recommendations.
5. Provide periodic updates on FERC's anti-market manipulation rules and any necessary updates to the Commission's compliance program.
6. Periodically provide guidance on NERC standards and their applicability to the Commission.
7. Perform such other services consistent with this Contract as specifically authorized in writing by the Executive Director or the Commission's Counsel.

The Commission agrees to pay Special Counsel's attorney fees and costs in accordance with the Contract and Attachments. State fiscal policy requires the Commission and OAG to carefully scrutinize Special Counsel's billing submissions pursuant to the Guidelines.<sup>1</sup> Thus, efforts to monitor or limit costs must not be construed as an attempt to influence Special Counsel's representation.

This is a non-exclusive agreement to provide legal services to the Commission. The Commission and the OAG may augment these services with another law firm (or law firms) or select to terminate Special Counsel's services in a manner consistent with the Contract. *See* Contract § 10.

## II. FEE SCHEDULE FOR LEGAL REPRESENTATION

Special Counsel will be compensated for time spent on the engagement according to the following hourly billing rates:

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| Craig Silverstein: | \$ 450/hour |
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Special Counsel may only bill for expenses as specifically authorized in the Guidelines or preapproved by Commission Counsel or the OAG's General Counsel. *See* Guidelines § VIII. All billing invoices, including claims for expense reimbursement, must follow the OAG's Guidelines.

The State is not obligated to pay Special Counsel any amount in excess of the "Total Contract Not to Exceed" amount stated in the Contract. *See* Contract § 6. Special Counsel must notify the Commission and the OAG whenever total billing will exceed 80% of the stated Total Contract Not to Exceed amount (*i.e.*, \$76,000) to facilitate timely obligation of additional funding or notification to Special Counsel that additional funding will not be forthcoming. However, the Commission and the OAG should be notified as soon as reasonably possible whenever Special Counsel identifies a need to increase the Total Contract Not to Exceed amount to complete the scope of work stated herein.

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<sup>1</sup> "It is the policy of the State of Nevada to limit and monitor costs associated with the hiring of professional and expert services, including private attorneys who provide services to the State as independent contractors." State Administrative Manual § 0325 (State Agencies, Boards, and Commissions with Independent Contracts for Outside Legal or Professional Services).

**ATTACHMENT BB**  
**Special Counsel Guidelines and Billing Practices and Procedures**

**I. INTRODUCTION**

The State of Nevada ("State"), by and through the Office of the Attorney General ("OAG"), is pleased that March Counsel ("Special Counsel") has agreed to represent the Colorado River Commission of Nevada ("Commission") under NRS 41.03435. *See generally* Contract for Services of Independent Contractor ("Contract"), Attachment AA, Scope of Work and Fee Agreement for Legal Representation. The following are Special Counsel Guidelines and Billing Practices and Procedures ("Guidelines") for providing legal services to the State and its agencies. See NRS 41.0339, NRS 228.110.

The relationship between a client and law firm must be a somewhat flexible one in order to respond to the idiosyncrasies of each matter in a manner that will best serve the client's goals and provide a fair fee for the law firm's legal services. The high cost of modern litigation in both time and money, however, requires that the relationship have a basic structure that is understood by both client and the law firm. As explained in the State Administrative Manual ("SAM"), "[i]t is the policy of the State of Nevada to limit and monitor costs associated with the hiring of professional and expert services, including private attorneys who provide services to the State as independent contractors." SAM § 0325 (State Agencies, Boards, and Commissions with Independent Contracts for Outside Legal or Professional Services).<sup>1</sup>

The OAG is willing to discuss deviations from these Guidelines if such deviations will further the chances for success in the matter or will prevent an unduly harsh financial burden on Special Counsel. The OAG must require, however, that any such deviation be approved by the OAG's General Counsel in advance. The OAG may periodically modify these Guidelines in its sole discretion and will provide Special Counsel reasonable notice prior to the effective date of any modifications.

These Guidelines are not intended to interfere with Special Counsel's ethical obligations, including the obligation to exercise independent legal judgment during the course of the representation, or to conflict with applicable federal or state laws, court rules, administrative rules, etc. At all times, Special Counsel will provide professional legal advice and services at the highest level expected of law firms providing legal services in Nevada and the representation will be performed in a professional manner consistent with the rules governing the legal profession. *See* Contract § 17.

**II. ORIGINATION OF LEGAL WORK**

All legal work related to the matter for which Special Counsel has been engaged originated through the OAG. Special Counsel must not seek or accept direction for any new matters except through the OAG.

**III. GENERAL CONDUCT AND COMMUNICATIONS**

The matter for which you have been retained will be supervised by the Deputy Attorney General designated by the OAG to conduct actions, proceedings, and hearings for the Commission under NRS 538.151 ("Commission Counsel"). We have found it is helpful to have one attorney designated as Special

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<sup>1</sup> These Guidelines are intended to summarize and/or supplement the State's policy under SAM § 0325 regarding contracts for outside legal services to a State agency. If a provision herein conflicts with SAM § 0325 or any other relevant State or OAG policy, then the relevant SAM or OAG policy controls.

Counsel's principal contact with Commission Counsel. That "lead counsel" will work with Commission Counsel to decide what tasks need to be undertaken.

Notification of Commission Counsel and/or the OAG Regarding Significant Changes or Developments: Special Counsel must notify and consult with Commission Counsel and/or the OAG's General Counsel promptly regarding all significant developments related to the legal services provided under this contract or any potential new legal matters. SAM § 0325(1). Should litigation involving potential liability for the State be threatened, commence, or significantly change during the term of this contract, Special Counsel must immediately inform Commission Counsel and the OAG's General Counsel in writing. *Id.* Additionally, Special Counsel must promptly advise the Risk Management Division of the Department of Administration regarding changes in litigation status that may have a fiscal impact on the State. *Id.*

Copies of Work Products: Special Counsel will promptly provide Commission Counsel with electronic copies of final versions of the written work product relevant to any legal matter, including correspondence and executed counterparts of any original pleadings or other matters of importance. SAM § 0325(2).

Work Product the Property of the State: All work products of Special Counsel resulting from the Contract are the exclusive property of the State. SAM § 0325(3). Upon completion, termination, or cancellation of the Contract, Special Counsel will surrender originals of all documents, including any work product in progress or draft form, objects, or other tangible items related to the work to the OAG. Contract §§ 10(E)(4), 21.

#### **IV. CONFLICTS OF INTEREST**

Conflicts of interest must be disclosed to the OAG and waived in writing prior to beginning a matter. SAM § 0325(4). Prior to being retained, the OAG expects Special Counsel to investigate and resolve any potential conflicts of interest, including any "issue" conflicts of a more philosophic or policy-driven basis that may compromise the position taken by the Commission. The OAG expects Special Counsel to promptly discuss these issues with the OAG's General Counsel and the OAG will provide you with any additional information, if needed.

Special Counsel must be sensitive both to direct conflicts of interest that representation of the State and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the Special Counsel's advocacy, on behalf of other clients, of positions conflicting with important State interests, particularly with respect to clients in the water and energy industries. Prior to engagement, Special Counsel should carefully review whether any conflicts of either type exist and, if so, bring those conflicts to General Counsel's attention.

Although issue conflicts may not necessarily result in a disqualification of Special Counsel, the OAG expects to be consulted before your firm accepts an engagement that will require the firm to advocate a position that may be adverse to a State legal interest or otherwise prejudicial to the Commission's or the State's interests. The OAG in its sole discretion will, after consultation with Special Counsel, determine whether an impermissible State conflict exists, or whether other circumstances exist that would undermine the public's confidence if your representation continued. Special Counsel's acceptance of an engagement

on a matter without written disclosure of any conflicts constitutes Special Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

As the representation continues, the OAG expects that Special Counsel will bring to Commission Counsel's and the OAG's General Counsel's immediate attention any change in the conflict review or inform the Commission Counsel and the OAG's General Counsel of any activity which might be viewed as, or trigger, a conflict of interest.

## V. STAFFING

The State expects that staffing levels will be appropriate for the complexity of the issues and Special Counsel's expertise. Law firm management must provide controls so that the State is not billed for unnecessary work or for necessary work at an inappropriate rate.

### A. Attorneys

The State requires that one experienced lawyer have ultimate responsibility for staffing and other decisions for the matter. The lead counsel at the firm must identify, in advance, any other lawyers who will be working on the case and explain the role of each. She or he should always be aware of who is working on the matter, personally approving all assignments, and should also be aware at all times of what work is being done and how much time is being spent. She or he should ensure that all work is useful and done efficiently. She or he is expected to review and be able to explain all of Special Counsel's time charges and expense reimbursement requests. Further, she or he must ensure that any other lawyers who work on the case are informed of and follow these Guidelines.

The number of attorneys the State will approve to work on a matter will depend on the range and complexity of the issues and the attorneys' experience level. Care must be taken to ensure that the matter is not used as a training or proving ground for young attorneys.<sup>2</sup> If it becomes necessary to substitute an attorney or add additional attorneys (other than on an occasional basis), Special Counsel should consult with Commission Counsel before doing so. The same personnel should be assigned to the case throughout its course to eliminate the time necessary to acquaint new people with the facts and issues involved in the case and thereby avoid billing deductions.<sup>3</sup>

Special Counsel's attendance at meetings, hearings, depositions, or other matter-related events should be handled by no more than one attorney.<sup>4</sup> Deviations from this general rule should be kept to a minimum. The State will not pay for the attendance of more than one attorney at such appearances without prior approval. Staffing for trials and attendance at major hearings or depositions must be discussed in advance and approved by Commission Counsel.

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<sup>2</sup> SAM § 0325(6)(d) (explaining that "the State will not pay ... [f]ees for time spent educating junior professionals or associates").

<sup>3</sup> SAM § 0325(6)(c) (excluding "[f]ees for the training of personnel incurred as a result of staffing changes or increases during the term of the contract).

<sup>4</sup> SAM § 0325(6)(a) ("Unless otherwise agreed in advance, it is expected that only one professional from contractor's organization will attend meetings, depositions and arguments and other necessary events, although a second person may be needed for trials and major hearings or meetings").

The level of expertise of the attorney must be appropriate to the complexity of the task. Partners or shareholders should not bill for tasks that can be performed competently by associates at a lower cost; similarly, associates should not bill for tasks that can be performed competently and more economically by paralegals. We expect that you will minimize legal expenses by assigning less senior attorneys or paralegals to less demanding tasks.

Both parties recognize that the appointment of Special Counsel is personal in nature and does not extend to any law firm that Special Counsel is associated with, a partner of, or for which Special Counsel serves as "of counsel."

#### **B. Paralegals**

The appropriate use of paralegals is encouraged; however, payment for paralegal time is limited to those activities requiring their special expertise and does not extend to administrative, clerical, or technical tasks including but not limited to: photocopying, compiling, scanning, organizing, collating, or sorting documents; Bates stamping; picking up or making deliveries; database set up and maintenance; etc. that do not require any legal skill or acumen and are considered part of Special Counsel's non-billable overhead.

#### **C. Other Personnel**

The State will not pay for the services of librarians, file clerks, data entry clerks, photocopy operators, secretaries, word processors, docket clerks, computer personnel, computer support personnel, messengers, and like staff. Time submitted by unapproved personnel on a matter will not be compensated.

#### **D. Contract or Temporary Labor**

We request that you notify us in advance before using any non-law firm personnel and let us participate in the arrangements with the vendor, including ensuring that there is no markup for services beyond the best rate that the State is able to negotiate.

#### **E. Getting Up-to-Speed**

We will not pay for substituted personnel or restart-up costs due to law firm attrition or some other cause other than at State's behest. SAM § 0325(6)(c). Accordingly, activities including but not limited to file/material reviews or conferencing resulting from change of staff are considered part of Special Counsel's non-billable overhead.

#### **F. Conferences and Intra-Firm Memoranda**

The State will pay only for necessary consultations and/or team strategy meetings relating to significant legal events concerning the State client. Although some degree of in-firm consultation is often necessary in large or complex matters, the average case does not require routine intra-office conferences and meetings. The State will not pay for such conferences and meetings in the ordinary course and requests that discretion be exercised in the degree to which such consultations take place.



Where time reflects a written intra-office communication (*i.e.*, preparation and/or review of intra-firm memoranda) that appears to be for giving or receiving assignments, for bringing a timekeeper up to speed, or for the transmission of administrative, supervisory, or instructional content, the time is considered non-billable overhead.

#### **G. Duplication of Effort**

Special Counsel should not duplicate research, drafting, or other written work product previously performed and should take maximum advantage of model documents and appropriate documents from other similar matters. The State will not compensate Special Counsel for one professional or paraprofessional redoing the work of another.

#### **H. Legal Research**

The OAG selected Special Counsel for its expertise in particular areas of law and practice and expects counsel to be well versed and current with the laws and procedures in the relevant specialty. Accordingly, the State does not expect to be charged for research relating to discovery and procedural motions or for research on issues that are typical or routine to the specialty. Similarly, we expect Special Counsel to maintain and use central research depositories. The State will pay for research to update prior work that will benefit the case or for issues that are novel or unique to the case. All attorney or paralegal research time in excess of seven (7) hours per month must be preapproved by Commission Counsel.

### **VI. BILLING REQUIREMENTS**

#### **A. Alternative Fee Arrangements**

The OAG encourages Special Counsel to consider fee arrangements other than hourly rates. On an ongoing basis, the OAG asks that Special Counsel propose arrangements, in appropriate circumstances, such as flat fees, fixed fees for phases of matters, result-oriented formulas or additional approaches other than a pure hourly rate method.

#### **B. Maximum Hours Per Day**

Timekeepers should not routinely work more than 10 hours per day, although this may occur in certain circumstances, such as when counsel is in trial or working around-the-clock on an acquisition. SAM § 0325(6)(e). If a timekeeper works more than 10 hours a day for any other reason, a separate explanation is required. *See id.*

#### **C. Hourly Billing Increments**

All time records must represent the actual time required to perform the task or activity and must be kept in time increments of 1/10th of an hour or 6 minutes. SAM § 0325(6).

**D. Billing for Travel Time**

Most forms of transportation, with the exception of automobile travel, allow the performance of various forms of legal work. Charges for professional time during travel will not normally be reimbursable unless the time is actually used performing professional services or as otherwise arranged in advance. SAM § 0325(6)(b). If a timekeeper's travel time was actually used to perform professional services, Special Counsel's billing invoices must provide a specific description of such services in addition to travel.

**E. Hourly Billing Rates**

Hourly billing rates for all attorneys and/or professionals must be agreed upon in writing prior to starting the engagement. *See Contract § 5 (incorporating Attachment AA, Scope of Work and Fee Agreement for Legal Representation)*. The State expects to pay the lowest rate offered to any other similarly situated non-pro bono client.

Any changes in billing rates for attorneys and other personnel must be approved by the OAG's General Counsel in writing and in advance of any work performed under the proposed new rates. Special Counsel should carefully consider the size of any proposed increase in billing rates.

Hourly billing rates should include all items of overhead. Overhead includes all administrative or general costs incidental to the operation of the firm. Overhead expenses will not be separately reimbursable, absent prior approval.

**F. Timing of Billing, Invoice Format, Email Submission**

Special Counsel is generally expected to submit monthly invoices within 30 days of the conclusion of the billing period, absent the Commission's prior consent to a longer delay. *See Contract § 8*. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the OAG, the State will not pay for services or expenses incurred more than 90 days prior to the date the billing invoice is submitted.

Special Counsel's billing invoices must include a chronological listing of professional services, the name of each timekeeper whose work is being billed, the date of service, the number of hours expended by each timekeeper on each item, the rate at which those hours are billed, and a description of the work performed (as further explained below). A copy of your internal computer printout may accompany the billing invoice if that is most convenient.

If time charges are written off, the information must be provided in the applicable billing invoice, including the amount of time written off and the personnel whose time is written off.

Any third-party expenses from experts, vendors, consultants, court reporters, etc. paid by Special Counsel and billed with the monthly invoice as expenses or costs advanced must comply with these Guidelines, absent specific prior approval to the contrary, including the requirements of an itemized statement of work performed and substantiation of all expenses over \$500.

To avoid payment delay, the Commission prefers that Special Counsel's billing invoices be submitted via email to Commission Counsel Michelle Briggs and David Newton ([mdbriggs@crc.nv.gov](mailto:mdbriggs@crc.nv.gov) and [DWNewton@crc.nv.gov](mailto:DWNewton@crc.nv.gov)), Admin Services Officer Doug Beatty ([dbeatty@crc.nv.gov](mailto:dbeatty@crc.nv.gov)), Office

Development Manager Gina Goodman ([ggoodman@crc.nv.gov](mailto:ggoodman@crc.nv.gov)), OAG General Counsel Leslie Nino Piro ([LNinoPiro@ag.nv.gov](mailto:LNinoPiro@ag.nv.gov)), and Executive Assistant Renee Carreau ([RCarreau@ag.nv.gov](mailto:RCarreau@ag.nv.gov)).

### G. Specific Description of Work Performed

For specific descriptions of work performed, each task or activity must be separately itemized showing the date performed, the timekeeper performing the task, a descriptive explanation of the task or activity performed, the time spent on the specific task, and the dollar amount billed for each individual task or activity.<sup>5</sup>

**Blocked or combined billing will not be approved for payment.** Any billing invoice containing such charges and descriptions will be returned to Special Counsel for correction. Blocked or combined billing is defined as a billing entry that assigns one amount of time to more than one task or activity. Examples of blocked billing entries are:

- “Prepare for and attend deposition of Dr. Jones – 1.50 hours.”
- “Receipt and review of co-defendants’ reply to Allied World’s motion to compel production of documents of 06/22/08; Conference with C. Thomas to prepare for her deposition on 11/09/08; Draft answers to plaintiffs’ interrogatories of 01/02/08 – 5.00 hours.”

Task descriptions must identify each task in sufficient detail to permit the State to ascertain the benefit derived from such service. Generic descriptions such as the following (without additional detail as described above) are not acceptable for billing purposes:

- |                          |                            |
|--------------------------|----------------------------|
| • attention to matter    | • motion work              |
| • review case and issues | • work on project or case  |
| • conference             | • pleadings                |
| • review correspondence  | • work on file             |
| • arrangements           | • prepare for meeting      |
| • telephone call         | • work on discovery        |
| • discovery              | • receive/review documents |
| • meeting                | • research                 |
| • update strategy        | • analysis                 |

### H. Review of Monthly Invoices and Deductions of Fees and Charges

The OAG will promptly review each invoice upon submission. A reviewer will apply deductions for billing entries that are inconsistent with or violate (1) a specific provision of the contract between the State and Special Counsel, (2) SAM § 0325, and/or (3) these Guidelines. A reviewer may also apply additional deductions for charges that are otherwise inappropriate. The OAG will notify Special Counsel

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<sup>5</sup> See SAM § 0325(6) (“In every case all billings shall *describe all work performed with particularity* and by whom it was performed.”) (emphasis added).

in writing of the deductions. If Special Counsel wishes to discuss and potentially ask Commission Counsel or the OAG's General Counsel to reconsider deductions, they may do so within 30 calendar days from the date on which the invoice is returned to Special Counsel by contacting Commission Counsel. On the 31st day after a reduced invoice is returned to Special Counsel, the deductions will be considered final. Alternatively, Special Counsel may contact Commission Counsel to indicate acceptance of the deductions. Special Counsel will be asked to resubmit a new or corrected invoice reflecting the deductions, and payment will be processed upon receipt.

When Special Counsel discusses deductions with Commission Counsel or the OAG's General Counsel, Special Counsel will be asked, once the discussion has concluded, to resubmit a new or corrected invoice reflecting the agreed amounts. Although due consideration will be given to Special Counsel's views during any discussion of deductions, the OAG's determinations with respect to deductions are final. If Special Counsel does not appeal deductions or does not timely submit a new or corrected invoice reflecting the OAG's final determinations and the reduced amount, the OAG reserves the right to remit payment at the reduced amount.

The State reserves the right to audit all fee and disbursement details that Special Counsel submits, as well as the corresponding legal file. *See* Contract § 9.

The State will promptly terminate the services of any Special Counsel whose billing practices raise questions about Special Counsel's integrity, honesty, or compliance with the applicable rules of professional conduct or these Guidelines.

## **VII. ADMINISTRATIVE AND CLERICAL WORK<sup>6</sup>**

Unless specifically authorized in advance, the State will not pay for administrative tasks, including but not limited to:

1. Preparing or reviewing billing statements.
2. Scheduling firm personnel.
3. Preparing budgets of time, staffing, or total costs of projected legal work.
4. Complying with these practices and procedures.
5. Maintaining a calendar or tickler system.
6. Researching general client or industry trends.
7. Researching issues of a generic nature.
8. Investigating conflicts of interest.
9. Opening and closing of files.

Additionally, the State will not pay for secretarial, summer associate, or law clerk time or overtime; or charges for "file management," or word processing, without prior approval. Further, the State does not pay for administrative work performed by lawyers, such as managing attorneys, without prior approval.

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<sup>6</sup> *See* SAM § 0325(7)(a), (d).

Unless specifically authorized in advance by Commission Counsel or the OAG's General Counsel, clerical charges are not acceptable, including but not limited to:

1. Routine copying, filing, or retrieving from the files; organization; and/or indexing of pleadings, updating case captions, preparing bills, invoices, correspondence, or other documents prepared by or received by Special Counsel.
2. Scheduling appointments, depositions, and meetings, making travel arrangements, and contacting court reporters.
3. Surcharged rates by paralegals or other support personnel (*e.g.*, an individual working on State matters in the evening and charging overtime, even though he or she could have performed this work during the day without a surcharge added to the rates.)
4. Cost of subscriptions or education expenses.
5. Professional association or other membership fees.
6. Storage charges.

As further explained below, the State considers administrative and clerical work to be part of Special Counsel's office overhead and will not pay such charges, unless otherwise authorized in advance. *See* SAM § 0325 (7)(a), (d).

## VIII. DISBURSEMENTS

### A. Billing Requirements for Expense Reimbursement

Billing invoices must include a chronological listing of any costs advanced (*i.e.*, expenses for reimbursement). Each expense item must be separately itemized, showing the date the expense was incurred, the rate at which the expense is billed, the total amount billed for the expense, and a description of the expense.

Reimbursable expenses will be compensated at actual cost. Actual cost is defined as the amount paid, net of any discounts, to a third-party provider of goods or services.

### B. Internal Expenses

Office Overhead: Items of expense considered overhead are part of the professional's hourly rate and are *not reimbursable*, unless otherwise agreed in advance. The term overhead includes, but is not limited to, office rent, conference rooms, furniture, equipment rental, computer software, office supplies, printing supplies, utilities (including heating and air conditioning on weekends), local transportation, mobile devices and data charges, billing activities, file opening and closing activities, data entry and storage, scanning, budget creation, commuting expenses, completion of conflicts checks, telephone and fax, books, bates numbering, docket systems (such as PACER), subscription services (*e.g.*, Westlaw, Lexis-Nexis, or other legal database charge), bar dues, professional associations, educational expenses, routine postage, entertainment, and local/overtime meals. *See* SAM § 0325(7)(a), (d), (e).

Photocopies: Special Counsel is expected to limit the making of photocopies. Photocopying will be reimbursed at Special Counsel's actual cost at a rate not to exceed 10 cents per page. SAM § 0325(7)(b), (c). For jobs greater than 400 pages, the work may be performed by an outside vendor or inside at actual cost at a rate that cannot, in any event, exceed seven (7) cents per page.

### C. Outside Vendor and Other Expenses

Retention of Experts and Consultants: Commission Counsel must be consulted prior to the retention of any experts or consultants. The State will reimburse Special Counsel for all pre-approved expert or consultant expenses at the actual cost of these services but will not reimburse Special Counsel for any such expenses where Commission Counsel was not consulted.

Computerized Legal Research: Upon prior approval from Commission Counsel, the State will reimburse Special Counsel at actual cost for necessary computerized legal research that falls outside of Special Counsel's ordinary subscription services (*e.g.*, Westlaw, Lexis-Nexis, or other legal database charge). An itemized bill must be submitted with appropriate documentation. SAM § 0325(7)(e).

Overnight Delivery and Messenger Services: Actual cost will be reimbursed for expenditures where the necessity can be demonstrated.

Extraordinary Expenses: Approval must be obtained from Commission Counsel prior to incurring extraordinary expenses such as computerized litigation support services, videotaping of depositions, and extraordinary travel.

### D. Travel Expenses

NRS 281.160 outlines the State's policies regarding travel and subsistence for State officers, board and commission members, employees, and contractors, which includes Special Counsel. Special Counsel's travel expenses are restricted to the "same rates and procedures allowed State employees." SAM § 0320(6).<sup>7</sup> The SAM provides guidance on travel expenses and instructs State agencies to adopt detailed policies based on agency-specific needs. *See* SAM §§ 0200 (addressing travel generally), 0206 (agency policies regarding travel). Accordingly, the OAG adopted a Travel Policy as part of the Nevada Attorney General Policy Manual. *See* § 7.0, Travel Policy, revised July 2016. The travel provisions set forth herein are intended to summarize and/or supplement the State and OAG's travel policies. If a provision herein conflicts with the SAM or OAG's Travel Policy, then the relevant SAM or OAG travel provision controls.

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<sup>7</sup> However, certain portions of the State and OAG's travel guidelines are inapplicable to Special Counsel as an independent contractor. *E.g.*, SAM §§ 0216 (Use of Rental Cars), 0222 (Travel Advances from the Agency Budget Account), 0224 (State Sponsored Credit Cards for Official Travel Only), 0226 (Claims and Payments When Credit Cards Have Been Used); OAG Policy Manual §§ 7.2.1 (addressing use of a State vehicle), 7.4 (State charge cards).

Local Travel: Expenses incurred for local travel, such as parking and tolls, will be reimbursed at actual cost. However, the State will not pay for local travel, commuting, and/or transportation, which is defined as any form of transit to/from/between places of official business, such as travel to a court appearance or offsite meeting location, within 50 miles of Special Counsel's business address.

Out-of-Town Travel: Necessary out-of-town travel will be reimbursed at actual cost, not to exceed GSA rates. Commission Counsel must be informed of necessary out-of-town travel before such travel occurs.

Air Transportation: The State will reimburse Special Counsel for the actual cost of air transportation, not to exceed coach/ economy fare. Copies of flight coupons and itineraries must be submitted as appropriate documentation.

Hotels: The State requires Special Counsel to exercise discretion and prudence in connection with hotel expenditures. Itemized hotel bills must be submitted as appropriate documentation.

Meals: The State will reimburse Special Counsel for the reasonable costs of meals, supported by appropriate documentation. It is not appropriate to charge for lavish meals, and alcohol will not be reimbursed in conjunction with any travel. Group business meal charges at restaurants should include the number of individuals in attendance, their names, the name of their firm, and the purpose of the meeting. Itemized bills must be submitted as appropriate documentation.

Rental Car, Taxis, Ride Share Services, and Airport Parking: The State will reimburse Special Counsel for necessary rental cars and/or taxis at actual cost, not to exceed a standard or mid-size car rental rate. Ride share services and airport parking costs for business purposes are also reimbursable at cost. Itemized bills must be submitted as appropriate documentation.

Amenities: Charges of a personal nature (such as entertainment, pay TV, minibar charges, and dry cleaning) will not be reimbursed.

## **IX. MEDIA REQUESTS AND PUBLIC RELATIONS**

Any media inquiry relating to the State of Nevada, including the State's relationship with Special Counsel, should be referred to the Commission Counsel immediately. Special Counsel should not make statements to the media without securing advance approval.

We are aware that many law firms engage in comprehensive marketing. The State does not permit you to advertise or promote the fact of your relationship with the State or the Commission in your marketing efforts unless the Commission and the OAG specifically agree otherwise. Special Counsel may, however, list the Commission as a representative client.

## **X. CLOSING**

The OAG continually reviews and updates these Guidelines and welcomes any suggestions Special Counsel may have to limit and control costs while providing exceptional legal representation. Please acknowledge below the receipt and circulation of the Guidelines.

Please review these Guidelines carefully and promptly discuss any questions or concerns with Commission Counsel and the OAG's General Counsel. If Special Counsel agrees to the terms of these Guidelines, please sign below and return a copy to General Counsel. Special Counsel may retain a copy for your files and the OAG will provide another copy via email along with the fully executed contract.

Once again, we appreciate your agreement to represent the Commission and we look forward to the successful conclusion of this matter.

ACCEPTED AND AGREED to by:



.....  
**Leslie Nino Piro**  
General Counsel  
State of Nevada  
Office of the Attorney General

Date: July 24, 2023  
.....

ACCEPTED AND AGREED to by:



.....  
Craig Silverstein (Jul 27, 2023 23:00 EDT)

**Craig W. Silverstein**  
Principal  
March Counsel LLC

Date: Jul 27, 2023  
.....

ACCEPTED AND AGREED to by:



.....  
**Michelle D. Briggs**  
Commission Counsel to the  
Colorado River Commission of Nevada  
State of Nevada  
Office of the Attorney General

Date: Jul 28, 2023  
.....



## ATTACHMENT CC INSURANCE SCHEDULE

### INSURANCE REQUIREMENTS:

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

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

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

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

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

**2. Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

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

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

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to:

**Eric Witkowski, Executive Director  
Colorado River Commission of Nevada  
555 E. Washington Ave., Suite 3100  
Las Vegas, NV 89101**

**Leslie Nino Piro, General Counsel  
Attorney General's Office  
555 E. Washington Ave., Suite 3900  
Las Vegas, NV 89101**

Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

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

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

All certificates required by this Contract shall be sent directly to:

**Eric Witkowski, Executive Director  
Colorado River Commission of Nevada  
555 E. Washington Ave., Suite 3100  
Las Vegas, NV 89101**

**Leslie Nino Piro, General Counsel  
Attorney General's Office  
555 E. Washington Ave., Suite 3900  
Las Vegas, NV 89101**

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

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

**Signature:** Craig Silverstein  
Craig Silverstein (Jul 27, 2023 23:00 EDT)  
**Email:** craig.silverstein@marchcounsel.com  
**Title:** Principal  
**Company:** March Counsel LLC

**Signature:** Michelle Briggs  
**Email:** mdbriggs@crc.nv.gov  
**Title:** Special Counsel, Attorney General's Office  
**Company:** COLORADO RIVER COMMISSION

**Signature:** Eric Witkoski  
Eric Witkoski (Jul 28, 2023 08:22 PDT)  
**Email:** ewitkoski@crc.nv.gov  
**Title:** Executive Director  
**Company:** Colorado River Commission of Nevada

**Signature:** Jessica Hoban  
Jessica Hoban (Aug 9, 2023 10:29 PDT)  
**Email:** jhoban@ag.nv.gov  
**Title:** Chief Financial Officer  
**Company:** Nevada Attorney General-LGA

**Signature:** Cynthia Novotny  
**Email:** cnovotny@ag.nv.gov  
**Title:** ASO III  
**Company:** Nevada Attorney General-LGA

**Signature:** hwoodrum  
**Email:** hwoodrum@ag.nv.gov  
**Title:** Senior Deputy Attorney General  
**Company:** Nevada Attorney General-LGA

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF APRIL 8, 2025**

**SUBJECT:** *For Possible Action:* Approve Amendment No. 4 for Contract No. LS-20-02 between the Colorado River Commission of Nevada and Summit Line Construction, Inc (Summit) for labor services related to Transmission and Distribution System Support Services to extend the contract to September 30, 2025.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommend the Commission approve Amendment No. 4 and authorize the Executive Director to sign the amendment on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background of Contract**

In December of 2020, the Colorado River Commission of Nevada (Commission) approved a four-year contract with PAR Electrical Contractors, Inc. (PAR) for labor services related to Transmission and Distribution System Support Services work for the Commission’s customers when requested. Those customers include Southern Nevada Water Authority, Clark County Water Reclamation and the contractors at the Black Mountain Industrial Complex.

On March 8, 2022, the Commission approved Amendment No. 1, that was an assignment of the contract between the Commission and PAR Electrical Contractors, Inc. to PAR Western Line Contractors, LLC.

On July 11, 2023, the Commission approved Amendment No. 2, that was an assignment of the contract between the Commission and PAR Western Line Contractors, LLC., to Summit Line Construction Inc.

On December 10, 2024, the Commission approve Amendment No. 3 to extend the effective date of the contract with Summit until May 1, 2025.

**B. Proposed Amendment No. 4 for Consideration:**

The proposed Amendment No. 4 is an extension of the term of the contract until September 30, 2025. Staff have completed Request for Proposals and are in negotiations with new vendors including Summit to enter into a new agreement. However, Summit is currently performing work on a specific project that is expected to be completed prior to September 30, 2025. For that work to continue, Staff request the Commission extend the current contract to allow that work to be completed.

**C. Staff's Recommendation**

Staff recommend the Commission approve Amendment No. 4 to allow Summit to complete work already commenced.

|                |                 |
|----------------|-----------------|
| <b>CETS #:</b> |                 |
| <b>RFP #:</b>  | <b>LS-20-02</b> |

**AMENDMENT NO. 4**

**TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

Between the State of Nevada  
Acting By and Through Its

|                        |  |
|------------------------|--|
| Agency Name:           | Colorado River Commission of Nevada                              |
| Address:               | 100 N. City Parkway 11 <sup>th</sup> Floor                       |
| City, State, Zip Code: | Las Vegas, Nevada 89106  |
| Contact:               | Shae Pelkowski   |
| Phone:                 | 702-376-9997   |
| Email:                 | <a href="mailto:spelkowski@crc.nv.gov">spelkowski@crc.nv.gov</a> |

|                        |  |
|------------------------|--|
| Contractor Name:       | Summit Line Construction, Inc.   |
| Address:               | 4415 Andrews St.   |
| City, State, Zip Code: | North Las Vegas, Nevada 89081  |
| Contact:               | Melissa Marriott   |
| Phone:                 | 725-229-6327   |
| Email:                 | <a href="mailto:melissa.marriott@summitlineconstruction.com">melissa.marriott@summitlineconstruction.com</a> |

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #LS-20-02 and dated December 1, 2020, as amended, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

The Contract expires on May 1, 2025. Contractor is in the process of completing Task Authorization Nos. 004 and 005 that will take longer than the current term of the Contract. The parties agree to extend the term of the Contract to allow Contractor to complete these Task Authorizations.

**B. Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 10, Contract Termination.

|                |            |     |            |
|----------------|------------|-----|------------|
| Effective from | 12/01/2020 | To: | 05/01/2025 |
|----------------|------------|-----|------------|

**C. Amended Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 10, Contract Termination.

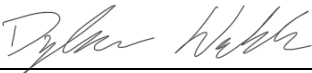
|                |            |     |            |
|----------------|------------|-----|------------|
| Effective from | 12/01/2020 | To: | 09/30/2025 |
|----------------|------------|-----|------------|

|                |                 |
|----------------|-----------------|
| <b>CETS #:</b> |                 |
| <b>RFP #:</b>  | <b>LS-20-02</b> |

2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract, Assignment of Contract Amendment No. 1, Assignment of Contract Amendment No. 2, and Amendment No. 3) is attached hereto, incorporated by reference herein and made a part of this amended contract.

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

Summit Line Construction, Inc.

  
 \_\_\_\_\_ 4/1/2025 \_\_\_\_\_ President, Summit Line Construction, Inc.  
 Independent Contractor's Signature Date Independent Contractor's Title

Colorado River Commission of Nevada

\_\_\_\_\_ Executive Director  
 Eric Witkoski Date Title

Approved as to form by:

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

# **EXHIBIT A**

|                |                 |
|----------------|-----------------|
| <b>CETS #:</b> |                 |
| <b>RFP #:</b>  | <b>LS-20-02</b> |

**AMENDMENT NO. 3**

**TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

Between the State of Nevada  
Acting By and Through Its

|                        |  |
|------------------------|--|
| Agency Name:           | Colorado River Commission of Nevada                              |
| Address:               | 100 N. City Parkway 11 <sup>th</sup> Floor                       |
| City, State, Zip Code: | Las Vegas, Nevada 89106  |
| Contact:               | Shae Pelkowski   |
| Phone:                 | 702-376-9997   |
| Email:                 | <a href="mailto:spelkowski@crc.nv.gov">spelkowski@crc.nv.gov</a> |

|                        |  |
|------------------------|--|
| Contractor Name:       | Summit Line Construction, Inc.   |
| Address:               | 4415 Andrews St.   |
| City, State, Zip Code: | North Las Vegas, Nevada 89081  |
| Contact:               | Donald Gimbel  |
| Phone:                 | 702-644-8141   |
| Email:                 | <a href="mailto:dgimbel@summitlineconstruction.com">dgimbel@summitlineconstruction.com</a> |

1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract resulting from Request for Proposal #LS-20-02 and dated December 1, 2020, as amended, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**A. Provide a brief explanation for contract amendment.**

The Contract expires on December 1, 2024. Contractor is in the process of completing Task Authorization Nos. 001, 002, and 003 that will take longer than the current term of the Contract. The parties agree to extend the term of the Contract to allow Contractor to complete these Task Authorizations and any additional Task Authorizations that may be requested by the Contracting Agency during the extended contract term period.

**B. Current Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 10, Contract Termination.

|                |            |     |            |
|----------------|------------|-----|------------|
| Effective from | 12/01/2020 | To: | 12/01/2024 |
|----------------|------------|-----|------------|

**C. Amended Contract Language:**

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 10, Contract Termination.

|                |            |     |            |
|----------------|------------|-----|------------|
| Effective from | 12/01/2020 | To: | 05/01/2025 |
|----------------|------------|-----|------------|





|                 |          |
|-----------------|----------|
| CETS #:         |          |
| Solicitation #: | LS-20-02 |

## ASSIGNMENT OF CONTRACT

### AMENDMENT NO. 2

Between the State of Nevada  
Acting By and Through Its

|                        |  |
|------------------------|--|
| Agency Name:           | <b>Colorado River Commission of Nevada</b>               |
| Address:               | <b>555 E. Washington Ave., Suite 3100</b>                |
| City, State, Zip Code: | <b>Las Vegas, NV 89101</b>                               |
| Contact:               | <b>Robert Reese</b>                                      |
| Phone:                 | <b>702-682-6972</b>                                      |
| Fax:                   | <b>702-856-3617</b>                                      |
| Email:                 | <a href="mailto:breese@crc.nv.gov">breese@crc.nv.gov</a> |

|                             |  |
|-----------------------------|--|
| Contractor Name (Assignor): | <b>PAR Western Line Contractors, LLC</b>                                 |
| Address:                    | <b>4415 Andrews St.</b>  |
| City, State, Zip Code:      | <b>North Las Vegas, NV 89081</b>   |
| Contact:                    | <b>Andrejs Kukainis</b>  |
| Phone:                      | <b>702-644-8141</b>  |
| Fax:                        | <b>702-644-8148</b>  |
| Email:                      | <a href="mailto:akukainis@parelectric.com">akukainis@parelectric.com</a> |

|                             |  |
|-----------------------------|--|
| Contractor Name (Assignee): | <b>Summit Line Construction, Inc.</b>                                    |
| Address:                    | <b>4415 Andrews St.</b>  |
| City, State, Zip Code:      | <b>North Las Vegas, NV 89081</b>   |
| Contact:                    | <b>Andrejs Kukainis</b>  |
| Phone:                      | <b>702-644-8141</b>  |
| Fax:                        | <b>702-644-8148</b>  |
| Email:                      | <a href="mailto:akukainis@parelectric.com">akukainis@parelectric.com</a> |

1. **AMENDMENTS.** All provisions of the original contract dated 12/01/2020 remain in full force and effect with the exception of the following:
  - A. **Assignment.** Assignor assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

|                        |                 |
|------------------------|-----------------|
| <b>CETS #:</b>         |                 |
| <b>Solicitation #:</b> | <b>LS-20-02</b> |

- B. State Assent. The State hereby ratifies and assents to Assignor's transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
- C. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- D. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
- 1) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
  - 2) The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Assignee shall provide policies of insurance in amounts set forth in the original contract.


2. **INCORPORATED DOCUMENTS**. Exhibit A (Original Contract and Amendment No. 1), is attached hereto, incorporated by reference herein and made a part of this assignment. Exhibit B (Notification of Restructuring) is attached hereto, incorporated by reference herein and made a part of this assignment.

|                        |          |
|------------------------|----------|
| <b>CETS #:</b>         |          |
| <b>Solicitation #:</b> | LS-20-02 |

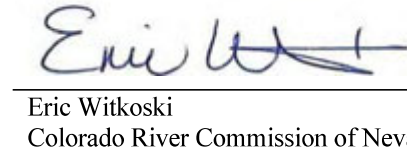
IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Contract and Amendment to the original Contract to be signed and intend to be legally bound thereby.

  
 \_\_\_\_\_  
 PAR Western Line Contractors, LLC  
 07/05/2023  
 Date

\_\_\_\_\_  
**President**  
 Title


  
 \_\_\_\_\_  
 Summit Line Construction, Inc.  
 6/30/2023  
 Date

\_\_\_\_\_  
**President**  
 Title

  
 \_\_\_\_\_  
 Eric Witkoski  
 Colorado River Commission of Nevada  
 7/12/2023  
 Date

\_\_\_\_\_  
**Executive Director**  
 Title

Approved as to form by:

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

On: Jul 12, 2023  
 \_\_\_\_\_  
 Date

**ASSIGNMENT OF CONTRACT****AMENDMENT NO. 1**

Between the State of Nevada  
Acting By and Through Its

|                        |  |
|------------------------|--|
| Agency Name:           | <b>Colorado River Commission of Nevada</b> |
| Address:               | <b>555 E. Washington Ave., Suite 3100</b>  |
| City, State, Zip Code: | <b>Las Vegas, NV 89101</b>                 |
| Contact:               | <b>Robert Reese</b>                        |
| Phone:                 | <b>702-682-6972</b>                        |
| Fax:                   | <b>702-856-3617</b>                        |
| Email:                 | <b>breese@crc.nv.gov</b>                   |

|                             |  |
|-----------------------------|--|
| Contractor Name (Assignor): | <b>PAR Electrical Contractors, Inc. (PAR)</b>                            |
| Address:                    | <b>4415 Andrews St.</b>  |
| City, State, Zip Code:      | <b>North Las Vegas, NV 89081</b>   |
| Contact:                    | <b>Andresj Kukainis</b>  |
| Phone:                      | <b>702-644-8141</b>  |
| Fax:                        | <b>702-644-8148</b>  |
| Email:                      | <a href="mailto:akukainis@parelectric.com">akukainis@parelectric.com</a> |

|                             |  |
|-----------------------------|--|
| Contractor Name (Assignee): | <b>PAR Western Line Contractors, LLC</b>                                 |
| Address:                    | <b>4415 Andrews St.</b>  |
| City, State, Zip Code:      | <b>North Las Vegas, NV 89081</b>   |
| Contact:                    | <b>Andrejs Kukainis</b>  |
| Phone:                      | <b>702-644-8141</b>  |
| Fax:                        | <b>702-644-8148</b>  |
| Email:                      | <a href="mailto:akukainis@parelectric.com">akukainis@parelectric.com</a> |

1. **AMENDMENTS.** All provisions of the original contract dated 12/01/2020 remain in full force and effect with the exception of the following:
  - A. **Assignment.** Assignor assigns and delegates all right, title and interest in the original contract to Assignee. Assignee hereby accepts the foregoing transfer, assignment and delegation of the original contract and of all right, title and interest accrued, or to accrue, in, to and under the original contract, and hereby covenants to perform all of the terms, conditions and agreements therein contained on its part to be performed. Assignee, in consideration of the assignment and the foregoing consent to it, unconditionally and irrevocably assumes the obligations of the original contract and its specifications, as well as any and all obligations and liabilities of Assignor, presently accrued or that may accrue, under and in connection with the original contract, or the performance or failure of performance of, equally and effectually, in all respects, as if Assignee had been originally, and at all later times hereafter, the second party to the original contract, in the place and stead of Assignor, and as if any and all acts, omissions or defaults of Assignor to date had been the acts, omissions or defaults of Assignee.

- B. State Assent. The State hereby ratifies and assents to Assignors' transfer and assignment of all rights and delegation of the performance of all obligations under the original contract to Assignee. All terms, conditions and agreements of the original contract shall be binding upon Assignee as successor in interest to Assignor.
- C. Notice. All communications, including notices, required or permitted to be given under the original contract shall be in writing and shall be directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.
- D. Insurance. Assignee, as an independent contractor and not an employee of the State, must provide policies of insurance in amounts set forth in the original contract and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the original contract. The State shall be named as an additional insured or a loss payee as appropriate on any and all insurance policies taken by Assignee. Assignee shall not commence work before:
- 1) Assignee has provided the required evidence of insurance to the Contracting Agency of the State, and
  - 2) The State has approved the insurance policies provided by Assignee.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Assignee shall provide evidence of policies of insurance in amounts set forth in the original contract.

2. **INCORPORATED DOCUMENTS**. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this assignment. Exhibit B (Notification of Merger) is attached hereto, incorporated by reference herein and made a part of this assignment.

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



2/18/2022

James Stapp

Date

President



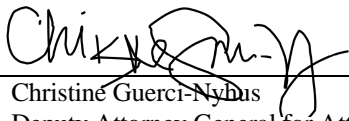
3/9/2022

Eric Witkoski

Date

Executive Director

Approved as to form by:



Christine Guerci-Nyhus  
Deputy Attorney General for Attorney General

On: 03/15/2022

Date

|              |
|--------------|
| CETS#        |
| RFP#LS-20-02 |

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting by and Through its

|                        |  |
|------------------------|--|
| Agency Name:           | Colorado River Commission of Nevada (CRCNV)              |
| Address:               | 555 E. Washington Avenue, Suite 3100                     |
| City, State, Zip Code: | Las Vegas, NV 89101                                      |
| Contact:               | Robert Reese   |
| Phone:                 | 702-682-6972   |
| Fax:                   | 702-856-3617   |
| Email:                 | <a href="mailto:breese@crc.nv.gov">breese@crc.nv.gov</a> |

|                        |  |
|------------------------|--|
| Contractor Name:       | PAR Electrical Contractors, Inc. (PAR)                                   |
| Address:               | 4415 Andrews St.   |
| City, State, Zip Code: | North Las Vegas, NV 89081  |
| Contact:               | Andrejs Kukainis   |
| Phone:                 | 702-644-8141   |
| Fax:                   | 702-644-8148   |
| Email:                 | <a href="mailto:akukainis@parelectric.com">akukainis@parelectric.com</a> |

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.



|              |
|--------------|
| CETS#        |
| RFP#LS-20-02 |

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*.

|                 |            |     |            |
|-----------------|------------|-----|------------|
| Effective from: | 12/01/2020 | To: | 12/01/2024 |
|-----------------|------------|-----|------------|

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

|               |  |
|---------------|--|
| ATTACHMENT A: | STATE SOLICITATION OR RFP #LS-20-02 and AMENDMENTS # |
| ATTACHMENT D: | INSURANCE SCHEDULE                                   |
| ATTACHMENT C: | CONTRACTOR'S RESPONSE                                |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

|           |     |                    |
|-----------|-----|--------------------|
| \$ Agreed | per | Task Authorization |
|-----------|-----|--------------------|

|  |  |
|--|--|
| Total Contract or installments payable at: |  |
|--|--|

|                               |                |
|-------------------------------|----------------|
| Total Contract Not to Exceed: | \$1,200,000.00 |
|-------------------------------|----------------|

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

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## 9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section. Notwithstanding anything to the contrary in this Contract, CRCNV shall not have the right to inspect or audit the makeup of any fixed, lump sum, unit price percentage markup, multiplier or any other fixed form of compensation.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

## 10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided. If CRCNV terminates this Contract without cause, CRCNV shall pay Contractor for Work completed prior to the termination.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

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- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
  - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so, requested by the Contracting Agency;
  - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the Contracting Agency;
  - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY**. The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, pandemic, epidemic, quarantine, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor shall be entitled to an equitable adjustment in schedule and

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compensation for any such events. Given the existence of the COVID-19 / coronavirus pandemic, Contractor will use its best efforts to staff and supply this project. However, anything to the contrary notwithstanding, Contractor shall have the right to seek an excusable extension of time if Contractor or its subcontractors and suppliers are unable to maintain planned crew sizes or work force due to the illness, supply shortages or governmental restraints on business, travel and/or assembly.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of the Work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree but in each instance, only to the extent caused by the negligent act or omission of Contractor. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment D*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the limits as specified in *Attachment D*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
- 1) Final acceptance by the State of the completion of this Contract; or
  - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance within ten (10) the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds to the full limits of liability required by this Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

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- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall be borne by the Contractor.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
  - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

**Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.**

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 04 13 or CG 20 37 04 13 ), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with required limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance endorsement, as appropriate to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible

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to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of therecords.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

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- A. Any federal, state, county or local agency, legislature, commission, council or board;
- B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **LIMITATION OF LIABILITY.** Notwithstanding anything else to the contrary, Contractor's liability hereunder, from any cause and based on any theory whatsoever, shall not in the aggregate exceed fifteen million dollars (\$15,000,000), hereunder, except to the extent of Contractor's (including parties under its control) willful misconduct, and/or breach of confidentiality provisions, and Contractor's indemnity obligations hereunder for third party claims.
32. **LATENT SITE CONDITIONS:** Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, the Contract sum and time for performance shall be equitably adjusted by Change Order.

|              |
|--------------|
| CETS#        |
| RFP#LS-20-02 |

33. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

**PAR ELECTRICAL CONTRACTORS, INC.**

Andrejs Kukainis

Digitally signed by Andrejs  
Kukainis  
Date: 2020.11.09 16:22:13 -08'00'

Andrejs Kukainis  
Division Manager

Date

**COLORADO RIVER COMMISSION  
OF NEVADA**



12-8-2020

Eric Witkoski  
Executive Director

Date

Approved as to form:

Christine Guerci-Nyhus

12-9-2020

Christine Guerci-Nyhus  
Special Counsel to the  
Colorado River Commission of Nevada

Date





4414 Powerline Rd.  
Heber City, UT 84032

**PHONE** 435.657.0721  
**WEB** [quantawestllc.com](http://quantawestllc.com)  
**NYSE - PW**

May 24, 2023

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

**Attn:** Robert Reese

**Re: PAR Western Line Contractors, LLC and Summit Line Construction, Inc. Join Forces in Nevada**

Dear Mr. Reese,

PAR Western Line Contractors, LLC (“PWLC”) and its sister Quanta Services, Inc. companies have partnered for decades to provide contiguous, best-in-class service to Colorado River Commission (CRC), utilizing local leadership and Union workforce to perform work professionally, safely, and with quality.

To better serve the needs of our clients in a high-quality and cost-competitive manner, Quanta West, LLC (“Quanta West”) was formed. Quanta West leadership has sought out to steadily expand and improve our regional management talent and to align various Operating Company capabilities to provide seamless and holistic energy solutions in the West. To further support this, Quanta West has initiated certain corporate restructuring for a few of its subsidiaries to achieve these goals.

Going forward, operations in Nevada will be led by Summit Line Construction, Inc. (“Summit”), under the leadership of President Dylan Welsh. Summit Line Construction will assume PWLC’s operations and will integrate the teams into its current operations. PWLC in its current corporate form will continue to operate in the West, with specific focus on California operations only.

Reno operations will continue to be led by Shane Glenn, with expanded local leadership support from Brian Meagher, Vice President of Business Operations for Summit. Las Vegas operations will continue to be led locally by Andrejs Kukainis.

The Employer Identification Number (EIN) of Summit, 27-1618499, a Quanta West entity, will be the EIN for future operations. The Summit leadership team will work closely with CRC to transition or assign current contracts, as well as coordinate with Local Unions for bargaining employee relations.

PWLC will be the employer and entity of record using EIN # 43-1939873 until restructuring and assigned contracts are finalized. While some operational changes have already begun, we expect an effective date for purposes of resourcing our work to be **July 1, 2023**.

Thank you for your partnership and consideration. We are happy to answer any questions you may have as it relates to this corporate realignment, Summit’s culture and capabilities, or any other aspects that relate to our continued partnership.

We look forward to providing best in class service to you for years to come.

Sincerely,

Travis Walser  
President  
PAR Western Line Contractors, LLC  
[twalser@parwlc.com](mailto:twalser@parwlc.com)

Dylan B. Welsh  
President  
Summit Line Construction, Inc.  
[dwelsh@summitlineconstruction.com](mailto:dwelsh@summitlineconstruction.com)

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF APRIL 8, 2025**

**SUBJECT:** *For Information Only:* Update on Financial audit , budget submitted for FY 2026 and FY 2027 and related matters for the 2025 Nevada Legislative session.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**



# Colorado River Commission of Nevada

## Budget Hearing Presentation

CRC 296-4490

February 27, 2025



Credit: Colorado River Commission of Nevada

1

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## CRC Organization

Created - In 1935 by Nevada State Legislation in response to the completion of Hoover Dam, bringing the power and water contracts related to the Colorado River into one agency.

Seven Commission members per statute:

- Four (4) members appointed by the Governor
- Three (3) by the Southern Nevada Water Authority (SNWA)

Credit: Colorado River Commission of Nevada

2

2



## Funding

- The CRC receives no State general fund dollars or federal grants.
- CRC's funding comes from a charge for work related to water, an administrative charge on power deliveries, and reimbursement for costs incurred for various projects.

Credit: Colorado River Commission of Nevada

3

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## CRC Statutory Authority

- **NRS 538.161** "Represent and act for the State of Nevada in the negotiation and execution of contracts...purchase or transmission of power from any source, or for the planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this state..."
- **NRS 538.181** - The Commission shall hold and administer all rights and benefits pertaining to the distribution of the power and water mentioned in [NRS 538.041](#) to [538.251](#), inclusive, for the State of Nevada and, except as otherwise provided in [NRS 538.186](#), may enter into contracts relating to that power and water, including the transmission and other distribution services, on such terms as the Commission determines.
- **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. (Serving Black Mountain Industrial Park – a legacy contract going back to post-World War 2.)
  - (b) The Southern Nevada Water Authority and its member agencies for their water and wastewater operations.

Credit: Colorado River Commission of Nevada

4

4



## CRC Main Functions

### Water and Environmental Programs

- Represents the State's interest in Colorado River water negotiations and environmental program matters with Southern Nevada Water Authority (SNWA).

### CRC Energy

- **Hydropower** - Manages Nevada's hydropower allocation and interacts with the federal agencies regarding costs, markets, investments, rates and distributes power to 23 customers including Southern Nevada's urban and rural electric utilities, industrial customers, SNWA and some state and local government entities.
- **Power Delivery Group** - Operates and maintains 27 substations, underground and overhead transmission and distribution lines serving SNWA and Clark County Water Reclamation; and involved with various infrastructure projects.
- **Staff Silver State Energy Association (SSEA)** along with personnel from Southern Nevada Water Authority manages purchase power portfolio.

Credit: Colorado River Commission of Nevada

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## CRC's Budget Process

- Proposed budget is provided to CRC customers at a budget workshop for review in April-May timeframe.
- Draft budget is presented to the Commission at public meeting for Commission input and direction normally in June. No action is taken on the budget at this meeting.
- Final draft budget is presented to the Commission a second time at a public meeting, normally in August for approval.
- Submitted to Governor's Budget Division by September 1.
- CRC Staff holds a customer meeting in October of each year, provides customers updates on budgets, reserve levels and any expected increases in costs that may be on the horizon.
- Additionally, staff meets individually with each customer across the biennium.

Credit: Colorado River Commission of Nevada

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# Power Delivery Group Budget Enhancements

## Budget Account 296-4490

- E-225 Economic Growth and Business Development:
  - Includes the addition of three new FTE's to accommodate growing needs of the Power Delivery Group.
    - Power Facilities Electrician
    - Senior Power Facilities Electrician (x2)
  - The positions are needed to enhance the operation and maintenance of the electrical systems.
  - The systems are aging with increased stress from use and high temperatures.
  - Thus, the personnel is needed to work on maintaining the system.

Credit: Colorado River Commission of Nevada

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# Power Delivery Group

The electrical system delivers power to the Southern Nevada Water Authority, including major cities in Southern Nevada for water pumping and waste-water treatment.

The system provides the energy to move the water across a large part of the Las Vegas Valley.

CRC Energy provides this service at cost.

System includes:

- 27 **high-voltage** substations; adding three (3) new substations in next two years
- 32 miles of overhead 230-kV Transmission lines; adding ten (10) miles of transmission line by the end of the year
- Four (4) miles of overhead 69-kV transmission lines
- 11 miles of underground 69-kV transmission lines

Credit: Colorado River Commission of Nevada

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## CRC Energy's Power Delivery Customers

| CRC Substations<br>CRC 1-3    | Water and Waste-Water<br>Customers | Special Projects,<br>Substations and Transmission line |
|-------------------------------|------------------------------------|--|
| Henderson WC LLC              | Southern Nevada Water Authority    | Southern Nevada Water Authority                        |
| Lhoist                        | City of Henderson                  | City of Henderson                                      |
| Olin Chlor Alkali Products    | City of Las Vegas                  | City of Las Vegas                                      |
| TIMET                         | City of North Las Vegas            | City of North Las Vegas                                |
| Borman Specialty<br>Materials | Clark County Water Reclamation     | Clark County Water Reclamation                         |
|                               | Las Vegas Valley Water District    | Las Vegas Valley Water District                        |
|                               |                                    | City of Boulder City                                   |

Credit: Colorado River Commission of Nevada

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## Impact of Extreme Heat on Power Delivery Infrastructure

| <u>First-Order Impacts</u>   | <u>Second-Order Impacts</u>  | <u>Third-Order Impacts</u>   |
|--|--|--|
| <b>Increased Energy Demand</b> for cooling systems (e.g., AC, refrigeration)         | <b>Power Outages and Grid Failures</b> spreading in coverage, lasting longer | <b>Term Loss of Operational Capability</b> (extended outages)          |
| <b>Overheating of Electrical Components</b> (transformers, switches, circuit boards) | <b>Equipment Inoperability</b> (generators, sensors, and backup systems)     | <b>Increased Wildfire Risk</b> from power line failures                |
| <b>Stressed Power Lines and Equipment</b> (material failure, corrosion)              | <b>Damaged Infrastructure Foundations</b> (sinking or warping)               | <b>Severe Consequences on Supply Chains</b> (resource delivery delays) |
| <b>Increased Risk of Power Outages</b> due to heat-related stress on equipment       | <b>Resource Theft &amp; Site Breach Risks</b> due to vulnerable systems      |  |

Credit: Colorado River Commission of Nevada

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## Power Delivery Group Projects

**SNWA – Boulder Flats Switchyard and Transmission Line**

- The CRC is nearing completion of material contracts for the ten-mile transmission line that will connect the Boulder Flats Solar Project to the Mead substation. The CRC is overseeing the construction of the transmission line and the project expansion for Townsite Phase II.

**Las Vegas Valley Water District – Monthill and Garnet Valley Substations**

- The CRC is currently in the request for proposals and contracting stage for transformers and materials for the Monthill and Garnet Valley substations for the Las Vegas Valley Water District and SNWA. (In response to continued growth in the Valley)

**City of Boulder City – Substation No. 3**

- The CRC is overseeing the design and construction of the rebuild of the facility in collaboration with the City's Utility Division. (Needed for system improvements)

**Operation and Maintenance Projects:**

- The CRC currently has numerous operation and maintenance projects that are active or proposed for SNWA, Las Vegas Valley Water District, and Clark County Water Reclamation. (The system is aging and subject to intense summer heat)

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# Power Delivery Group Projects Six-Year Plan

## Capital Projects

| Customer     | Project Name                                   | Status  | Schedule (FY) |
|--------------|--|---------|---------------|
| SNWA         | Boulder Flats Switchyard and Transmission Line | Active  | 2022-2026     |
| SNWA         | Monthill Substation                            | Active  | 2023-2028     |
| SNWA         | Garnet Valley Substation                       | Active  | 2024-2029     |
| Boulder City | Substation #3                                  | Active  | 2022-2028     |
| SNWA         | Horizon Lateral Phase 1                        | Scoping | 2025-2032     |
| CCWRD        | Ivanpah WWTP                                   | Scoping | 2025-2034     |
| CCWRD        | VAR Balancer                                   | Scoping | 2025-2028     |

Credit: Colorado River Commission of Nevada

## O&M Projects

| Customer | Project Name                                    | Status   | Schedule (FY) |
|----------|---|----------|---------------|
| SNWA     | Foothills Substation - PLC Replacement          | Active   | 2026          |
| SNWA     | Eastside - 69kV Breaker Replacement             | Active   | 2025          |
| Multiple | Network Upgrade - Cienna Platform               | Complete | 2024          |
| Multiple | Meter Upgrade - EBM Migration                   | Active   | 2025          |
| Multiple | Meter Upgrade - NVE Meter Replacement           | Active   | 2025          |
| Multiple | Network Upgrade - SONET SCADA Migration         | Proposed | 2027          |
| Multiple | Network Upgrade - SONET Ring Relay Migration    | Proposed | 2027          |
| Multiple | Network Upgrade - Managed Switches              | Proposed | 2027          |
| Multiple | Network Upgrade - Frame Relay Demo              | Complete | 2025          |
| Multiple | RWTF Building 15 - Siecor Panel Replacement     | Proposed | 2027          |
| Multiple | Drawing Document Management                     | Proposed | 2028          |
| CCWRD    | AWT Communications Processor Replacement        | Proposed | 2028          |
| CCWRD    | Surge Pond Communications Processor Replacement | Proposed | 2028          |
| CCWRD    | Rochelle Communications Processor Replacement   | Proposed | 2028          |
| CRCNV    | 230kV Line Relay Upgrade                        | Active   | 2022-2025     |
| CRCNV    | BPS 1A PLC and Relay Replacement                | Proposed | 2030          |
| CRCNV    | BPS 2 PLC Replacement                           | Proposed | 2030          |
| Multiple | Eastside 230kV RTAC Installation                | Complete | 2024          |
| CRCNV    | IPS 1 PLC Replacement                           | Proposed | 2030          |
| SNWA     | 69kV Cable Replacement                          | Scoping  | 2024-2026     |

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## O&M Projects (continued)

| Customer | Project Name  | Status   | Schedule (FY) |
|----------|---|----------|---------------|
| CRCNV    | Newport Transformer Paralleling Restoration             | Proposed | 2027          |
| CRCNV    | IPS 2 PLC and Relay Replacement                         | Proposed | 2030          |
| SNWA     | RWTF Solar - DTT Installation / Recloser Replacement    | Active   | 2025          |
| CRCNV    | Eastside 230kV PLC and Relay Replacement                | Proposed | 2027          |
| CRCNV    | Newport 230kV PLC and Relay Replacement                 | Proposed | 2028          |
| CRCNV    | Eastside 69kV PLC and Relay Replacement                 | Proposed | 2027          |
| CRCNV    | Newport 69kV SCADA Upgrade and Relay Replacement        | Proposed | 2028          |
| LVVWD    | Fort Apache - Inverter Replacement                      | Scoping  | 2025          |
| CRCNV    | Mead-Newport OPGW Fiber Repairs                         | Proposed | 2027          |
| CRCNV    | Newport and Eastside Line MOD                           | Proposed | 2029          |
| CCWRD    | Surge Pond - Transformer Paralleling Design             | Proposed | 2026          |
| CRCNV    | RMP S B Breaker Replacement                             | Proposed | 2028          |
| SNWA     | Hacienda PLC Replacement                                | Proposed | 2026          |
| CRCNV    | Newport 69kV Breaker Replacement                        | Proposed | 2028          |
| BMI      | CRC #2 PLC Replacement and SCADA Upgrade                | Scoping  | 2025          |
| CCWRD    | AWT, Surge Pond, Rochelle HVAC Upgrade                  | Scoping  | 2025          |
| CRCNV    | PP 1A / 1B PLC Replacement                              | Proposed | 2029          |
| BMI      | CRC #1 PLC Replacement and SCADA Upgrade                | Scoping  | 2026          |
| CRCNV    | Cybersecurity Risk Assessment                           | Scoping  | 2025          |
| LVVWD    | Spring Mountains Inverter Replacement                   | Proposed | 2025          |
| CRCNV    | PP 1C PLC Replacement                                   | Proposed | 2029          |
| BMI      | CRC #3 PLC Replacement and SCADA Upgrade                | Scoping  | 2026          |
| BMI      | CRC #3 HV Disconnect Switch and Transformer Maintenance | Scoping  | 2025          |
| LVVWD    | Grand Canyon Inverter Replacement                       | Proposed | 2025          |
| CRCNV    | PP 2A / 2B PLC Replacement                              | Proposed | 2029          |
| CRCNV    | Newport Office Expansion                                | Proposed | 2026          |
| BMI      | CRC #1 Battery Replacement                              | Proposed | 2025          |
| LVVWD    | Ronzone Inverter Replacement                            | Proposed | 2025          |
| CRCNV    | PP 2C PLC Replacement                                   | Proposed | 2029          |
| CCWRD    | Surge Pond Conservator Bladder Repair                   | Proposed | 2026          |
| CCWRD    | C C W R D Radio Link Decomm                             | Proposed | 2026          |
| LVVWD    | Luce Inverter Replacement                               | Proposed | 2025          |
| CRCNV    | SCADA Weather Station                                   | Proposed | 2029          |
| SNWA     | PP 3 SCADA Upgrade                                      | Proposed | 2030          |
| SNWA     | PP 4 SCADA Upgrade                                      | Proposed | 2030          |
| SNWA     | PP 5 SCADA Upgrade                                      | Proposed | 2030          |
| SNWA     | PP 6 SCADA Upgrade                                      | Proposed | 2030          |
| CRCNV    | Newport 230kV Breaker Replacement                       | Proposed | 2030          |
| CRCNV    | RMP S A PLC and Relay Replacement                       | Proposed | 2031          |
| CRCNV    | RMP S B PLC Replacement                                 | Proposed | 2031          |
| CRCNV    | RWTF PLC and Relay Replacement                          | Proposed | 2031          |

Credit: Colorado River Commission of Nevada

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## Summary

### For Budget Account 296-4490

#### E-225 Economic Growth and Business Development:

- The three new positions are needed to enhance the operation and maintenance of the electrical system
- To support necessary operations and maintenance, such as:
  - Adding three new substations
  - Aging system (some portions 20+ years old)
  - Stress from use and high temperatures
- Additional personnel is needed to operate and maintain the system

Credit: Colorado River Commission of Nevada

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## Questions?



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Credit: Colorado River Commission of Nevada

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM N  
FOR MEETING OF APRIL 8, 2025**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM O  
FOR MEETING OF APRIL 8, 2025**

**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:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM P  
FOR MEETING OF APRIL 8, 2025**

**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 comments 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 Q  
FOR MEETING OF APRIL 8 2025**

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

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM R  
FOR MEETING OF APRIL 8, 2025**

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

**STAFF COMMENTS AND BACKGROUND:**

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, May 13, 2025, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM S  
FOR MEETING OF APRIL 8, 2025**

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

**STAFF COMMENTS AND BACKGROUND:**