

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF JUNE 10, 2025**

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

STAFF COMMENTS AND BACKGROUND:

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF JUNE 10, 2025**

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Approval of minutes of the April 8, 2025, meeting.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the April 8, 2025, meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, April 8, 2025, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman	Puoy K. Premsrirut
Vice Chairwoman	Kara J. Kelley
Commissioner	Dan Stewart
Commissioner	Steve Walton

COMMISSIONERS PRESENT VIA TELECONFERENCE

Commissioner	Allen J. Puliz
Commissioner	Cody Winterton

COMMISSIONER NOT IN ATTENDANCE

Commissioner	Marilyn Kirkpatrick
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DEPUTY ATTORNEY(S) GENERAL

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

COMMISSION STAFF IN ATTENDANCE

Executive Director	Eric Witkoski
Senior Assistant Director	Sara Price
Assistant Director, Engineering and Operations	Shae Pelkowski
Assistant Director, Energy Information Systems	Kaleb Hall
Assistant Director, Hydropower	Gail Bates
Assistant Director, Natural Resources	Warren Turkett, Ph.D.
Chief Accountant	Gail L. Benton
Hydropower Program Manager	Craig Pyper
Assistant Hydropower Program Manager	Matthew Alinsod
Energy Management Data Analyst	Rebecca Suafoa
Hydropower Analyst	Elissa Emery
Power Systems Operations Manager	Walter Shupe
Senior Energy Accountant	Hyelim Hong
System Coordinator	Chris Smith
Natural Resources Specialist	Danielle Collins
Natural Resources Specialist	Kristina Sasser
Executive Assistant Manager	Gina L. Goodman
Manager, Comm. and Special Projects	Noah Fischel
Administrative Assistant IV	Elsa Nava
Administrative Assistant III	Tamisha Randolph
Administrative Assistant II	Joshua Cleveland
Administrative Assistant II	Bobbie Hickman
Administrative Assistant II	Thyandra Lewis

OTHERS PRESENT: REPRESENTING

City of Henderson
City of Henderson
City of Boulder City
Legislative Counsel Bureau
Southern Nevada Water Authority
Southern Nevada Water Authority

Becky Rise
Christopher Boyd
Joe Stubit
Justin Luna
Jordan Bunker
Scott Krantz

DRAFT

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

APRIL 8, 2025

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:32 p.m., followed by the pledge of allegiance.

A. Conformance of Open Meeting Law.

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

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

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

C. For Possible Action: Approval of minutes of February 11, 2025, meeting.

Commissioner Stewart moved for approval of the minutes of the February 11, 2025, meeting. The motion was seconded by Commissioner Walton and approved by unanimous vote.

D. For Possible Action: Approve Contract No. PAS-25-01 between the Colorado River Commission of Nevada and Moss Adams LLP for a four-year term for accounting and auditing services for an amount of \$382,000.

Mr. Witkoski introduced Item D for possible action.

Doug Beatty, Chief of Finance and Administration, explained the contract provides for Moss Adams to perform the annual financial audit of the Commission's books and records, including review of internal controls as required.

Commissioner Walton asked about the four-year agreement if the Commission decides later to go in a different direction, after two years would the Commission be able to cancel with or without penalty?

Mr. Witkoski replied that under state contracting it would be referred to legal counsel Michelle Briggs, and that he believes contracts can be terminated with thirty (30) days' notice.

Vice Chairwoman Kelley, as Chairwoman of the Finance Subcommittee, reiterated her confidence in the choice of Moss Adams.

Vice Chairwoman Kelley moved for approval of Contract No. PAS-25-01 between the Colorado River Commission of Nevada and Moss Adams LLP for a four-year term for accounting and auditing services for an amount of \$382,000.

The motion was seconded by Commissioner Stewart and approved by unanimous vote.

E. *For Possible Action:* Approve Contract No. CRCGV-08 between successful bidder, Peak Substation Services LLC., and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3170, for two 230 kV circuit breakers for Southern Nevada Water Authority's Garnet Valley Water System Project in the amount of \$675,000 and authorize a change order contingency amount not to exceed \$67,500.

Mr. Witkoski introduced Item E for possible action.

Shae Pelkowski, Assistant Director, Engineering and Operations explained the Contract is to design, manufacture, assemble, test, ship, and provide all other ancillary services relating to the procurement of two 230 kV circuit breakers as specified in the contract.

Chairwoman Premsrirut asked, "Are these the circuit breakers that have already been ordered, did the lead time change or is standard process?"

Mr. Pelkowski replied yes and explained that the new circuit breakers will replace the refurbished ones when they arrive. However, the lead time is several years. These refurbished circuit breakers will allow SNWA to meet deadlines to serve the City of North Las Vegas, and in the future, they will be held in storage for emergency use.

Vice Chairwoman Kelley moved for approval Contract No. CRCGV-08 between successful bidder, Peak Substation Services LLC., and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3170, for two 230 kV circuit breakers for Southern Nevada Water Authority's Garnet Valley Water System Project in the amount of \$675,000 and authorize a change order contingency amount not to exceed \$67,500.

The motion was seconded by Commissioner Stewart and approved by unanimous vote.

F. *For Possible Action:* Approve Contract No. LS-25-MPS between Michels Pacific Energy, Inc. and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3056 for construction and repair services for a term ending June 30, 2028, not to exceed \$2,000,000.

G. *For Possible Action:* Approve Contract No. LS-25-LND, between LND Technical Services and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3056 for maintenance and testing labor support for a term ending June 30, 2028, not to exceed \$1,200,000.

H. *For Possible Action:* Approve Contract No. LS-25-RMS between RMS Energy and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3056 for maintenance and testing labor support for a term ending June 30, 2028, not to exceed \$1,200,000.

Mr. Witkoski introduced Items F, G, and H all for possible action.

Mr. Pelkowski explained Agenda Items F, G, and H are the result of a multi award Request for Proposals (RFP). Staff attempts to increase the number of available qualified contractors to execute work as necessary. These are enabling contracts with the intent to not necessarily spend the full amount but to merely have the option to use their services as we move forward in the next four years, doing more projects, maintenance, testing and possible need for labor support

Mr. Pelkowski explained Item F is the proposed contract with Michels Pacific Energy, Inc. that will focus on construction and repair, with a term ending June 30, 2028.

Item G is the proposed contract with LND Technical Services that will focus on maintenance and testing labor support, with a term ending June 30, 2028.

Item H is the proposed contract with RMS Energy that will focus on maintenance and testing labor support, with a term ending June 28, 2028.

Chairwoman Premsrirut thanked Mr. Pelkowski for the explaining Items F, G, and H.

Vice Chairwoman Kelley moved to approve F, G, H. The motion was seconded by Commissioner Walton and approved by unanimous vote.

<p>I. <i>For Possible Action: Approval of Amendment No. 1 to Garnet Valley Project Documents Contract No. CRCGV-02 for Material and Equipment between the Colorado River Commission of Nevada and Peak Substation Services, LLC., to increase the contract price by \$208,755 to \$1,239,255 and authorize a change order contingency amount not to exceed \$20,875.</i></p>

Mr. Witkoski introduced Item I for possible action.

Mr. Pelkowski explained the original RFP for the materials under this contract was issued on March 3, 2024, with responses due May 13, 2024. The RFP was sent to 29 vendors and only one response was received from Peak Substation Services, LLC. This Amendment No. 1, to the original contract, will allow for additional material and equipment to be purchased that are necessary for the Garnet Valley project, including NV Energy metering for the Project.

Commissioner Stewart moved to approve Amendment No. 1 to Garnet Valley Project Documents Contract No. CRCGV-02 for Material and Equipment between the Colorado River Commission of Nevada and Peak Substation Services, LLC., to increase the contract price by \$208,755 to \$1,239,255 and authorize a change order contingency amount not to exceed \$20,875.

The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote.

J. 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.

Mr. Witkoski introduced Item J for possible action.

Mr. Pelkowski explained currently, Clark County Water Reclamation District (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 evaluate the substation’s 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).

Chairwoman Premsrirut asked, “Is the feasibility study applicable to our entire operation and substation management, or just a portion?”

Mr. Pelkowski replied this will be specific to CCWRD substations inherited by the Commission years ago.

Commissioner Stewart asked, “Will Commission Staff be self-performing this work?”

Mr. Pelkowski replied that staff will subcontract the study to an engineering firm.

Commissioner Walton moved to approve the 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.

The motion was seconded by Commissioner Stewart and approved by unanimous vote.

K. For Possible Action: 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.

Mr. Witkoski introduced item K for possible action.

Chairwoman Premsrut commented, “The attorneys who assist the Commission are appreciated for both their legal knowledge and their ability to coordinate between the Commission and SNWA.”

Vice Chairwoman Kelley moved 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.

The motion was seconded by Commissioner Stewart and approved by unanimous vote.

L. <i>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 for labor services related to Transmission and Distribution System Support Services to extend the contract to September 30, 2025.</i>

Mr. Witkoski introduced Item L for possible action.

The proposed Amendment No. 4 is an extension of the term of the contract until September 30, 2025. Staff has completed a Request for Proposal and is currently in negotiations with new vendors including Summit Line Construction, Inc., (Summit) for transmission and distribution system support services.

Staff recommended the Commission approve Amendment No. 4 to allow Summit to complete work already commenced (Solar and repairs at IPS).

Commissioner Stewart moved to approve Amendment No. 4 for Contract No. LS-20-02 between the Colorado River Commission of Nevada and Summit Line Construction, Inc for labor services related to Transmission and Distribution System Support Services to extend the contract to September 30, 2025.

The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote.

M. <i>For Information Only: Update on financial audit, budget submitted for FY 2026 and FY 2027 and related matters for the 2025 Nevada Legislative session.</i>

Mr. Witkoski explained that he and Mr. Beatty both attended the Nevada Legislative session. The hearing went well; the budget was approved.

Mr. Beatty stated the Commission received another extension from Government Financial Office’s Association (GFOA) until April 30, 2025 for the Annual Comprehensive Financial Report.

Vice Chairwoman Kelley commented on the professionalism of staff and management for organizing the presentation of the budget, that is customer service driven and customer responsive. Management were also asked a question about if the customers were in support of various aspects of the budget or were knowledgeable; Commission staff replied “we are putting together our budget for adding positions or other things that

we are doing, adjusting rates and more. The Commission has been getting the feedback from the customers who pay those bills. And I wanted to compliment them for their continued efforts at doing that and make sure that I put on the record that it was acknowledged by the legislature. Thank you.”

Chairwoman Premsrirut commented the slide presentation that was contained in our packets is excellent. I think it succinctly describes the Commission such as new members coming on, whether its an employee position or a Commission member. These slides should be included in orientations.

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

Mr. Witkoski introduced Item N for information. Currently there are no updates.

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

Mr. Witkoski introduced Item O for information.

Warren Turkett, Assistant Director, Natural Resources provided a brief update on hydrology, including precipitation, temperature, snowpack, the March 2025 24-month study of Lake Powell and Lake Mead, and water use in Southern Nevada.

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

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

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

Chairwoman Premsrirut asked if there were any comments or questions from any Commission members.

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

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

S. Adjournment.

The meeting was adjourned at 2:19 p.m.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

DRAFT

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Approve Contract No. LS-25-SLC between Summit Line Construction, Inc., and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3056 for construction and repair services for a term ending June 30, 2028, not to exceed \$2,000,000.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: Contract not to exceed \$2,000,000.

STAFF COMMENTS AND BACKGROUND:

A. Power Delivery Group's Six Year Project Plan

The Colorado River Commission of Nevada's (Commission) Power Delivery Group (PDG) operates an electrical system that 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.

The PDG started building an electrical system to provide service to SNWA in the late 1990s and the system has continued to grow over the past twenty-five plus years. Further, the system includes 27 high voltage substations, with three more expected to be completed in the next two years. The system also comprises various underground and overhead transmission lines, including 32 miles of existing transmission lines, with an additional ten miles planned for completion by the end of 2025. Furthermore, the system is exposed to increasing summer temperatures in the Las Vegas Valley, which place additional stress on infrastructure.

To manage capital and maintenance projects, the PDG has developed a Project Plan covering the years 2022 through 2031, outlining key initiatives.

B. Industry Practice and Purpose for Contracts

In the utility industry, it is common to contract with external firms for maintenance and testing support, particularly for specialized or labor-intensive tasks. The PDG is looking to expand its list of available contractors to increase competition and open opportunities for additional firms that provide quality, specialized services. Staff proposes awarding two contracts focused on electrical system testing and two contracts for construction and repair. By contracting with multiple vendors, the PDG will expand its contractor pool, increasing competition and flexibility to meet schedules during maintenance seasons.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF JUNE 10, 2025**

C. Proposed Contract

The proposed contract with Summit Line Construction, Inc., will focus on construction and repair, with a term ending June 30, 2028, and a total not-to-exceed amount of \$2,000,000. This contract is an enabling contract to allow necessary work to be requested and performed under purchase orders that outline the specific scope of work and negotiated cost.

D. Staff's Recommendation

Staff recommend the Commission approve Contract No. LS-25-SLC and authorize the Executive Director to sign the contract.

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
Address:	100 N. CITY PARKWAY, SUITE 1100
City, State, Zip Code:	LAS VEGAS, NEVADA 89106
Contact:	SHAE PELKOWSKI
Phone:	702-376-9997
Email:	SPELKOWSKI@CRC.NV.GOV

and

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:	MELISSA.MARRIOTT@SUMMITLINECONSTRUCTION.COM

WHEREAS, NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding;

WHEREAS, the Colorado River Commission of Nevada, pursuant to NRS 538.161, represents and acts for the State of Nevada in negotiation and execution of contracts for the use, planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State; 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. 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.

2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 9, Contract Termination*. Contract is not subject to Board of Examiners' approval.

Effective from:	06/10/25	To:	03/30/28
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3. **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 electronic mail to the address(es) state above.
4. **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
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # and AMENDMENTS #
ATTACHMENT DD:	VENDOR PROPOSAL

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.

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 4, Incorporated Documents* at a cost as noted below:

\$ Variable	per	Purchase Order
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Total Contract or installments payable at:	Purchase Order Determined
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Total Contract Not to Exceed:	\$2,000,000
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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.

6. **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.
7. **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.

8. 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 the 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.

9. 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 3, 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 9D. 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

- 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 3, 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 9C, 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 20, State Ownership of Proprietary Information*.

10. **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.

11. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Neither party shall have any liability or responsibility for or with respect to consequential, special, indirect, incidental, exemplary, or punitive damages, claims, losses, or liabilities, in all cases, regardless of the foreseeability thereof or having been advised of the possibility of any thereof. 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 maximum aggregate liability under or with respect to this Contract, from any cause and based on any theory whatsoever, other than third-party claims indemnified by Contractor hereunder and Contractor's (including parties under its control) gross negligence, fraud, willful misconduct, and/or breach of confidentiality provisions, shall not exceed ten million dollars (\$10,000,000).

12. **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 compensation for any such events.
13. **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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
14. **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.
15. **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 BB*, incorporated hereto by attachment. *Attachment BB* may be revised for specific purchase order Work in the State's sole discretion and such change shall apply solely to the Work described in such purchase order. 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 BB*, 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) 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 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.
- 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 the responsibility of 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 15A, 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 26 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 15B, 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.

16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.)

24. **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.
25. **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 purchase orders made pursuant to this Contract. If Contractor fails to meet the foregoing standard of care, Contractor will re-perform at its own cost, and without reimbursement from the State, the work necessary to correct any errors or omissions which are reported to Contractor within one (1) year from the completion of the work and any final testing that is deemed necessary by the State. Contractor's warranty term shall extend one (1) year from the date the work is re-performed; however, in no event shall Contractor's foregoing warranty, nor any warranty obligations of Contractor under this Contract, extend for more than two (2) years from substantial completion and final testing of the initial work. This obligation to re-perform the work is Contractor's sole obligation and the State's sole and exclusive remedy with respect to defects in the quality of the work. No implied warranty of merchantability or fitness for a particular purpose shall apply.
26. **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 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.
27. **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.
28. **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.
29. **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 District Court, Clark County, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
30. **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.
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. 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.

Summit Line Construction, Inc.

_____	_____	Director of Operations – S. NV
Melissa Marriott	Date	Title

Colorado River Commission of Nevada

_____	_____	Executive Director
Eric Witkoski	Date	Title

Approved as to form by:

On:

_____	_____
Michelle Briggs Special Counsel	Date

ATTACHMENT AA

COLORADO RIVER COMMISSION OF NEVADA

Maintenance and Testing Labor Support

SCOPE OF WORK

OCTOBER 2024

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	10/28/2024

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Objective

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) is looking for qualified substation and transmission line construction and testing and commissioning contractors for requesting minor construction and maintenance related support services from the Contractor on an as requested basis.

2. Scope of Work

- a. NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding.
- b. The Colorado River Commission of Nevada, pursuant to NRS 538.161, negotiates and contracts for the planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State.
- c. This scope of work covers the ability to use a contractor for the purpose of maintaining the Colorado River Commission of Nevada's high voltage transmission and substation public works assets.
- d. Contractor should be willing and capable of providing at a minimum the following services:
 - i. Substation
 1. High Voltage Breaker Replacements and Maintenance
 2. High Voltage Disconnect Switch Replacements and Maintenance
 3. Transformer Replacements and Maintenance
 - a. Large Power Transformers
 - i. Oil Processing, Refilling

- ii. Internal Tank, Conservator, and OLTC Maintenance
 - b. Station Service Transformers
 - c. Potential Transformers
- 4. Metal Clad Switchgear Replacements and Maintenance
- 5. Relaying, Protection, and Controls Installation and Modifications
- 6. Grounding System Modifications and Maintenance
- 7. Fiber and Communications Installation and Maintenance
- ii. Overhead Transmission / Distribution
 - 1. Reconductoring
 - 2. Insulator Replacement and Maintenance
 - 3. Grounding Replacement and Maintenance
 - 4. New structure install and associated conducting
 - 5. OPGW Installation, Splicing, Maintenance
- iii. Underground Transmission / Distribution
 - 1. Conductor Replacement and Maintenance
 - 2. Splicing and Pothead Terminations
- iv. Testing and Commissioning
 - 1. Per latest NETA ATS/MTS recommendations
 - 2. High Voltage Circuit Breakers
 - 3. High Voltage Disconnects
 - 4. Transformers
 - 5. Protective Relaying
- e. When construction or maintenance related tasks are identified by the CRCNV, the CRCNV shall prepare a written Purchase Order describing the work to be performed and the time during which the Work is to be competed.
- f. The Contractor shall then be requested to provide a detailed cost estimate for the Work. If the Contractor agrees to perform the Work and if the Contractor and the CRCNV agree upon the cost of the Work, the Purchase Order shall be finalized and executed by both Parties.

- g. One signed by both Parties; the Contractor shall complete the Work as detailed in the Contract and Purchase Order.
- h. This Scope of Work is to be used to define Contractor expectations. All items noted in this Scope of Work shall be addressed in the Contractor's proposal. Any items not specifically noted as "by Owner" shall be assumed to be by Contractor.
- i. There is no guarantee by the CRCNV regarding the amount of Work that the Contractor will be requested to perform during the term of this Contract.

3. Required Deliverables

- i. Varies by Purchase Order and work, the below is a list of documents that would be needed in given scopes of work and is not intended to be all inclusive.
- ii. Weekly Job Reports summarizing activities occurring within the week
- iii. Installation progress reports
- iv. Reports as detailed in specifications included in Purchase Order
- v. Detailed Test Reports of tested equipment

4. Work by Owner

- a. The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.
- b. The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Friday during periods which work has been scheduled.
- c. The CRCNV may provide 120/240-volt station service power when indicated in a written Purchase Order.
- d. The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Purchase Order.
- e. The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

ATTACHMENT BB

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 the requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

A. SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability of those stated below. An excess liability policy or umbrella liability policy may be used to meet the required liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

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

Requirements:

• General Aggregate	\$10,000,000
• Products – Completed Operations Aggregate	\$ 5,000,000
• Personal and Advertising Injury	\$ 5,000,000
• Each Occurrence	\$ 5,000,000

- a. The policy shall be endorsed to include the following additional insured language: "To the full limits of liability required by this Contract, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

2. Automobile Liability

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

Combined Single Limit (CSL)	\$ 5,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "To the full limits of liability required by this Contract, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Builders' Risk Insurance

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

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

g. Contractor is responsible for the payment of all policy deductibles.

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, Colorado River Commission of Nevada, is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

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, or be renewed, 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 (Gina Goodman at 100 N. City Pkwy, Ste 1100, Las Vegas, NV 89106). 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 endorsements required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate

insurance as determined by the Contractor, however, subcontractor's limits of liability shall be \$5,000,000 per occurrence / \$10,000,000 aggregate.

- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



STATE OF NEVADA
Colorado River Commission of Nevada
100 N. City Parkway, Suite 1100 | Las Vegas, NV 89106 Phone: 775-684-0170 | Fax: 775-684-0188

Solicitation: **69CRC-S3056**
For
Maintenance and Testing Labor Support Agreement

Release Date: **10/30/2024**
Deadline for Submission and Opening Date and Time: **12/12/2024 @ 2:00 pm**

Single point of contact for the solicitation:
David Rodriguez, Power Systems Engineering Manager
Phone, 702-373-9403
Email Address, drodriguez@crc.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada, Colorado River Commission of Nevada is seeking proposals from qualified vendors to provide Maintenance and Testing Labor Support Agreement services as described in the scope of work and attachments.
- 2.2. The State intends to award multiple contract(s) in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. Colorado River Commission of Nevada shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years, subject to Board of Examiners approval.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada (CRCNV) owns and operates high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substation, 32 miles of 230-kV transmission lines, 5 miles 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of ten additional substations owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The goal of this solicitation is to obtain a qualified contractor able to assist the CRCNV in performing critical infrastructure maintenance and improvements to the CRCNV electrical system.

3. SCOPE OF WORK

- 3.1. See Attachments 4.1.1.

4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 4.1.1. Attachment A - Scope of Work
- 4.1.2. Attachment B - Terms and Conditions for Services

- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

- 4.2.1. Attachment C – Standard Form Contract
- 4.2.2. Attachment D - Insurance Schedule

- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

- 4.3.1. Attachment E - Cost Schedule
- 4.3.2. Attachment F - Proposed Staff Resume
- 4.3.3. Attachment G - Reference Questionnaire
- 4.3.4. Attachment H - Vendor Information Response – **Must Be Signed**
 - A. Vendor Contact Information
 - B. Vendor Information
 - C. Payment Authorization for use of Procurement Card
 - D. Name of Individual Authorized to Bind the Organization
 - E. Vendor Certifications

- F. Confidentiality and Certification of Indemnification
- G. Certification Regarding Lobbying

5. TIMELINE

- 5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.
- 5.2. TIMELINE. The following represents the proposed timeline for this project.
 - 5.2.1. All times stated are Pacific Time (PT).
 - 5.2.2. These dates represent a tentative schedule of events.
 - 5.2.3. The State reserves the right to modify these dates at any time.
 - A. Deadline for QuestionsNo later than 5:00 pm on 11/12/2024
 - B. Answers Posted..... On or about 11/19/2024
 - C. Deadline for References.....No later than 5:00 pm on 12/09/2024
 - D. Deadline Proposal Submission and Opening.....No later than 2:00 pm on 12/12/2024
 - E. Evaluation Period (estimated)..... 12/12/2024 - 12/24/2025
 - F. Selection of a Vendor (estimated)..... On or about 01/07/2025
 - G. BOE Approval (estimated) 04/08/2025
 - H. Contract start date (estimated)..... 04/14/2025

6. EVALUATION

- 6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.
 - 6.1.1. Proposals shall be kept confidential until a contract is awarded.
 - 6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
 - 6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
 - 6.1.4. Financial stability shall be scored on a pass/fail basis.
 - 6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.
 - A. Addressed all Scope of Work items.....50
 - B. Provided examples of Contractor's industry experience on all Scope of Work items40
 - C. Cost Factor.....8
 - D. No redlines of State contract.....2
 - 6.1.6. Cost proposals will be evaluated based on the following formula.
 - A. $\text{Cost Factor Weight} \times (\text{Lowest Cost Submitted by a Vendor} / \text{Proposer Total Cost}) = \text{Cost Score}$
 - 6.1.7. Presentations
 - A. Following evaluation and scoring specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
 - B. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in relative scores from technical and cost scores.
 - C. Following presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.
 - D. The State reserves the right to add additional criteria or presentations.
 - E. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.
- 6.2. NEVADA-BASED BUSINESS PREFERENCE
 - 6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
 - 6.2.2. Nevada-based business is defined in NRS 333.3352(1).

- 6.2.3. The term 'principal place of business' has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business's corporate headquarters.
- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. INVERSE PREFERENCE

- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
- 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. **MANDATORY MINIMUM REQUIREMENTS**

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on 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."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves

the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

8.3. INSURANCE SCHEDULE

8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

8.4. VENDOR BACKGROUND

8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.

8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

8.5. VENDOR STAFF RESUMES

8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.

8.5.2. A resume shall also be included for any proposed key subcontractor personnel.

8.6. SUBCONTRACTORS

8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.

8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A. How the work of any subcontractor(s) shall be supervised

B. How channels of communication shall be maintained

C. How compliance with contracts terms and conditions will be assured

D. Previous experience with subcontractor(s)

8.7. VENDOR FINANCIAL INFORMATION

8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

8.7.3. Proposing vendor shall provide the following financial information and documentation:

A. Dun and Bradstreet Number

B. Federal Tax Identification Number

C. The last two (2) full years and current year interim:

1. Profit and Loss Statements
2. Balance Statements

8.8. BUSINESS REFERENCES

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. The State will not disclose submitted references, but will confirm if a reference has been received.
- 8.8.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.

- 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
- 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
- 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
- 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
- 9.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.

9.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

9.4. COST PROPOSAL

- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

9.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

- 9.7. OTHER ATTACHMENTS. If necessary, not recommended.

- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

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Section I – Title Page

Part IA – Technical Proposal	
RFP Title:	Maintenance and Testing Labor Support Agreement
RFP #:	LS-25
Vendor Name:	Summit Line Construction, Inc
Address:	4415 Andrews St. Las Vegas, NV 89081
Proposal Opening Date:	12/12/2024
Proposal Opening Time:	2:00pm

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Section III – Response to Minimum Requirements

7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.

Summit Response: Understood and Agreed

7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

Summit Response: Understood and Agreed

7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

Summit Response: Understood and Agreed

7.4. INDEMNIFICATION. Required contract terms on Indemnification: "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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."

Summit Response: Understood and Agreed

7.5. LIMITED LIABILITY. Required contract terms on 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."

Summit Response: Understood and Agreed

7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all

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contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

Summit Response: Understood and Agreed

7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.

Summit Response: Understood and Agreed

7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

Summit Response: Understood and Agreed

7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

Summit Response: Understood and Agreed

7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

Summit Response: Understood and Agreed

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Section IV - Response to Critical Items

8.2 CONTRACT FORM: Please see below Redlined Standard Form Contract.

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8.4 VENDOR BACKGROUND

Summit has been offering the full range of construction services for substations, distribution, and transmission lines for the past 15 years. Our crews are trained and well equipped to handle this project scope with the technical expertise required. Below is a list of work completed by Summit from some of our customers. A longer list of customers and projects can be provided upon request.

Project Name	Boulder City Maintenance Services
Project Location	Boulder City, NV
Client Name	City of Boulder city
Contract Value	\$3,000,000
Contact	Marvis Poole – Electric Division Supervisor – 702-293-9249
Project Description	Construction and maintenance related support services on an as requested basis.
Completion Date	11/2024

Project Name	Colorado River Commission Transmission and Distribution Support Services
Project Location	Boulder City, NV
Client Name	Colorado River Commission
Contract Value	\$1,200,000.00
Contact	Shae Pelkowski - Assistant Director of Engineering and Operations – (702) 376-9997
Project Description	Construction and maintenance related support services on an as requested basis.
Completion Date	03/2025

Project Name	Reid Gardner BESS Addition
Project Location	Overton, NV
Client Name	EPCS
Contract Value	\$1,325,910
Contact	Terry Hutchinson (EPC) – Project Manager – (304) 953-4137
Project Description	34.5/230 KV 300 MVA GSU and associated breakers necessary to tie a new battery energy storage system to an existing 230KV switch yard

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Completion Date	12/2023
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Project Name	Silverhawk Generation Expansion
Project Location	Apex, NV
Client Name	Primoris
Contract Value	\$10,094,950
Contact	Jennifer Wood – NVE PM – (816) 804-8575
Project Description	3-500KV Breakers, 9-500KV motor operated disconnect switches and approximately 3000 feet of 5" buss and 2500MCM aluminum conductor that tied 2 new peaking generators to the existing 600MW power plant
Completion Date	09/2024

Project Name	Silverpeak Solar
Project Location	Las Vegas, NV
Client Name	RES America Construction Inc.
Contract Value	\$4,134,430
Contact	Cole Morse – Project Manager – (910) 534-0399
Project Description	Installation of 2.46 miles overhead and underground 230kV transmission line.
Completion Date	07/2024

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8.6 SUBCONTRACTORS

This proposal does not include the use of subcontractors.

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Section V – Response to Scope of Work

2. Scope of Work

- α. Contractor should be willing and capable of providing at a minimum the following services:
 - i. Substation
 - 1. High Voltage Breaker Replacements and Maintenance
 - 2. High Voltage Disconnect Switch Replacements and Maintenance
 - 3. Transformer Replacements and Maintenance
 - α. Large Power Transformers
 - i. Oil Processing, Refilling
 - ii. Internal Tank, Conservator, and OLTC Maintenance
 - b. Station Service Transformers
 - c. Potential Transformers
 - 4. Metal Clad Switchgear Replacements and Maintenance
 - 5. Relaying, Protection, and Controls Installation and Modifications
 - 6. Grounding System Modifications and Maintenance
 - 7. Fiber and Communications Installation and Maintenance
 - ii. Overhead Transmission / Distribution
 - 1. Reconductoring
 - 2. Insulator Replacement and Maintenance

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3. Grounding Replacement and Maintenance
4. New structure install and associated conducting
5. OPGW Installation, Splicing, Maintenance
- iii. Underground Transmission / Distribution
 1. Conductor Replacement and Maintenance
 2. Splicing and Pothead Terminations
- iv. Testing and Commissioning
 1. Per latest NETA ATS/MTS recommendations
 2. High Voltage Circuit Breakers
 3. High Voltage Disconnects
 4. Transformers
 5. Protective Relaying

Summit Response: Understood and Agreed

- b. When construction or maintenance related tasks are identified by the CRCNV, the CRCNV shall prepare a written Task Authorization describing the work to be performed and the time during which the Work is to be completed.

Summit Response: Understood and Agreed

- c. The Contractor shall then be requested to provide a detailed cost estimate for the Work. If the Contractor agrees to perform the Work and if the Contractor and the CRCNV agree upon the cost of the Work, the Task Authorization shall be finalized and executed by both Parties.

Summit Response: Understood and Agreed

- d. One signed by both Parties; the Contractor shall complete the Work as detailed in the Contract and Task Authorization.

Summit Response: Understood and Agreed

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- e. This Scope of Work is to be used to define Contractor expectations. All items noted in this Scope of Work shall be addressed in the Contractor's proposal. Any items not specifically noted as "by Owner" shall be assumed to be by Contractor.

Summit Response: Understood and Agreed

- f. There is no guarantee by the CRCNV regarding the amount of Work that the Contractor will be requested to perform during the term of this Contract.

Summit Response: Understood and Agreed

2. Required Deliverables

- i. Varies by Task Authorization and work, the below is a list of documents that would be needed in given scopes of work and is not intended to be all inclusive.

Summit Response: Understood and Agreed

- ii. Weekly Job Reports summarizing activities occurring within the week
Installation progress reports

Summit Response: Understood and Agreed

- iii. Reports as detailed in specifications included in Task Authorization

Summit Response: Understood and Agreed

- iv. Detailed Test Reports of tested equipment

Summit Response: Understood and Agreed

3. Work by Owner

- a. The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.

Summit Response: Understood and Agreed

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- b. The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Friday during periods which work has been scheduled.

Summit Response: Understood and Agreed

- c. The CRCNV may provide 120/240-volt station service power when indicated in a written Task Authorization.

Summit Response: Understood and Agreed

- d. The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Task Authorization.

Summit Response: Understood and Agreed

- e. The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

Summit Response: Understood and Agreed

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Section VI – Proposed Staff Resumes

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Section VII – Other Informational Material



Measure up...use licensed contractors.

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

License Details

Current Date: 12/11/2024
1:25:42 PM
(mm/dd/yyyy)

License Number:
0090892

Business Primary Name: SUMMIT LINE
CONSTRUCTION INC

License Monetary Limit: Unlimited

DBA Name:

Mailing Address: 441 W. POWER LINE ROAD
HEBER CITY, UT 84032
(435) 657-1955

Physical Address: 441 W. POWER LINE ROAD
HEBER CITY, UT 84032
(435) 657-1955

Status: Active
Status Date: 07/11/2023 (mm/dd/yyyy)
Origin Date: 07/11/2023 (mm/dd/yyyy)
Expiration Date: 07/31/2025 (mm/dd/yyyy)

Business Type: Corporation
Classification(s): A General Engineering
Limitation:

Principal Name	Relation Description
WELSH, DYLAN	President
SANTOS, CLAUDIA	Secretary
GUZMAN	

Qualified Individual(s)	Qualifier Type
JONES, ERIC SCOTT	CMS and Trade

Indemnitor Name	Project Name	Effective Date of Indemnification	Date Indemnification Removed
QUANTA SERVICES INC		07/06/2023	

Bond

Bond Type: Surety
Bond Number: K41751563
Bond Agent:
Surety Company: FEDERAL INSURANCE COMPANY
Bond Amount: \$50,000.00
Effective Date: 07/10/2023 (mm/dd/yyyy)

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ATTACHMENT DD
COST PROPOSAL



4415 Andrews St | North Las Vegas, NV 89081
Office 702.644.8141

LABOR	RT	DT
Gen Foreman (Cbl Splicer Foreman)	\$ 165.80	\$ 277.83
Cable Splicer/Line Crew Foreman	\$ 156.36	\$ 259.61
Journeyman Lineman	\$ 144.23	\$ 235.64
Lineman	\$ 144.16	\$ 235.57
Appr - 7th 6 mos	\$ 134.67	\$ 217.05
Appr - 6th 6 mos	\$ 130.23	\$ 208.36
Appr - 5th 6 mos	\$ 125.51	\$ 199.20
Appr - 4th 6 mos	\$ 120.91	\$ 190.17
Appr - 3rd 6 mos	\$ 116.29	\$ 181.13
Appr - 2nd 6 mos	\$ 111.57	\$ 171.97
Appr - 1st 6 mos	\$ 107.81	\$ 164.67
Equipment Operator	\$ 123.65	\$ 194.86
Groundman	\$ 98.41	\$ 145.58
Groundman 2nd	\$ 116.20	\$ 180.58
Groundman 1st	\$ 106.40	\$ 161.08

ATTACHMENT DD
COST PROPOSAL



4415 Andrews St | North Las Vegas, NV 89081
Office 702.644.8141

EQUIPMENT	Hourly	Weekly
011 - LT 45 ft Single Man Bucket AWD	\$ 31.70	\$ 1,113.90
012 - 45-55 ft Bucket Trk	\$ 32.40	\$ 1,143.90
013 - 45-55 ft Bucket Trk AWD	\$ 33.20	\$ 1,173.90
014 - 56-75 ft Bucket Trk	\$ 33.90	\$ 1,203.90
015 - 56-75 ft Bucket Trk AWD	\$ 37.70	\$ 1,353.90
017 - 76-99 ft Bucket Trk AWD	\$ 52.70	\$ 1,953.90
018 - 100-125 ft Bucket Trk	\$ 82.70	\$ 3,153.90
019 - 100-125 ft Bucket Trk AWD	\$ 86.40	\$ 3,303.90
032 - Crane Mt 21-30 Ton	\$ 52.70	\$ 1,953.90
033 - Crane Mt 31-35 Ton	\$ 56.40	\$ 2,103.90
034 - Crane Mt 36-39 Ton	\$ 101.40	\$ 3,903.90
035 - Crane Mt GTE 40 Ton	\$ 101.40	\$ 3,903.90
040 - Semi Tractor Rd T/A Class 8	\$ 26.40	\$ 903.90
041 - Semi Tractor Rd Tri/A Class 8	\$ 22.70	\$ 753.90
042 - Semi Tractor Off Rd Class 8	\$ 18.90	\$ 603.90
050 - Dist. Digger Derrick	\$ 27.90	\$ 963.90
051 - Dist. Digger Derrick AWD	\$ 41.40	\$ 1,503.90
053 - Trans. Digger Derrick AWD	\$ 60.20	\$ 2,253.90
060 - Single Axle	\$ 30.90	\$ 1,083.90
061 - Multiple Axle	\$ 32.10	\$ 1,128.90
070 - Flat Bed LTE16K	\$ 20.80	\$ 678.90
071 - Flat Bed 16K to 33K	\$ 20.80	\$ 678.90
072 - Flat Bed Over 33K	\$ 8.40	\$ 183.90
080 - Lube/Oil Trk	\$ 30.20	\$ 1,053.90
090 - Small (Class 4 and below)	\$ 39.60	\$ 1,428.90
091 - Large (Class 5 and above)	\$ 39.60	\$ 1,428.90
100 - Class 3 Utility Body Trk	\$ 15.90	\$ 483.90
111 - Vac Trk 26k-33k lbs	\$ 71.40	\$ 2,703.90
120 - Single Axle	\$ 30.20	\$ 1,053.90
121 - Multiple Axle	\$ 42.20	\$ 1,533.90
140 - Small (Class 6 and below)	\$ 23.60	\$ 791.40
141 - Large (Class 7 and above)	\$ 23.60	\$ 791.40
150 - Specialty Use Trk Other	\$ 15.90	\$ 483.90
160 - Car / SUV	\$ 17.10	\$ 528.90
165 - LTE 1/2 Ton PU Sup/Crew Cab4X4	\$ 17.10	\$ 528.90
167 - 3/4 Ton Van Passenger/Cargo	\$ 17.10	\$ 528.90
170 - Flatbed Utility Trls	\$ 5.40	\$ 63.90
171 - Enclosed Utility Trl	\$ 7.30	\$ 138.90

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172 - Equipment Trl	\$ 6.00	\$ 86.40
173 - Tilt Top Trl	\$ 6.90	\$ 123.90
174 - Float Trl	\$ 7.70	\$ 153.90
175 - Van Trl GT 40 ft	\$ 7.70	\$ 153.90
176 - Heavy Duty Lt 40T	\$ 10.70	\$ 273.90
178 - Heavy Duty 40T - 75T	\$ 18.90	\$ 603.90
179 - Heavy Duty Over 75T	\$ 18.90	\$ 603.90
180 - Pole Trl	\$ 6.90	\$ 123.90
181 - Wire / Reel Trl	\$ 9.60	\$ 228.90
182 - Vacuum Trl	\$ 32.10	\$ 1,128.90
183 - Fit-for-Purpose Equip. Hauler	\$ 6.90	\$ 123.90
184 - Tool Trl	\$ 26.40	\$ 903.90
185 - Frac / Fluid Trl	\$ 7.10	\$ 129.90
186 - Tank Trl	\$ 8.60	\$ 191.40
187 - Dump Trl	\$ 5.40	\$ 63.90
190 - LTE 17ft Digging Depth	\$ 21.20	\$ 693.90
191 - GT 17ft Digging Depth	\$ 25.70	\$ 873.90
192 - LTE 17ft Digging Depth AWD	\$ 22.70	\$ 753.90
200 - Excvttr Mini LT 3 M Ton	\$ 22.70	\$ 753.90
201 - Excvttr Mini 3-5 M Ton	\$ 28.30	\$ 978.90
202 - Excvttr Mini 5-8.5 M Ton	\$ 30.20	\$ 1,053.90
210 - Excvttr 9-19 M Ton	\$ 48.90	\$ 1,803.90
211 - Excvttr 20-30 M Ton	\$ 52.70	\$ 1,953.90
212 - Excvttr 31-50 M Ton	\$ 60.20	\$ 2,253.90
213 - Excvttr GT 50 M Ton	\$ 71.40	\$ 2,703.90
220 - Trencher LTE 50HP	\$ 21.90	\$ 723.90
230 - Directional Drl LT 16K lbs	\$ 30.20	\$ 1,053.90
232 - Directional Drl 20K-29K lbs	\$ 78.90	\$ 3,003.90
233 - Directional Drl 30K-49K lbs	\$ 33.90	\$ 1,203.90
234 - Directional Drl 50K-99K lbs	\$ 80.80	\$ 3,078.90
239 - Mud Mix Unit Med	\$ 33.90	\$ 1,203.90
251 - Dozer w/ 100 to 250 HP	\$ 63.90	\$ 2,403.90
252 - Dozer w/ 251 to 350 HP	\$ 81.20	\$ 3,093.90
271 - AllTerrain Crane 50-74 Ton	\$ 108.90	\$ 4,203.90
273 - AllTerrain Crane 100-119 Ton	\$ 176.40	\$ 6,903.90
274 - AllTerrain Crane 120-159 Ton	\$ 315.20	\$ 12,453.90
275 - AllTerrain Crane GT 159 Ton	\$ 408.90	\$ 16,203.90
278 - Rough Terrain 35-49 Ton	\$ 103.70	\$ 3,993.90
280 - Fklft Lt 5k Straight Mast	\$ 15.20	\$ 453.90
281 - Fklft 5k-7999 Straight Mast	\$ 29.40	\$ 1,023.90
282 - Fklft 8k-9999 Straight Mast	\$ 27.90	\$ 963.90
283 - Fklift GTE 10K Straight Mast	\$ 60.20	\$ 2,253.90
284 - Fklift LT 5k Telehandler	\$ 15.20	\$ 453.90
286 - Fklft 8k-9999 Telehandler	\$ 41.40	\$ 1,503.90
287 - Fklft GTE 10K Telehandler	\$ 45.20	\$ 1,653.90
307 - Tracked Digger Derricks Medium	\$ 69.60	\$ 2,628.90
310 - Rock Drl	\$ 79.90	\$ 3,041.40

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320 - Drl Trk LT 50K RtTrq	\$ 84.90	\$ 3,243.90
324 - Excvttr Drl Mt 50-100K RtTrq	\$ 123.90	\$ 4,803.90
325 - Excvttr Drl Mt GT 100K RtTrq	\$ 138.90	\$ 5,403.90
326 - Trkd Car Drl Mt Lt 100K RtTrq	\$ 41.40	\$ 1,503.90
330 - Backyard Machine	\$ 40.70	\$ 1,473.90
340 - Robotic Arm 500 Rating	\$ 13.30	\$ 378.90
350 - Motor Grader Small	\$ 107.10	\$ 4,128.90
351 - Motor Grader Med	\$ 116.40	\$ 4,503.90
361 - Whl Ldr 2 - 4 cu yards	\$ 48.90	\$ 1,803.90
362 - Whl Ldr GT 4 cu yards	\$ 71.40	\$ 2,703.90
370 - Skidsteer Trkd LTE 80 HP	\$ 30.20	\$ 1,053.90
371 - Skidsteer Trkd GT 80 HP	\$ 37.70	\$ 1,353.90
372 - Skidsteer Wheeled LTE 80 HP	\$ 30.20	\$ 1,053.90
390 - Roller/Compactor 26-34 In	\$ 15.20	\$ 453.90
391 - Roller/Compactor 35-58 In	\$ 50.80	\$ 1,878.90
392 - Roller/Compactor GT 58 in	\$ 48.90	\$ 1,803.90
411 - ATV 4 - 6 Wheel (Side by Side)	\$ 10.70	\$ 273.90
420 - Air Comp LT 165 cfm	\$ 8.60	\$ 191.40
421 - Air Comp 165-185 cfm	\$ 11.40	\$ 303.90
422 - Air Comp 186-250 cfm	\$ 18.90	\$ 603.90
426 - Air Comp GT 750 cfm	\$ 41.40	\$ 1,503.90
430 - Light Tower LTE 6000 watt	\$ 18.90	\$ 603.90
431 - Light Tower GT 6000 Watt	\$ 15.20	\$ 453.90
440 - Gen diesel LT 24KW	\$ 18.90	\$ 603.90
441 - Gen diesel 24-69KW	\$ 15.20	\$ 453.90
460 - Pump Large Diesel	\$ 28.70	\$ 993.90
480 - Scissorlift LTE 20 feet	\$ 21.20	\$ 693.90
483 - Manlift 41-60 feet	\$ 36.20	\$ 1,293.90
510 - Blwhl Pulr LTE 10k Trk/Trl Mt	\$ 88.30	\$ 3,378.90
514 - Blwhl Pulr VGrv GT 10k Mt	\$ 52.70	\$ 1,953.90
515 - Pulr 1 Drm Sm TRK/TRL Mt Hrd L	\$ 26.40	\$ 903.90
518 - PLR 1 Drm Med TRL Mt Hard Ln	\$ 108.90	\$ 4,203.90
520 - Tensioner 1 Cond LT 48 in Trl	\$ 50.80	\$ 1,878.90
521 - Tensioner 1 Cond 48-60 inTrl	\$ 34.70	\$ 1,233.90
524 - Tensioner 2 & 3 Cond 48-60 in	\$ 84.60	\$ 3,228.90
525 - Tensioner 2 & 3 Cond GT 60 in	\$ 90.20	\$ 3,453.90
528 - Tensioner 1 Conductor LT 48 in	\$ 26.40	\$ 903.90
529 - Tensioner 1 Conductor 48-60 in	\$ 30.20	\$ 1,053.90
530 - Office Trl Small	\$ 5.40	\$ 63.90
531 - Office Trl Large	\$ 8.40	\$ 183.90
532 - Storage Container/Trl Small	\$ 8.40	\$ 183.90
533 - Storage Container/Trl Large	\$ 5.10	\$ 51.90
560 - Welding Equipment	\$ 6.20	\$ 93.90
800 - Tool Augers	\$ 105.20	\$ 4,053.90
802 - Aerial Devices	\$ 9.20	\$ 213.90
806 - Cable Preparation Tools	\$ 5.40	\$ 63.90
807 - Drilling Equipment	\$ 3.90	\$ 3.90

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810 - Hand Tools	\$ 12.90	\$ 363.90
811 - Instrumentation Testing	\$ 3.90	\$ 3.90
821 - Specialized Equipment	\$ 9.30	\$ 219.90
825 - Shop Tools	\$ 6.90	\$ 123.90
01B - GT 125 ft Bucket Trk AWD	\$ 105.20	\$ 4,053.90
01G - 100-125 ft Bucket Barehand	\$ 75.20	\$ 2,853.90
16A - 3/4 Ton PU Reg Cab 4X4	\$ 17.10	\$ 528.90
16B - 3/4 Ton PU Sup/Crew Cab 4X4	\$ 17.80	\$ 558.90
16D - 1 Ton PU 4X4	\$ 19.90	\$ 641.40
17A - Extendable Flatbed	\$ 21.90	\$ 183.90
17C - Misc. Trailers	\$ 11.40	\$ 303.90
27B - Rough Terrain 100-110 Ton	\$ 191.40	\$ 7,503.90
30C - Tracked Personnel Carriers Sma	\$ 33.90	\$ 1,203.90
51C - Puller 4 Drm Dist.	\$ 40.70	\$ 1,473.90
51D - Puller 4 Drm Trans.	\$ 37.70	\$ 1,353.90
51F - Udg Pulr LTE 10k Trl Mt	\$ 26.40	\$ 903.90
51G - Udg Pulr Small Trk/Trl Mt	\$ 45.20	\$ 1,653.90
51H - Udg Pulr Large Trk/Trl Mt	\$ 41.40	\$ 1,503.90
51I - 1 Drum Small Truck Mount Rope	\$ 32.10	\$ 1,128.90
51K - 1 Drum Med Truck Mount Hard Li	\$ 138.90	\$ 5,403.90
51N - 2 or 3 Drum Truck Mount	\$ 93.90	\$ 3,603.90
52A - Tensioner 1 Conductor Over 60	\$ 33.90	\$ 1,203.90

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF JUNE 10, 2025**

SUBJECT: *For Possible Action:* Approve Contract No. CRCGV-06 between successful bidder, Electrical Power Products, Inc., and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3215, for Control Enclosure for Southern Nevada Water Authority's Garnet Valley Water System Project in the amount of \$716,273 and authorize a change order contingency amount not to exceed \$71,627.

RELATED TO AGENDA ITEM:

None.

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

FISCAL IMPACT:

Approval of the contract allows for the purchase of circuit breakers at a cost not to exceed \$787,900.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

Pursuant to NRS 538.161, the Colorado River Commission of Nevada (Commission) may execute contracts for the planning and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of "creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System" for SNWA and its members. SNWA has requested the Commission to assist in the design and procurement of the electrical infrastructure for the Garnet Valley Water System project.

B. Background of Bid/Procurement

On March 7, 2025, bid solicitation 69CRC-S3215 was posted in NVE-Pro. Bid solicitations were sent to 29 vendors registered with NVE-Pro. The deadline for bid proposals closed at 2:00 p.m. on April 10, 2025. Two quotes were received through NVE-Pro. The evaluation team reviewed the bids and selected the offer from Electrical Power Products, Inc.

This Contract is one fully equipped prefabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Charger, and miscellaneous supporting materials and equipment as specified in the contract. The Equipment will be purchased by the Commission pursuant to NRS 538.161 (2) and the Commission's established Procedures for Purchasing Electrical Materials for the Power Delivery Project.

C. Staff's Recommendation

Staff recommend the Commission approve the contract with Peak Substation Services, LLC., and authorize the Executive Director to sign it on behalf of the Commission.



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

Garnet Valley Water System - 2920 Substation

**Contract No. CRCGV-06
Control Enclosure**

Bid Documents and Specifications

For Award
June 10, 2025

GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION

**Contract No. CRCGV-06
Control Enclosure**

Bid Documents and Specifications

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SECTION 100 REQUEST FOR BIDS

1. Notice.

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

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

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

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

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

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

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

2. Equipment.

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

One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Systems, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-1100 of this Contract.

3. Questions Regarding Request for Bid.

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

4. Pricing and Security.

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

5. Multiple Awards.

CRCNV may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: 03/07/2025

By: 

Shae Pelkowski

Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE: 04/10/2025

SECTION 200 BID INSTRUCTIONS

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

**SECTION 300
BID FORM**

1. Project Identification:

Garnet Valley Water System - 2920 Substation
Contract No. CRCGV-06
Control Enclosure

2. This Bid is Submitted By:

Name: Electrical Power Products, Inc.
Address: 4240 Army Post Road
Des Moines, Iowa 50321

3. This Bid is Submitted To:

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

4. Bid Terms and Conditions.

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

4.3.2. Intentionally Deleted.

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

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

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

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

5. Bid Price.

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Charger, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	Each		1	716,273.00	Electrical Power Products, Inc.	Forty-five (45) weeks after receipt of order
CONTRACT PRICE								

*Notice-to-Proceed.

6. Delivery Schedule.

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

SIGNATURE OF BIDDER

By: _____
(Corporation Name)

By: _____
(Signature of Authorized Person)

(Printed Name and Title)

Business Address:

Electrical Power Products, Inc.

4240 Army Post Road

Des Moines, Iowa 50321

Phone No. (515) 262-8161
Email: dgildersleeve@ep2.com

Fax No. _____

This Bid is Submitted On: .April 10, 2025.

SECTION 320
BID ADDENDUM

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

SECTION 340
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 400
CONTRACT NO. CRCGV-06
GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION

THIS CONTRACT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and Electrical Power Products, Inc, hereinafter referred to as the "Contractor." The CRCNV and the Contractor are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Charger, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract F.O.B. Las Vegas, NV (36.308883°, -114.989844°).

2. Definitions

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 400, Contract No. CRCGV-06, Control Enclosure; section

500, Performance Bond; and the Specifications contained in section 600 through section 1100. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

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

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

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

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

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

3. CRCNV's Representative

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

3.2 The address of the CRCNV's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

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

- 7.2 **Procedure for Progress Payments.** CRCNV shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.
- 7.3 **Application for Final Payment.** The Contractor shall submit an application for final payment, 10% of contract value, upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment and successful energization of the associated substation and/or transmission line. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.
- 7.4 **Procedure for Final Payment.** The CRCNV shall pay the Contractor within thirty (30) days of receipt of a correct, itemized invoice for the final payment. The CRCNV's payment of the final payment shall constitute a full waiver of all claims by the CRCNV against the Contractor, other than those arising from unsettled liens, from defective work appearing after final inspection, or from the Contractor's failure to comply with the requirements of this Contract. The Contractor's receipt of final payment shall constitute the Contractor's waiver of all claims by the Contractor against the CRCNV, other than those previously made in writing and remaining unresolved at the time of final payment.

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

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

- 8.3 The CRCNV shall not compensate Contractor for additional work performed by the Contractor without authorization or Change Order. The Contractor shall notify its surety of any changes in the general scope of the work to be performed under this Contract.
- 8.4 This Contract may be amended, modified, or supplemented only by Change Order as provided herein or otherwise by amendment executed in writing by the CRCNV and the Contractor.

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

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

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

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

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

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

11. Data, Reports, and Drawings

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

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

12. Liquidated Damages

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

Bid Item	Description	Delivery Date	Liquidated Damages, Per Day
401	One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Charger, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	06/01/2026	\$1000 each unit of the Bid Item *not to exceed 10% of Contract Price

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

13. Insurance, Bonds, and Indemnification

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

Commercial General Liability insurance must be maintained in force for the full period of this Contract and for one year thereafter.

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

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

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

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

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

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

Minimum Requirements:

- | | |
|---|--------------|
| • General Aggregate | \$10,000,000 |
| • Products – Completed Operations Aggregate | \$5,000,000 |
| • Personal and Advertising Injury | \$5,000,000 |
| • Each Occurrence | \$5,000,000 |

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

2. **Automobile Liability**

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

- | | |
|-------------------------------|-------------|
| • Combined Single Limit (CSL) | \$5,000,000 |
|-------------------------------|-------------|

- a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as

an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

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

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

4. Builders' Risk Insurance or Installation Floater

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

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

5. Transportation (Cargo) Insurance

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

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

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

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

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

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

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

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

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

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

- 13.6 **Waiver of Subrogation.** By endorsement (ISO Form #CG 24 04 11 85 or its equivalent), the Contractor's insurance carriers (except Nevada Workers' Compensation) shall waive their rights of recovery against the Colorado River Commission of Nevada, and its successors or assigns including its commissioners, officers and employees individually and collectively.
- 13.7 **Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor must be primary insurance with respect to any of the CRCNV's insurance whose insurance must stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.
- 13.8 **Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.
- 13.9 **CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.
- 13.10 **Deductibles.** With respect to any and all insurance required under this article, the deductible must not exceed \$2,500.00, without the prior written approval of the CRCNV.
- 13.11 **Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.
- 13.12 **Indemnification; Limited Liability.**
- 13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused

or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

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

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

14. Risk Of Delay

14.1 The Contractor shall accept the risk of any delays caused by the CRCNV. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the CRCNV for damages or

contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay.

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

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

15. Effect and Termination

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

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

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

15.4 **CRCNV's Right to Take Possession and Terminate.** If the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a trustee files a petition against the Contractor to take advantage of any debtor's act or to reorganize the Contractor under bankruptcy or similar laws; if Contractor repeatedly fails to supply suitable materials or equipment in the performance of this Contract; if Contractor fails to make prompt payments for labor, materials, or equipment; if Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Equipment or the Contractor's performance of this Contract; or, if the Contractor disregards the CRCNV's orders or Change Orders under this Contract, then the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, and after giving the Contractor and his surety at least seven days' written notice, terminate this Contract and take possession of all Equipment then delivered, and obtain all

additional Equipment required by this Contract from third party sources by whatever method the CRCNV may choose. In such case, the Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

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

20. Waiver of Claims.

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

21. Notices.

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

Colorado River Commission of Nevada
c/o Executive Director
100 N. City Parkway, Suite 1100
Las Vegas, NV 89106
Email: CRCAdmins@crc.nv.gov

Electrical Power Systems, Inc.
c/o Doug Gildersleeve
4240 Army Post Road
Des Moines, Iowa 50321
Email: dgildersleeve@ep2.com

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

22. Submission of Claims.

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

23. Assignment of Contract.

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

24. Severability.

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

25. Survival.

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

26. Applicable Law; Venue.

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

27. Article Headings.

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

28. Waiver.

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

29. Entire Agreement; Contractor Certification.

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

30. Authority to Execute.

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

IN WITNESS WHEREOF, the Contractor and the CRCNV have executed three duplicate originals of this Contract this 10th day of June, 2025. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

CONTRACTOR

By: _____

Its: _____

ATTEST

COLORADO RIVER COMMISSION OF NEVADA

By: _____

Puoy K. Premsrirut
Chairwoman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

Electrical Power Products, Inc.
4240 Army Post Road
Des Moines, Iowa 50321

SURETY (Name and Principal Place of Business):

CRCNV (Name and Address):

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

CONTRACT

Date: _____

Amount: \$716,273.00
Description: Contract No. CRCGV-06,
Garnet Valley Water System - 2920 Substation
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL (Seal below)

Company: _____

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

SURETY (Seal below)

Company: _____

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

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

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

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

SECTION 600 SUMMARY OF THE WORK

1. Project Description.

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

2. Work Under This Contract.

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

3. Delivery.

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

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

Mr. Shae Pelkowski
Colorado River Commission of Nevada
Telephone: (702) 376-9997
Email: spelkowski@crc.nv.gov

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

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

4. Work by the CRCNV.

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCGV-06.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCGV-06, and shall perform energization and startup of the new facilities.

5. Work Schedule.

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

5.1.1 Work Schedule:

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

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

5.1.1.3 Delivery dates shall be no later than 06/01/2026.

5.2 The anticipated Final Acceptance Date for all Equipment is 08/01/2026.

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700 SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

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

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedure Submittals.

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

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

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

SECTION 800 EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

SECTION 900 MANUFACTURER'S FIELD SERVICE

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

SECTION 1000
13 34 23.23
CONTROL BUILDING

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SECTION 1000
33 72 33.19
RELAY AND CONTROL PANELS

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SECTION 1100
Drawing List

<u>Drawing Number</u>	<u>Description</u>
E1 – E65	PAGES FROM TO-3_APEX2920 PUMP STATION SITE 100% DRAWINGS

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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Approve Contract No. ES-25-ENE between EN Engineering, LLC and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3216 for High Voltage System Engineering services for a term ending June 30, 2029, not to exceed 1,200,000.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: Contract not to exceed \$1,200,000.

STAFF COMMENTS AND BACKGROUND:

A. Power Delivery Group's Six Year Project Plan

The Colorado River Commission of Nevada's (Commission) Power Delivery Group (PDG) operates an electrical system that 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.

The PDG started building an electrical system to provide service to SNWA in the late 1990s and the system has continued to grow over the past twenty-five plus years. Further, the system includes 27 high voltage substations, with three more expected to be completed in the next two years. The system also comprises various underground and overhead transmission lines, including 32 miles of existing transmission lines, with an additional ten miles planned for completion by the end of 2025.

To manage capital and maintenance projects, the PDG has developed a Project Plan covering the years 2022 through 2031, outlining key initiatives.

B. Background of Bid/Procurement

The Commission's Staff includes an in-house electrical engineer to provide engineering support for the system, so Staff can perform many routine engineering support functions. However, the Commission occasionally requires further engineering support for its operation and maintenance functions and to assist with the preparation of designs of ongoing and future projects for the agencies it serves. The PDG is looking to expand its list of available high voltage engineering services to increase competition and open opportunities for additional firms that provide quality specialized services and provide the extra support the Commission needs.

On March 7, 2025, a multiple award bid solicitation no. 69CRC-S3216 was posted in NVE-Pro. Bid solicitations were sent to 24 vendors registered with NVE-Pro. The deadline for bid proposals closed at 2:00 p.m. on April 10, 2025. Six quotes were received through NVE-Pro. The evaluation team reviewed the bids and selected three firms, including EN Engineering, LLC.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF JUNE 10, 2025**

C. Proposed Contract

The proposed contract with EN Engineering Services, LLC consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system with a term ending on June 30, 2029, and a total not-to-exceed amount of \$1,200,000. This contract is an enabling contract to allow necessary work to be requested and performed under purchase orders that outline the specific scope of work and negotiated cost.

D. Staff's Recommendation

Staff recommend the Commission approve Contract No. ES-25-ENE and authorize the Executive Director to sign the contract.

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
Address:	100 N City Pkwy, Ste 1100
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Shae Pelkowski
Phone:	702-376-9997
Email:	spelkowski@crc.nv.gov

and

Contractor Name:	EN Engineering, LLC dba ENTRUST Solutions Group
Address:	28100 Torch Parkway, Suite 400
City, State, Zip Code:	Warrenville, Illinois 60555
Contact:	Lindsay Swanson
Phone:	336-517-2030
Email:	lswanson@entrustsol.com

WHEREAS, NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners, if the contracting process is controlled by the rules of competitive bidding;

WHEREAS, the Colorado River Commission of Nevada, pursuant to NRS 538.161, represents and acts for the State of Nevada in negotiation and execution of contracts for the use, planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State; 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. 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.

2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 9, Contract Termination*.

Effective from:	June 30, 2025	To:	June 30, 2029
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3. **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 electronic mail to the address(es) stated above.
4. **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:	SCOPE OF WORK
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	STATE SOLICITATION # 69CRC-S3216
ATTACHMENT D:	VENDOR PROPOSAL

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.

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

\$ Agreed	per	Purchase Order
Total Contract Not to Exceed:	\$1,200,000	

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.

6. **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.
7. **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.

8. 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 the 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.

9. 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 3, 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 9D. 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 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 3, 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 9C, 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 20, State Ownership of Proprietary Information*.

10. **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.
11. **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.
12. **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.

13. **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 to the extent arising 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.
14. **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.
15. **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 BB*, 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 BB*, 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, except Professional Liability, 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 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 15A, 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 or CG 20 26), 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 15B, 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.

16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.)
24. **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.

25. **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 of good quality, with no material defects.
26. **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 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.
27. **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.
28. **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.
29. **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 state District Court, Clark County, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
30. **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. 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.

EN Engineering, LLC dba ENTRUST Solutions Group

_____	_____	Sr. Vice President, Transmission and Substation
Lindsay Swanson	Date	Title

Colorado River Commission of Nevada

_____	_____	Executive Director
Eric Witkoski	Date	Title

Approved as to form by:

Office of the Attorney General

On:

_____	_____
Michelle Briggs, Special Counsel	Date

Attachment A

Scope of Work

COLORADO RIVER COMMISSION OF NEVADA

High Voltage System Engineering Services

SCOPE OF WORK

MARCH 2025

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	03/06/2025

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1. Objective

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) is looking for qualified substation and transmission line engineering services contractors for requesting engineering support services from the Contractor on an as requested basis.

2. Scope of Work

- a. NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding.
- b. The Colorado River Commission of Nevada, pursuant to NRS 538.161, negotiates and contracts for the planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State.
- c. This scope of work covers the ability to use a contractor for the purpose of maintaining the Colorado River Commission of Nevada's high voltage transmission and substation public works assets.
- d. The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system.
- e. Contractor should be willing and capable of providing at a minimum the following services:
 - i. General
 1. Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects;

ATTACHMENT A

2. Large scale multi discipline work to assist in Capital project development and execution for new facilities to the system.
 3. Preparation of cost estimates for incorporation in CRCNV budgeting processes for future execution of work.
 4. Drawing support to assist with field marks, new drawing creation, moving to new drawing management systems, etc.
- ii. Substation
1. Operations and maintenance related projects such as breaker replacements, relay replacements, SCADA I/O upgrades and replacements, etc.
 2. Preparation of spill prevention and counter control plans for substation oil containing equipment;
- iii. Transmission
1. Operations and maintenance related projects such as OPGW fiber replacement, re-conductoring, structure analysis and replacement, etc.
 2. Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines.
 3. Preparation of transmission structure re-location designs;
- iv. Distribution
1. Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party distribution lines.
 2. New or updated distribution drop designs, structure analysis and recommendations, etc.
 3. Preparation of distribution structure re-location designs;
- v. Networking and Automation
1. Supervisory and data acquisition control system programming
 - a. Survalent SCADA System
 - b. SEL Relay and SCADA Aggregation System
 - c. Legacy ABB Relaying
 - d. Legacy Schneider Modicon PLC System

ATTACHMENT A

- e. Legacy Wonderware SCADA System
- 2. Communication system planning and analysis, including preparation of microwave signal interference studies.
- 3. Networking upgrade designs, switch replacements and upgrades, SONET ring upgrade designs, etc.
- vi. System Coordination and Protection
 - 1. Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system;
 - 2. Analysis of fault data and relay target data to identify the causes of various relay operations;
 - 3. Preparation of relay settings for various relay types, line, transformer, feeder, etc.
- vii. Studies and Strategic Planning
 - 1. Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

3. Required Deliverables

- a. Determined during project planning phase and to be included in contractor proposal, examples below:
 - i. Plan Drawings
 - ii. Plan and Profile Drawings
 - iii. Schematics
 - iv. Wiring Diagrams
 - v. Detail Drawings
 - vi. Cable Schedules
 - vii. Bill of Materials
 - viii. Surveying Documents
 - ix. Reports
 - x. Relay Settings and networking configuration files in applicable file format

4. Work by Owner

ATTACHMENT A

- a. The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.
- b. The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Thursday during periods which work has been scheduled.
- c. The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Purchase Order.
- d. The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

ATTACHMENT B

INSURANCE SCHEDULE

Consultant and sub-consultants 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 Consultant, his agents, representatives, employees or sub-consultants.

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 Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

1. Commercial General Liability – Occurrence Form

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

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

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

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified above.

2. Automobile Liability

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

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

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

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant 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. Policy shall contain a waiver of subrogation against the State of Nevada.

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 shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

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

C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). 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 Consultant from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Consultant 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 (Gina Goodman at 100 N. City Pkwy, Ste 1100, Las Vegas, NV 89106). 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. SUBCONSULTANTS: All required sub-consultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT C



STATE OF NEVADA
Colorado River Commission of Nevada
100 N. City Parkway, Suite 1100 | Las Vegas, NV 89106 Phone: 775-684-0170 | Fax: 775-684-0188

Solicitation: **69CRC-S3216**
For
High Voltage System Engineering Services

Release Date: **03/07/2025**
Deadline for Submission and Opening Date and Time: **4/10/2025 @ 2:00 pm**

Single point of contact for the solicitation:
David Rodriguez, Power Systems Engineering Manager
Phone, 702-373-9403
Email Address, drodriguez@crc.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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ATTACHMENT C

1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada, Colorado River Commission of Nevada is seeking proposals from qualified vendors to provide High Voltage System Engineering Services as described in the scope of work and attachments.
- 2.2. The State intends to award multiple contracts in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The Colorado River Commission of Nevada shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada (CRCNV) owns and operates high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substation, 32 miles of 230-kV transmission lines, 5 miles 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of ten additional substations owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The goal of this solicitation can be seen in Attachment A – Scope of Work.

3. SCOPE OF WORK

- 3.1. See Attachments 4.1.1.

4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 4.1.1. Attachment A - Scope of Work
- 4.1.2. Attachment B - Terms and Conditions for Services

- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

- 4.2.1. Attachment C – Standard Form Contract
- 4.2.2. Attachment D - Insurance Schedule

- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

- 4.3.1. Attachment E - Cost Schedule
- 4.3.2. Attachment F - Proposed Staff Resume
- 4.3.3. Attachment G - Reference Questionnaire
- 4.3.4. Attachment H - Vendor Information Response – **Must Be Signed**
 - A. Vendor Contact Information
 - B. Vendor Information
 - C. Payment Authorization for use of Procurement Card
 - D. Name of Individual Authorized to Bind the Organization
 - E. Vendor Certifications
 - F. Confidentiality and Certification of Indemnification
 - G. Certification Regarding Lobbying

ATTACHMENT C

5. TIMELINE

5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

5.2. TIMELINE. The following represents the proposed timeline for this project.

5.2.1. All times stated are Pacific Time (PT).

5.2.2. These dates represent a tentative schedule of events.

5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 5:00 pm on 03/27/2025
B. Answers Posted.....	On or about 04/03/2025
C. Deadline for References.....	No later than 5:00 pm on 04/09/2025
D. Deadline Proposal Submission and Opening	No later than 2:00 pm on 4/10/2025
E. Evaluation Period (estimated).....	04/10/2025 - 04/24/2025
F. Selection of a Vendor (estimated).....	On or about 04/24/2025
G. Contract start date (estimated)	05/15/2025

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

6.1.1. Proposals shall be kept confidential until a contract is awarded.

6.1.2. In the event that the solicitation is withdrawn prior to award, proposals remain confidential.

6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

6.1.4. Financial stability shall be scored on a pass/fail basis.

6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Addressed all Scope of Work items	50
B. Provided examples of Contractor's industry experience on all Scope of Work items	35
C. Provided example of final product/deliverables	5
D. Cost Factor.....	8
E. No redlines of State contract.....	2

6.1.6. Cost proposals will be evaluated based on the following formula.

A. $\text{Cost Factor Weight} \times (\text{Lowest Cost Submitted by a Vendor} / \text{Proposer Total Cost}) = \text{Cost Score}$

6.1.7. Presentations

A. Following evaluation and scoring specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

B. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in relative scores from technical and cost scores.

C. Following presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.

D. The State reserves the right to add additional criteria or presentations.

E. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

6.2. NEVADA-BASED BUSINESS PREFERENCE

6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

6.2.2. Nevada-based business is defined in NRS 333.3352(1).

6.2.3. The term 'principal place of business' has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business's corporate headquarters.

ATTACHMENT C

- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. INVERSE PREFERENCE

- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
- 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposals shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on 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."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

ATTACHMENT C

8. CRITICAL ITEMS

8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

8.3. INSURANCE SCHEDULE

8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

8.4. VENDOR BACKGROUND

8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.

8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

8.5. VENDOR STAFF RESUMES

8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.

8.5.2. A resume shall also be included for any proposed key subcontractor personnel.

8.6. SUBCONTRACTORS

8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.

8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A. How the work of any subcontractor(s) shall be supervised

B. How channels of communication shall be maintained

C. How compliance with contracts terms and conditions will be assured

D. Previous experience with subcontractor(s)

8.7. VENDOR FINANCIAL INFORMATION

8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

8.7.3. Proposing vendor shall provide the following financial information and documentation:

A. Dun and Bradstreet Number

B. Federal Tax Identification Number

C. The last two (2) full years and current year interim:

ATTACHMENT C

1. Profit and Loss Statements
2. Balance Statements

8.8. BUSINESS REFERENCES

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. The State will not disclose submitted references but will confirm if a reference has been received.
- 8.8.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included but are discouraged and should be kept to a minimum.

9.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

9.4. COST PROPOSAL

- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

9.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

- 9.7. OTHER ATTACHMENTS. If necessary, not recommended.

- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

lswanson@entrustsol.com

April 10, 2025



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ATTACHMENT D

April 10, 2025

State of Nevada
Colorado River Commission of Nevada
Attn: David Rodriguez, Power Systems Engineering Manager
100 N. City Parkway, Suite 1100
Las Vegas, NV 89106

RE: Solicitation 69CRC-S3216 for High Voltage System Engineering Services

Dear Mr. Rodriguez,

On behalf of EN Engineering, LLC (EN), I am pleased to submit this proposal in response to the Colorado River Commission of Nevada (CRCNV) Solicitation 69CRC-S3216 for High Voltage System Engineering Services. EN has a proven track record of delivering comprehensive engineering, drafting, and analysis services for high voltage transmission and substation projects in Nevada. Our team of skilled engineers, project managers, and technical specialists is **dedicated to providing exceptional results.**

We have extensive experience in substation design and engineering, transmission line engineering, distribution systems, comprehensive system analysis and planning, and protection and controls engineering. Our capabilities include:

- Bulk power, sub-transmission, and substation design up to 345kV
- Routing, siting, and permitting power delivery projects
- Overhead reconductoring, Underground T&D, and capacity expansions
- Grid modernization design, and relay and protection engineering

EN has successfully provided these services to nearby clients in the area, including:

NV Energy

| SoCal Edison

| PacifiCorp

EN has a team of experienced staff based in the Las Vegas, NV area and nearby locations that excels in navigating the unique challenges of the Clark County region.

We are confident that our expertise and commitment to quality will ensure the successful execution of the services required by the CRCNV. Thank you for considering our proposal. Should you have any questions or require additional information, please do not hesitate to contact me at (336) 517-2030 or email lswanson@entrustsol.com.

Sincerely,

Lindsay Swanson

Lindsay Swanson

Sr. Vice President, Transmission & Substation



Our Background

What We Do and Who We Serve

For 20 years, businesses, people, and communities have entrusted the employees of EN Engineering with their most valuable assets, infrastructure, and the projects that improve them.

We have embraced growing markets such as renewables, power engineering services, EV infrastructure, data analytics, and geospatial with cutting edge engineering, consulting, and automation services.

We offer valuable solutions to challenges faced by our clients, restore and expand infrastructures, enhance and streamline systems, and identify and record key assets for clients, including gas and electric utilities, telecommunication service providers, pipeline operators, and industrial companies.

As one of the fastest-growing engineering firms in the country, we have grown from a single Midwest office to a national network of locations, which has only strengthened our commitment to serving with *excellence... from start to finish*.

While EN Engineering has been rebranded a part of the ENTRUST Solutions Group, EN Engineering, LLC is still the operating and contracting entity through which services will be provided.





Business Mission

EN Engineering is committed to **growth** by providing innovative solutions to our clients with a focus on **long-term relationships**, while consistently maintaining the highest level of quality, safety, integrity, and ethics.



People Mission

Our success is achieved through continuously cultivating a culture that values the contributions of our diverse and **talented team** members. We seek out and encourage colleagues who are passionate, curious, and client focused. We maintain an environment of mutual respect and commitment to professional development and advancement.



Community Mission

We are committed to the safety and sustainability of the communities, team members, and stakeholders that we serve. We are a strong catalyst for positive change in the communities where we partner with our clients. We achieve this through charitable **giving**, partnering with **community development** organizations, and creating local **job growth**.

Our Safety Commitment, Our First Priority

- Customers and the community entrust us to keep **safety first** when designing pipelines, facilities, and other installations. This includes addressing all regulations and standards, as well as designing for safer maintenance and upgrades in our work product.
- We insist on a **safe workplace** for our employees, our vendors, our customers, and the community.
- We have set our **safety objective** at zero for vehicle accidents, property damage, lost time, and medical aid injuries by EN Engineering and our subcontractors.



Why Choose EN Engineering

Who We Are and How We Can Help



Safety

Relentless commitment to safety for our employees, our vendors, our clients, and our communities



Quality

Strict quality control procedures; proven methodologies; impeccable resources; continuous communication with client and project team members



Expertise

Strong focus on the energy industry; nationally recognized subject matter experts; highly experienced, industry-trained core staff



Value

Complete projects on-time and on-budget with low risk to client



Location

Network of 35 offices close to key energy sectors and critical industry hubs



Diversity

EN Engineering utilizes diversity contractors and has implemented a comprehensive Disadvantaged Business Enterprise (DBE) initiative across our services that complies with the needs of our clients

*Large enough to **serve you nationally**, small enough to **serve you** with our senior staff and **industry-leading experts**.*



EN Engineering by The Numbers



36

Locations with team members licensed in all 50 US states



3000+

Employees company-wide



2000+

Design personnel devoted to pipeline and electrical engineering



140+

Programmers dedicated to automation services



0.12

Total Recordable Incident Rate



31+

Languages in which our employees are fluent



>36,000

Annual Projects Completed



275+

Data and GIS Professionals



Project Safety

Promoting a Culture of *Safety First*

At EN Engineering, our goal is to reduce health, safety, and environmental risks. We promote safe and environmentally responsible work practices and are committed to maintaining the highest level of safety standards.

EN recognizes the priority that the State of Nevada places on safety and the importance of complying with health, safety, and environmental policies and procedures to ensure a successful relationship for both State of Nevada and EN.

We have set our **safety objective at zero** for vehicle accidents, property damage, lost time, and medical aid injuries by EN and its subcontractors. A team approach, focusing on a cooperative effort between EN and our clients is essential in order to meet this objective. All team members must exercise every effort to eliminate personal injury, equipment loss, or damage to facilities and are required to participate in our safety program. EN has had zero OSHA safety violations since the inception of the company.

A pre-job meeting shall be held before commencing any new project to establish the safety program and objectives. EN employees, subcontractors (as required), and client representatives shall attend the meeting. On an as needed basis, EN shall conduct a Tailgate safety meeting with each crew to review the client safe work permits and health and safety issues associated with the day's work, or in some cases, prior to a specific high-risk task.

If required, we will train and qualify one of EN's employees to train other EN employees on the State of Nevada safety standards. EN will ensure that all employees will be trained prior to any site visits on State of Nevada facilities.

EN employees working on State of Nevada projects will be placed into our DOT drug testing pool. We maintain a comprehensive insurance package and health & safety program.

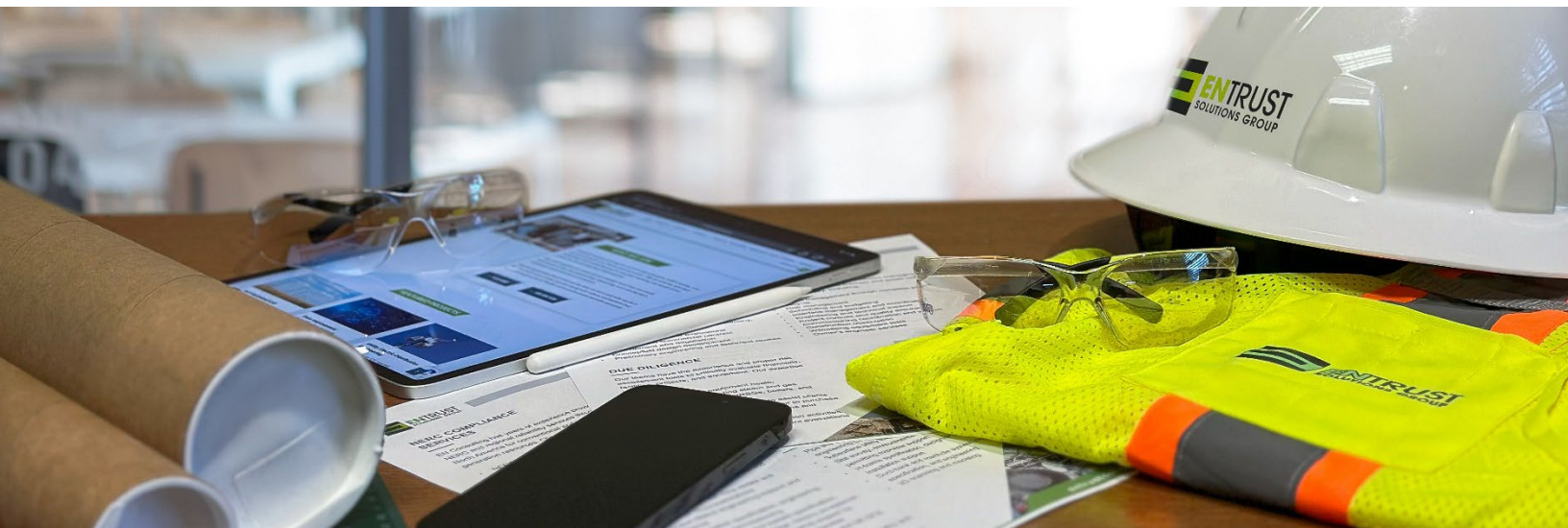


ISO Compliance

We strive to provide an engineering focused approach to problem solving by adhering to robust project management techniques. EN Engineering is an ISO 9001:2015 certified company. A copy of our Quality Manual is available upon request. **EN uses ISO 9001 as its standard** quality management system for work approvals. ISO 9001 certification gives our clients confidence in knowing that our work product is thoroughly vetted and approved.

Evaluations: Project designs are evaluated during our Quality Review process and supported using **ISO checklists**. Our Quality Review process includes 1) a formatting review to check drafting quality standards, 2) engineering design review (codes, calculations, etc.), and 3) an interdisciplinary or independent review to either cross-check for a cohesive and consistent design among disciplines involved and/or provide an additional check by a qualified individual not associated with the project.

EN Engineering will follow our ISO process for project reviews and all project deliverables will be transmitted via *ENSured* or an equivalent secured site requested and provided by the client.

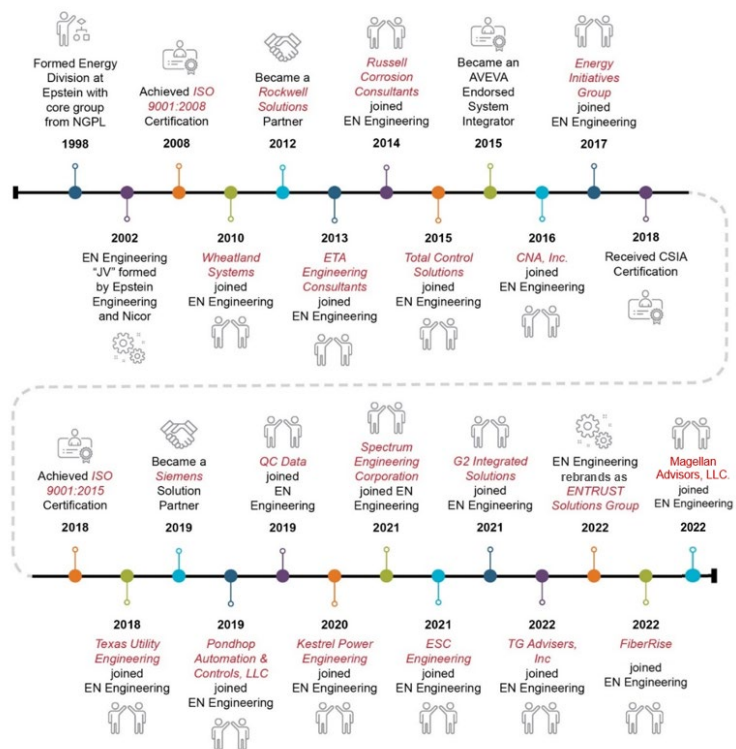


EN's Qualifications

Industry Experience

EN Engineering, LLC (EN) is a leading national engineering services firm providing comprehensive design, engineering, and consulting services to gas and electric utilities and other energy and industrial end-markets. With over 3,000 professionals in 36 offices nationwide, EN offers customers an unparalleled spectrum of services with expertise in electric power transmission, distribution, generation and inspection, telecommunications, natural gas and oil pipeline infrastructure, gas distribution, automation systems, field services, data solutions, integrity management, and industrial and refinery solutions.

Our history dates to 1998 when a group of managers, engineers, and designers from Natural Gas Pipeline Company of America (NGPL) formed the Energy Division of Epstein Architects & Engineers. In 2002, EN Engineering, LLC was formed as a joint venture between Epstein's Energy Division and the Engineering & Technology Departments of Nicor Gas. Today, EN is owned by Kohlberg & Company and Neuberger Berman. While EN Engineering has been rebranded a part of the ENTRUST Solutions Group, EN Engineering, LLC is still the operating and contracting entity through which services will be provided. We have grown significantly from our beginnings, but we have continually maintained a strong emphasis on the energy industry.



Today, our team of over 3,000 professionals provides an unparalleled spectrum of services with expertise in electric power generation, transmission & distribution, natural gas distribution and transmission, natural gas and liquid pipeline infrastructure, petroleum refining, process safety management, chemical processing, food & beverage processing, and manufacturing facilities.



EN's Local Presence

With approximately 300 employees in the Las Vegas, NV area, EN's team is well-versed in the unique challenges and regulatory environment of the region. This ensures we provide tailored solutions that meet the specific needs of CRCNV. EN approaches each project uniquely, recognizing that every project has its own challenges and requires a distinct solution.

Ramp-Up and Quick Mobilization: Our local office and presence in Nevada allows us to ramp up quickly and mobilize our resources efficiently. This ensures that we can start projects promptly and meet tight deadlines without compromising on quality. Our team is always ready to respond to urgent needs and can be on-site swiftly to address any issues that may arise. Further, our staff is well-equipped with the necessary tools and technology to perform their tasks from any location, including several EN office facilities.

Scalability and Availability: EN's local team is supported by a robust network of remote employees, enabling us to scale our operations as needed. Whether the project requires a small team or a large workforce, we have the capacity to adjust our resources accordingly.

As an example of EN's demonstrated ability to ramp-up and scale to meet a client's evolving needs, in Q1 2025, Pacific Gas & Electric (PG&E) requested that EN provide a Service Planning Support team for program execution. Upon receiving the purchase order from PG&E, EN swiftly ramped up the team through both internal and external hiring processes. By April 2025, EN successfully provided PG&E with fifty-nine (59) confirmed resources and ten (10) alternates, showcasing our ability to scale rapidly to meet client needs.

Working with Nevada Clients: Because of our local presence, EN has successfully provided services to several clients in Nevada, including NV Energy and PacifiCorp. For instance, our work with NV Energy involved comprehensive engineering and design services for high voltage transmission and distribution line projects, such as a 26-mile double circuit 120kV reconductoring, pole replacement, distribution line rebuild and steel pole procurement. One of our recent projects for PacifiCorp entailed conversion of a transmission line from 35kV to 69kV, multiple structure replacement, the design of a new tap and inline switches, and the transferring of existing 12kV underbuilds.

Capabilities and Experience

EN has extensive experience in engineering, owner's engineering, system studies, and design, working with major electric utilities, municipalities, power producers, and cooperatives, and power producers. Our expertise covers the entire power delivery system, including transmission and distribution, with a focus on system expansion, upgrades, reinforcement, repair, and modernization. We collaborate seamlessly with our utility clients' in-house teams, enhancing their capabilities and adhering to their standards, work management systems, and design software.

Our team is comprised of project managers, expert engineers, design technicians and drafters with decades of electric utility experience, trained to meet the specific needs of each client. We carefully match the right resources to each assignment, ensuring high-quality, high-volume production while delivering exceptional service value.



Electric Substation Engineering Services:

EN has the capabilities and experience to provide substation engineering and design support for CRCNV's two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, and seven 69/4.16-kV substations. Our services include, but are not limited to:

- Relay and Protection Engineering
- Control and Instrumentation Engineering
- Standards Development Support
- Transmission and Distribution Line Design and Engineering
- Lead Commissioning Engineer Services
- Substation Engineering
- Outage Planning, Implementation, and Management
- Owner's Engineer (30/60/90 Conceptual drawing reviews)
- IFA/IFP/IFC
- Construction Administration and Oversight

Protection and Controls Engineering

Our dedicated team of industry leaders provides extensive experience in Protection and Controls Engineering, including commissioning, automation, NERC compliance, and standards development. We are experienced with all major relay manufacturers and can assist clients with any Protection and Controls needs.

- Protective relay scheme drawings and modeling
- Protective relay studies and calculation of settings
- Preparation of protection settings for high voltage substation equipment and transmission lines
- Modeling of high voltage transmission systems and equipment
- Relay Setting Inputs
- Commissioning Support

Electric Substation Design

EN's substation capabilities encompass a wide range of services, including bulk power, sub-transmission, and distribution substation design up to 500kV. Our expertise includes safety and standards analysis, bus configuration analysis, major equipment design, site development, grounding design, and lightning protection design.

- Geotechnical and environmental engineering, design, and permitting services
- Electrical Engineering Services (equipment specification, wiring & schematic diagram development, bus design, short circuit analysis, grounding & shielding testing, control building/telecommunication design, site lighting, battery/generator design)
- Protection & Controls design
- Communication & SCADA design
- Facilities Studies
- Civil/Structural Design
 - Site layout, foundation & grading plans
 - Steel & concrete structure engineering & design

Civil and Structural Design

We provide civil and structural engineering and design services that meet jurisdictional code requirements, delivering safe, reliable, and long-lasting solutions while minimizing



construction and maintenance costs. Our services include conceptual guidance, vendor selection, procurement management, and construction support.

- Civil site or corridor grading plans
- Foundation design for substation equipment
- Containment structures for oil-filled transformers
- Wood and steel pole structural evaluation and design
- Monopole and trellised tower design and evaluation
- Bridge attachment of conduit racks
- HDD & Bore bath design under waterways, highways, or other obstructions
- Structural erection and demolition observation and inspection

Environmental Engineering / Permitting Capabilities

EN provides comprehensive environmental engineering, design, project management, and permitting services. Our team offers expertise in navigating the complexities, permitting, and technical issues surrounding distribution, transmission line, and site development projects.

- Regulatory compliance, planning, permitting, and reporting requirements
- Ecosystem management and ecological restoration
- Assessment and land development
- Natural resources and wetland delineation
- Erosion and sediment control
- Due diligence, facility inspection and NEPA studies, including corridor assessments

Electric Substation Engineering Project Experience

Project Name: Huron 2nd Source Reinforcement

Client: American Municipal Power (AMPT)

Scope of Work: EN's scope of work include transmission line design services associated with installation of a two 69kV Lines in Huron, OH. The design utilized Engineered tubular steel structures on concrete pier foundations. The lines are each approximately 500ft in length, and included coordination with First Energy, who owns the Point of Interconnection (POI). EN performed PLS-CADD modeling, developed a steel pole package, completed foundation design utilizing MFAD software, and is providing procurement and construction support. EN developed a design package that includes bill of material, plan and profile, foundation schedule, structure/assembly drawings and stringing charts.

Deshler 2nd Source Reinforcement

Client: American Municipal Power (AMPT)

Scope of Work: EN's scope of work includes transmission line design services and Prime engineering contractor requirements associated with installation of a greenfield 69kV Line in Deshler, OH. The line is approximately 12 miles in length and crosses rural and agricultural land. The design utilizes Light Duty and Engineered tubular steel structures, direct embedded and on concrete pier foundations. EN is performing routing support, structure development, PLS-CADD modeling, foundation design, procurement support and construction inspection services. EN is the Prime engineering contractor for this project, and its role includes sub-contracting and managing land acquisition, geotechnical investigation, and LiDAR and ground surveys required for the project. This project also involves design and installation of ADSS fiber run on a separate alignment, as well as installation of two Engineered Steel Vertical Switch structures. This project is ongoing and is currently in Design.



Lower Rio Collector Substation Project for 60MW Battery Energy Storage Project

Client: Ormat (Nevada)

Scope of Work: Provided engineering and design services for the construction of the Lower Rio 34.5kV/138kV collector substation. The single line-up substation included a 34.5kV/138kV – 50MVA transformer with secondary oil containment, followed by a 145kV 1200A vertical break GOAB switch leading to a 145kV-1200A circuit breaker. There was a CT/PT combo metering unit and second 145kV-1200A vertical break GOAB with mechanical interlock ground disconnect. This also included an A-Frame dead-end, with a side break GOAB V-switch and lightning arrestors that connected the substation get-a-ways to the 138kV T/line leading to an existing Substation. Single phase PT's were also designed to be connected by strain bus ahead of the dead-end V-switch. The lightning protection for the site was through a static mast connected to the dead-end with overhead static wires. Substation Transformer (TPP – SEL 787 & 751) and Line (LPP – SEL 411L) Protection Relay settings calculations, development, and coordination were included.

Collom Gulch Substation and Transmission Line Project

Client: White River Electric Association (Colorado)

Scope of Work: The Colowyo Collom Pit Coal Mine project focused primarily on designing a new substation to provide power to the mine. This substation featured a 69kV-24.9/14.4kV, 7.5//10.5MVA power transformer and a three-breaker 115kV ring bus operated at 69kV. Located in Western Colorado at an elevation of 7,300 feet, the site presented challenges such as rock excavation and coal seams, requiring specialized foundation design. Supporting this substation was a 5.5-mile 138kV transmission line, constructed with H-frame RUS wood pole structures and featuring 477 ACSR conductors, 0.507" OPGW, and 7/16" EHS shield wires. The comprehensive scope included substation design, protective relaying, control systems, material procurement, bid package management, contractor evaluation, construction inspections, and final commissioning.

Dilkon Substation (419-824)

Client: Navajo Tribal Utility Authority (Arizona)

Scope of Work: This substation project consisted of building a new substation with a future 4 breaker 115kV ring bus, new 20MVA power transformer, regulators, 4 bay main and transfer distribution bus. Control building and perimeter fence was installed. Also included was the installation of a mobile transformer bay. New distribution switchgear was also included in the project. Site graded as well as access road design into the site to facilitate was part of the project.

Sioux Substation Upgrade Project

Client: South Texas Electric Cooperative (STEC – Texas)

Scope of Work: EN is managing the Sioux Substation Upgrade, which involves enhancing an existing 138kV facility by integrating a new 138kV circuit breaker into the existing ring bus and adding a transmission line for a generation tie-in to the Lower Rio Battery Energy Storage System (BESS) and Collector Substation. We deliver detailed engineering designs, including updated one-line diagrams, equipment layouts, relay settings, and bid packages.

Williams Creek Substation

Client: JSI Construction Group (Colorado)

Scope of Work: Provided JSI Construction Group, LLC (JSI) support with design of the substation and transmission tap, distribution and evaluation of equipment and construction



bid packages, periodic construction inspection, and final commissioning for Colorado Springs Utilities' (CSU) Williams Creek Substation. The project consisted of the addition of a 230kV three (3) breaker ring bus, tapping the two (2) 230kV transmission circuits, and design to easily convert to a break-and-a-half configuration for future installation of 345kV-230kV autotransformers and to tie into CSU's adjacent 345kV transmission line. The project team was composed of a principal substation engineer, senior substation engineers, a substation engineer, and CAD designers. With the assistance provided, JSI and CSU were able to construct the new facility to tie a new 60MW solar field into CSU's existing 230kV transmission line.

Palmer Substation Build

Client: JSI Construction Group (Colorado)

Scope of Work: Provided JSI Construction Group, LLC (JSI) support with design of the substation, distribution and evaluation of equipment and construction bid packages, periodic construction inspection, and final commissioning for the Palmer Substation. The project consisted of designing the new 230kV-34.5kV, 60MW substation to tie into the new Williams Creek Substation via a new 0.3-mile single circuit 230kV transmission line while collecting the power generated by an adjacent 60MW photovoltaic array. The project team was composed of a principal substation engineer, senior substation engineers, a substation engineer, and CAD designers.

New Substation for Growing Irrigation Loads

Client: Valley Electric Association, Inc. (Nevada)

Scope of Work: This project involved the construction of a new substation, including a new breaker for high-side transformer protection, a new 10MVA power transformer, and a 2-bay main distribution bus. Regulators were installed on the main bus to provide regulation. The project also included site grading, access road grading, and support for Environmental Assessment (EA) and Bureau of Land Management (BLM) requirements.

Electric Transmission Engineering Services

EN is fully prepared to immediately provide electric transmission engineering services for CRCNV's 32 miles of 230-kV transmission lines, 5 miles of 69-kV overhead transmission lines, and eleven miles of 69-kV underground transmission lines.

Electric Overhead Transmission Line Design

Our experienced team excels in managing complex projects, including multiple sites and linear corridors. We handle routing and feasibility analysis, overhead line design using PLS software, conductor sag-tension, insulation, guy and anchoring design, structure spotting, and structural and foundation design. We also manage material procurement and construction contracts. Each design undergoes a rigorous ISO 9001 QAQC review to ensure top quality.

Electric Underground Transmission Line Design

EN is equipped with expertise and resources to support every aspect of underground transmission line design. Our team has a deep understanding of electrical, civil, and environmental engineering, allowing us to design and manage electric underground transmission systems, including all necessary permitting.



We ensure our designs meet client requirements, industry specifications, and safety standards. Our proficiency in trenching techniques and directional drilling enhances both design and constructability, enabling us to choose the most effective installation method, even when traditional open trenching is not viable.

We prioritize timely communication and collaboration with clients to promptly address any issues, ensuring successful project completion. Each design undergoes a rigorous ISO 9001 QAQC review to guarantee top quality. Our key services include:

- Routing analysis & feasibility studies
- Environmental impact assessments
- Preliminary cable design, sizing, thermal analysis, and ampacity studies
- Full cable system design (cable selection, accessories, pull planning, etc.)
- Civil design (duct bank, trenchless, vaults/manholes, etc.)
- Riser/transition structure design
- Design schematics, detailed conduit plans and profiles, construction documents
- Expert knowledge in working with and qualifying cable (and accessory) manufacturers, including engineering coordination, plant reviews and audits, specification adherence, and factory test result compliance
- Cost estimates
- Construction support

Electric Transmission Engineering Project Experience

California – North Truckee 120kV Transmission Line (Line 102)

Client: Nevada Energy (NV Energy):

Scope of Work: This project consisted of 26.3 miles of single circuit 120kV. Directed embedded steel H-frame tangent structures were utilized with direct-embedded and guyed steel 3-pole structures being utilized for line angles and deadends. Conductor for the project was 954 ACSR “Rail” with 0.646” OPGW and 3/8” EHS shield wires. Environment was rural and terrain was severe mountainous. The project is entering construction phase and EN is assisting with steel pole ordering.

California – North Truckee – Summit 120kV Transmission Line (Line 133)

Client: Nevada Energy (NV Energy):

Scope of Work: This project consisted of 8.6 miles of single circuit 120kV. Directed embedded steel H-frame tangent structures were utilized with direct-embedded and guyed steel 3-pole structures being utilized for line angles and deadends. Conductor for the project was 954 ACSR “Rail” with 0.646” OPGW and 3/8” EHS shield wires. Environment was rural and terrain was severe mountainous.

Nevada - Buckeye to Roundhill 120kV Transmission Line (Line 112)

Client: Nevada Energy (NV Energy):

Scope of Work: This project consists of 15-structure replacement per biannual inspection involving monopole, H-frame and 3-pole configurations. Many of the replacements were located on Genoa peak on extremely side sloped and undulating terrain. Structures were replaced with direct-embed steel poles, H-frames being utilized as tangent structures and guyed 3-pole structures utilized for deadends and angles. Conductor remained the existing



636 ACSR “Grosbeak” spliced at new deadends. Deliverables included PLS-CADD bak file, steel pole bid package and a comprehensive construction set.

Nevada – Distribution Single Circuit to Double Circuit Line Rebuilds

Client: Nevada Energy (NV Energy)

Scope of Work: These projects utilized PLS-CADD to support Nevada Energy distribution line rebuilds. Initially EN was scoped with QA/QC technical review efforts of Nevada Energy distribution projects encompassing single circuit to double circuit of 795 ACSR “Arbutus” rebuilds. Scope was then increased to include modelling and analyzing the lines in their entirety. Deliverables included PLS-CADD bak file and plan drawings with pole class and framing callouts. Three total projects with a combined 335 structures and approximately 12 miles.

Brian Head - Parowan Valley 69kV

Client: PacifiCorp

Scope of Work: The broader scope of work involved converting the existing Brian Head to Parowan Valley transmission line from 35kV to 69kV. Our scope of work focused on connecting the existing line to a new 69kV substation bay at the Parowan Valley substation, while the existing bay at the Brian Head substation was retained. The project included six total structures, five new and one replacement. New conductor and structure design leading to the Parowan Valley substation bay was required. The design incorporated direct buried wood poles. Midway along the line, a new tap off the line was designed to connect to a new substation owner by the local city. The tap design included five new structures. Two structures were fiberglass switch structures. Two inline switches were designed. The design also included designing & transferring existing 12kV underbuilds.

CLCPA Owners Engineering Services

Client: National Grid

Scope of Work: The project team is providing technical review of overhead transmission line design packages for multiple transmission line projects throughout New York state. The goal of these reviews is to ensure client standards and industry requirements are met in the design. Submissions are received as 30/60/90 and IFC design packages and review periods are typically 10 business days. Submittals include but are not limited to, Design Criteria, PLS-CADD/Pole modeling, structure performance and fabrication drawings, assembly drawings, foundation design and construction specifications/drawings. Based on the amount of staff to complete a thorough review within the allotted timeframe. EN manages each review by tracking tasks and progress, utilizes checklists to ensure accuracy and thoroughness, and compiles comments in a uniform spreadsheet for clear communication. EN’s PLS-CADD checklist has over 150 review points including items such as File Setup, Terrain/TIN Model, Alignment, Feature Codes, Criteria, Structure Spotting, Wire Stringing and Line Reports.

Don Carlos - Mora 345kV Transmission Line Project

Client: Ameren Transmission

Scope of Work: The scope of this project is to connect a proposed 800 MW wind farm with bulk electric system in northeast New Mexico. It consists of 47 miles of single circuit 345kV utilizing wood H-frame construction. The conductor for the project is double bundled 795 ACSS “Drake” with a OPGW and 3/8” EHS steel shield wires, and the environment is rural with a rolling hills terrain through grasslands. EN is responsible for routing, complete design, land rights and permitting assistance.



QAQC – Various Transmission Line Projects

Client: Tri-State Generation & Transmission

Scope of Work: EN was selected to oversee and support the Utilities in-house engineering efforts on transmission lines ranging in voltages from 115kV – 230kV located in Colorado. Due to project workload, there was not sufficient QA/QC availability from senior leadership for junior engineers. EN acted in the QA/QC role and provided mentorship, leadership, and detailed training in transmission line design utilizing and improving on the Utilities QA/QC checklists. EN continues to act in an on-call capacity for this role.

Montrose – Maverick - Cahone 230kV Transmission Line Project

Client: Tri-State Generation and Transmission Association

Scope of Work: EN became involved with the project in July 2019 when Tri-State's engineering consultant for the project closed their Power Delivery division. EN provided Owners Engineering review initially, followed by full Engineering support of construction for the remainder of the project. This included a full review of the previous engineering consultant's design, and engineering support during wire stringing and sag checking of the Dolores Canyon Span. This project consisted of 80 miles of single circuit 230kV transmission line. This complex project utilized a mix of wood H-frame, single and multi-pole steel structures (both direct-embedded and on drilled concrete piers). Steel lattice towers were utilized for the 6,512 ft. span over the Dolores River Canyon. The environment was rural and terrain varied from rolling hills to severe mountainous. EN successfully provided engineering support during construction, foundation inspection, design review, inspection, sag checking, and as-builts services.

Vista Trails 345kV Transmission Line Underground Feasibility Study

Client: Ameren Transmission

Scope of Work: This project consisted of performing an underground feasibility study for a proposed 345kV transmission line through the Town of Taos, NM. The feasibility study was based on approximately three (3) miles of underground being required. A routing study evaluating two alternates was performed, followed by preliminary design (cable sizing, duct bank and vault design) and then producing a cost estimate for the preferred alternate. Cost estimating was performed by engaging manufacturers (cable, conduit, accessories, vault, steel riser structures, etc.) and local contractors (underground locators, surveyors, concrete suppliers, and civil contractors, etc.) to provide budgetary estimates. A summary of our results/conclusions was then provided. EN provided routing, preliminary design and cost estimating.

Avon - Gilman 115kV Transmission Line

Client: Holy Cross Energy

Scope of Work: Holy Cross Energy needed a backup up 115kV source of power for the Vail Valley. This project consists of 9 miles of single circuit 115kV, 3 miles of which will be underground. Wood single pole braced post structures were used throughout the project. Running angles and deadends were primarily single pole wood guyed structures with a few self-supporting steel structures on reinforced concrete piers. Conductor for the project was 636 ACSR "Grosbeak" with a OPGW shield wire. Final underground cable is TBD. Environment is rural to suburban and terrain is mountainous. EN provided NEPA permitting assistance, routing, complete design, materials procurement assistance and inspection.

Burro Bridge – Ouray North 44kV Transmission Line

Client: San Miguel Power Association



Scope of Work: San Miguel Power needed a backup source of power for the towns of Ouray and Ridgway. This complex project consists of the rebuild of 16 miles of existing single circuit 44kV transmission line over Red Mountain Pass. The project will utilize a mix of wood single pole and H-frame structures with self-supporting steel structures on concrete piers utilized where guying is not feasible. Severe mountainous terrain results in numerous structures only being accessible via helicopter. Approximately 0.75 miles of the line will be placed underground in US Highway 550 to mitigate rockfall issues. NEPA permitting involved San Juan and Uncompahgre National Forests. Land rights will involve producing easements across numerous mining claims. Construction will be over 2-3 years due to environmental constraints. Environment is rural and terrain is severe mountainous. EN provided NEPA permitting, land rights, surveying, routing, complete design, materials procurement assistance, construction management/inspection.

Transmission and Distribution Planning & Protection Services

EN provides comprehensive Distribution and Transmission system analysis and planning services. Our team of experts offers decades of utility analysis and consulting experience, covering a wide range of services from downtown secondary networks to grid modernization and alternative energy resources (DER, EV, BESS, and microgrids). We support interconnection studies, navigate complex RTO policies, and offer NERC reliability and audit support. EN partners with you from project conception to completion, providing robust and comprehensive system analysis for any portion of the distribution or transmission grid. Our planning services include, but are not limited to, the following:

Strategy and Planning

- Transmission and distribution planning studies
- Interconnection studies for large generators, renewable resources, and energy storage
- Project feasibility, cost allocation, and economic decision-making analyses
- Arc flash studies

Transmission Analysis and Planning

- Power flow, stability, and short circuit model development using GE PSLF, Siemens PTI PSS®E, TARA, Aspen, etc.
- Interconnection analysis and NERC reliability standard support
- Advanced reliability analyses and transmission alternative solution analysis
- Regional reliability analysis and planning support for major RTO/ISO
- Capital plans and conceptual transmission project development

Distribution Analysis and Planning

- Capacity and reliability planning using CYME, PSS/E, Synergi, etc.
- DER interconnection support and system impact studies
- Microgrid analysis and design for net zero initiatives
- Grid modernization and protection coordination studies
- System disturbance and power quality root cause analysis
- Capital plans and reliability analytics



Arc Flash Studies

- Ensure employee safety and compliance with NFPA-70E guidelines
- Site visits, data collection, and system modeling using most software such as Cyme, Synergi, ArcPro ETAP, SKM, or EasyPower
- Short circuit evaluations, protective device coordination, and arc flash hazard studies
- Comprehensive reports, arc flash labels, and electrical hazard training
- Mitigation services including protective device settings adjustments and engineered solutions
- Engineered solutions such as circuit breaker replacements, protective relaying upgrades, and arc-resistant switchgear

Protection and Controls Engineering:

Our dedicated team of industry leaders provides extensive experience in Protection and Controls Engineering, including commissioning, automation, NERC compliance, and standards development. We are experienced with all major relay manufacturers and can assist clients with any Protection and Controls needs.

- Protective relay scheme drawings and modeling
- Protective relay studies and calculation of settings
- Preparation of protection settings for high voltage substation equipment and transmission lines
- Modeling of high voltage transmission systems and equipment
- Relay Setting Inputs
- Commissioning Support

Transmission and Distribution Planning & Protection Project Experience

Cheyenne Light Fuel and Power Transmission Feasibility Study MW Wind Turbine

Client: Black Hills Corporation (BHP)

Scope of Work: The Cheyenne Light Fuel and Power Transmission Feasibility Study CLPT-G26 involves analyzing the system impact on the Cheyenne Light, Fuel and Power (CLFP) electric transmission system for the interconnection of a 319.46 MW wind turbine generator (WTG) facility, referred to as CLPT-G26, with a maximum output of 300 MW. The study focuses on the requested Point of Interconnection (POI) on the Windstar – West Cheyenne 230kV line. Due to prior queued generation, there is no native load available to be served by CLPT-G26, and as a result, the project will be studied as an energy resource (ER) only.

EN's feasibility study includes a detailed analysis of the current planned CLFP transmission system at the COD, incorporating prior queued generation projects. A 2024 heavy summer (HS) and light summer load base case was used to perform the analysis. The scope of work also involves identifying necessary interconnection facilities, transmission provider interconnection facility upgrades, and network upgrades required for the successful integration of the CLPT-G26 project. The study aims to ensure that the interconnection of the wind turbine generator facility is feasible and meets all technical and regulatory requirements.

Hydro Electrical Controls Upgrade/IN

Client: Duke Energy

Scope of Work: EN has been working with Duke Energy on a multi-year project to upgrade the electrical and control systems at the Duke Energy Markland Hydro Electric Generation



Station. This 45-megawatt plant, located on the Ohio River near Florence, Indiana, has been operational for nearly fifty years. The upgrade aims to boost the plant's energy output by 10%. The scope of work includes:

- Designing and drafting protection and controls for the units and switchyard using SEL relays and RTAC systems.
- Upgrading the unit electrical and control systems, including control panel, wiring, schematic, and physical drawings.
- Developing logic, graphics, and operational procedures for the Emerson Ovation control system.
- Conducting DCS I/O point-to-point checkout and commissioning for each hydro unit, covering approximately 1,000 I/O points per unit.

Electric SMS Development

Client: Southern California Edison (SCE)

Scope of Work: EN is working in partnership and collaboration with SCE on the development and implementations (enterprise-wide) of a Safety Management System (SMS) based on the ANSI Z10 2019 (Z10) Standard, over a three-year period ending in 2025.

Big Creek Water Tanks Level Transmitters

Client: Southern California Edison (SCE)

Scope of Work: Big Creek Units 2&8 lost feedback signals for the aux water tanks used to operate the hydro power plants due to the recent fires that went through this area. EN has been tasked to develop a stand-alone system that will not require outside cabling or power. This system will utilize a solar power utilizing stand by batteries to ensure retransmission of the tank level to the plant's control system.

Mt. Support Substation, Substation Expansion (Protection and Commissioning)

Client: Liberty Utilities

Scope of Work: EN's scope of work for the feeder addition, relay replacement, and control/communication upgrade project included performing reviews in Substation, Protection, C&I, and Civil Engineering. They developed relay settings and RTU configuration for the Mt Support substation, managed interfaces with National Grid and the Engineer/Design firm and promoted teamwork and efficient resource utilization to deliver the project on time and within budget. They ensured open communication between team members, Liberty management, and external stakeholders, supported and guided the final engineering/design effort by TRC and the project team, and developed a project execution strategy for construction and commissioning. Additionally, they supported RFPs for Engineering/Design, construction, and equipment POs, prepared plans for risk monitoring and control, supported construction and commissioning activities, and managed project activities in line with Liberty standards, procedures, and guidelines.

Binghamton Coordination Study

Client: Avangrid

Scope of Work: Coordinate the NYSEG Binghamton division relays and fuses to meet or exceed NYSEG, NERC and FERC standards for system normal configuration and N-1 contingencies. The relays to be studied are directional phase distance, directional ground distance, directional and non-directional phase and ground overcurrent relays, transformer fuses and capacitor bank fuses from the transmission system through the substation transformers to the distribution feeder breaker relays. Coordination of distribution breaker



relays with distribution feeder devices is outside of the scope of the study unless a modification to a distribution breaker relay setting is necessary for coordination with an upstream relay; Validate the Binghamton division ASPEN One Liner model to be consistent with the Avangrid NY ASPEN Relay Database and the setting files contained in the NY Relay directory. Document the process, procedure and model validation for the division ASPEN One liner model. Setting corrections for protection and control are to be created and issued to the division field SP&C operations department for immediate implementation. All new settings are to be uploaded to the ASPEN Relay database and the NY Relay common directory in accordance with the Avangrid relay settings procedure. All corrections and/or changes are to be added in the Avangrid NY Aspen One Liner model per the Avangrid NY procedure.

Protection & Controls Owner's Engineer

Client: Avangrid

Scope of Work: EN determined relay and communication equipment replacements for numerous 345 kV substations due to the addition of series capacitors on Fraser-Coopers Corners, Marcy-Coopers Corners and Fraser-Edic 345 kV transmission lines; provided support to ABB for their system studies during their Real Time Digital Simulator (RTDS) testing for the Bulk Power System; developed relay settings for the 345 kV line relays; participated in the testing and commissioning of the new and replacement facilities.

Madison Station Transmission Line Diff Relay Replacement

Client: Duke Energy

Scope of Work: EN was contracted to specify, engineer and replace the switchyard SEL-311LS transmission line differential relays that coordinate between Duke Energy's power generation facility and its transmission system. Construction support, coordination with the transmission utility partner and commissioning and startup of the relays was executed under the scope of service with this project.

East Bend Station Electromechanical Relay Upgrades

Client: Duke Energy

Scope of Work: The plant is replacing the original 1980 GE electromechanical relays with redundant Schweitzer relay as shown below at Duke Energy's East Bend Generating Station located in Uniontown, KY. There are nearly 100 existing relays and devices being removed. EN is responsible for the electrical design and drafting work to prepare construction drawings. This project is ongoing, but nearly complete.

Essential Power 345 kV Relay Setting Review

Client: Cogentrix Energy

Scope of Work: Cogentrix Energy decided to replace the obsolete relays on the 345 kV line from its plant to Eversource's PSNH Newington 345 kV Substation. Essential Newington hired EN to specify the new relays to use and to do the engineering/design work for the matching relays at their terminal. The electromechanical primary line relaying (ABB LCB II) was replaced with a numerical line current differential relay type SEL 311L. The solid-state secondary line relaying (Alstom LFCB) was replaced with a numerical GE-L90 line current differential relay. The relay systems continued to employ dedicated fiber. The existing transfer trip functions in the solid-state relays were duplicated in the new numerical relays. The over current backup relay SEL 351 was removed. The backup functions are provided in the new numerical relays. The new numerical relays provide primary and secondary impedance relay protection for the 361-line, Newington Energy 345kV bus and partial transformer protection for the GSU transformers. This protection overlaps the existing GSU transformer protection.



PRC-019/024/025/026/027 Compliance

Client: San Diego Gas & Electric

Scope of Work: PRC-019 is the coordination of various limiters in the automatic voltage regulator and protective relays functions. The purpose is to verify the limiters operate before the protections. PRC-024 is voltage and frequency ride through. Under- and over-voltage elements, V/Hz elements, and frequency elements are checked to ensure none of the trips are in the “no trip” zone as defined by the standard. PSLF frequency and voltage relay models are provided where required (i.e., CAISO plants). PRC-025 is relay loadability. Overcurrent and distance elements are compared to the standards calculated thresholds to prove they meet the requirements. Kestrel Power Engineering (an EN Engineering wholly owned subsidiary) has provided NERC PRC compliance services to hundreds of plants across the United States and Canada.

PRC-019/024/025 Compliance

Client: Tucson Electric Power

Scope of Work: PRC-019 is the coordination of various limiters in the automatic voltage regulator and protective relays functions. The purpose is to verify the limiters operate before the protections. PRC-024 is voltage and frequency ride through. Under- and over-voltage elements, V/Hz elements, and frequency elements are checked to ensure none of the trips are in the “no trip” zone as defined by the standard. PSLF frequency and voltage relay models are provided where required (i.e., CAISO plants). PRC-025 is relay loadability. Overcurrent and distance elements are compared to the standards calculated thresholds to prove they meet the requirements. Kestrel Power Engineering (an EN Engineering wholly owned subsidiary) has provided NERC PRC compliance services to hundreds of plants across the United States and Canada.

Area Power System Study and Development of 20-Long Range Plan – Brownsville, TX

Client: Magic Valley Electric Cooperative (MVEC)

Scope of Work: EN was selected as the prime firm to conduct a comprehensive planning study for Magic Valley Electric Cooperative (MVEC) in Texas. The project aimed to develop a 20-year long-range plan (LRP) for problem areas within MVEC's service territory, focusing on facilities serving the Brownsville, Texas area. The study included three distribution substations and 15, 15KV-class distribution circuits. EN's team of engineers and technicians successfully completed the planning study in May 2023. The LRP updated and replaced the previous plan, also completed by EN Engineering, and involved close collaboration with MVEC's engineering and operations teams to gather pertinent information and address new challenges.

The planning study began with an onsite kickoff meeting to understand the MVEC system's new challenges and update problem areas since the last LRP and CWP. EN utilized Milsoft WindMil for engineering analysis, identifying low voltage issues in the southern extent of the system. After validating the voltages with power quality meters and installing voltage support, the LRP resumed. EN determined a reasonable 20-year growth rate, considering the deregulated power system and political influences around the border. The proposed growth rate allowed EN to identify various circuit-related challenges and propose mitigating system upgrades, such as reconductors, voltage conversions, new substations, and load balancing.

Power System Study and Development of 20-Year Long Range Plan- Weslaco, Texas Area

Client: Magic Valley Electric Cooperative (MVEC)



Scope of Work: EN was selected as the prime firm to conduct a comprehensive planning study for Magic Valley Electric Cooperative (MVEC) in Texas. The project aimed to develop a 20-year long-range plan (LRP) for problem areas within MVEC's service territory, focusing on facilities serving the Weslaco, Texas area. The study included two distribution substations and eight 15KV-class distribution circuits. EN's team of engineers and technicians successfully completed the planning study in May 2023. The LRP updated and replaced the previous plan, also completed by EN, and involved close collaboration with MVEC's engineering and operations teams to gather pertinent information and address new challenges.

The planning study began with an onsite kickoff meeting to understand the MVEC system's new challenges and update problem areas since the last LRP and CWP. EN Engineering utilized Milsoft WindMil for engineering analysis, identifying low voltage issues in the southern extent of the system. After validating the voltages with power quality meters and installing voltage support, the LRP resumed. EN Engineering determined a reasonable 20-year growth rate, considering the deregulated power system and political influences around the border. The proposed growth rate allowed EN to identify various circuit-related challenges and propose mitigating system upgrades, such as reconductors, voltage conversions, new substations, and load balancing. The goal was to ensure contingency operations by offloading a single power transformer from the Brownsville area. QAQC was a continuous process throughout the project, with regular reviews and updates based on MVEC's comments.

Networking and Automation Services

EN provides a wide range of networking and automation services for electric utilities resulting in tightly integrated control and monitoring functionality, providing utilities the ability to monitor and dynamically adjust their system.

Supervisory and Data Acquisition Control System Programming

In addition to the design aspect of substation automation systems (SAS), EN also provides full systems integration services including collaborative point development, RTU/automation platform configuration and programming, local station HMI development, and control center SCADA development and programming. The platforms/systems listed below by CRCNV are platforms with which EN has experience:

- Survalent SCADA
- SEL Relay and SCADA Aggregation
- Legacy ABB Relaying
- Legacy Schneider Modicon PLC System (984, Momentum, Quantum, m580, etc.)
- Legacy Wonderware SCADA (InTouch, System Platform, Historian)

Networking and Communications

Our team has extensive experience inside and outside the fence when it comes to communications and networking. Inside the fence we design local networks, including high availability networks such as PRP. Those networks often include routers, firewalls, security appliances, and switches. Besides designing, our team also performs configurations on network devices. High precision time systems such as IEEE 1588 (PTP) and substation-relative protocols such as GOOSE, SV, and MMS (all part of IEC61850) are also considered during design.



Outside the fence wide area communications involve planning and analysis to determine the best solutions. Whether it be upgrades or new links, our team is experienced in designing and applying the most relevant solutions for utilities. These can include fiber, microwave, cellular, and licensed/unlicensed radio. One example, specific to electric utilities are SONET rings and the need for expansion and/or upgrades. EN provides these services as well as planning and recommendations for next generation technologies to replace them, if desired.

Networking and Automation Services Project Experience

Sitewide SCADA Systems

Client: Barrick Goldstrike Mine Carlin, NV

Scope of Work: EN developed an initial SCADA/Power Monitoring Control System for the roaster at the site, then performed an upgrade and expansion for the Sitewide SCADA System (SSS) that monitored all eight utility substations, served by NV Energy. This involved multiple types of communication and was integrated with numerous GE Multilin IEDs as well as Modicon PLCs, using Modbus TCP and Modbus RTU as the primary protocols. Communications format included radio and wireless Ethernet.

Controls and Communications Upgrades for Municipal Water Utility SCADA System

Client: Large Metropolitan Denver Suburb Municipal Water Department

Scope of Work: EN assembled a diverse team of individuals specializing in various aspects of the project, with a project manager experienced in each of the domains addressed within the scope of work. Each project task was conducted in a sequential and methodical manner to ensure that all system aspects were thoroughly evaluated, feasible solutions considered, and the eventual results provided the best solution for the client.

Several workshops and onsite meetings were conducted with the client to determine system requirements and any potential constraints and to also ensure that adequate staff input was received prior to beginning any design work. EN's conversion plan minimized disruptions during the SCADA and radio system changeover phases. Mission critical path elements were identified and were executed in conjunction with other items to meet scheduling demands. The new master radios were initially operated in analog mode to provide a burn-in period and were converted to digital mode once the installation was complete. The existing licensed MAS radio system was retained as a fallback in case of an infant equipment failure and was upgraded for higher throughput and better reliability.

Redundancy was incorporated into the SCADA system. The SCADA HMI was developed to present meaningful and consistent graphical representations of the system based on a standardized object/data model basis. Standardization of data arrangements were developed for the HMI objects and corresponding PLC programming to simplify maintenance and provide the ability to create consistent and repeatable data packets. The existing SCADA system was a centralized single source BIF software platform that was an obsolete and proprietary Human Machine Interface (HMI) and control package. The SCADA/HMI communicated with the field stations on a routine or polled basis and provided functionality for graphics displays, alarming, trending, and reporting.

SCADA System and Upgrades

Client: Auburn Electric

Scope of Work: In 1998 we started SCADA system design for Auburn Electric's Substations. This included seven substations that currently have SEL RTACs that communicate with SEL relays and S&C IntelliRupter and Intellinode controls. In 2023 we are replaced the Allen



Bradley SLC-500 systems, which are beyond end of life, with SEL Axion I/O modules for monitoring hundreds of points that are not available in the SEL relays.

SCADA System and Upgrades

Client: City of Marshall Michigan

Scope of Work: The original system, which was installed back in the early 2000's no longer met the needs of the city and was not being supported well. The project involved replacing all the RTUs, modifying and adding wiring to accommodate new devices and I/O, and building a network infrastructure. The SCADA system was developed to meet the specific needs of the city and was developed in a virtualized environment and features redundant architecture along with remote alarm notification.

Microgrid System Implementation

Client: Fort Wayne City Utilities

Scope of Work: This Fort Wayne City Utilities project adds natural gas generation, solar and battery power to their power system that already includes diesel, natural gas/biogas, and purchased power. EN is responsible for the design of the 2-mile 12kV connection to connect two facilities together, relays settings and coordination, and the Fort Wayne portion of a 3-terminal line with AEP. EN also uses Etap for both load flow and Transient analysis of the system.

Microgrid/Load Shed System

Client: Portsmouth Naval Shipyard, Portsmouth, NH

Scope of Work: Ameresco and General Electric were involved in the implementation of a microgrid application including the implementation of a 1MW battery energy storage system (BESS) and extensive high speed, intelligent load shedding. EN operated as an advising engineer on the project and did the systems integration including configuration of IEC61850 (GOOSE) within all the protective relays and system RTU/controller (GE D400) to control load shedding as well as completion of the local SCADA system to monitor the relays, status of electric distribution system, load shedding, and the BESS.

Controls and Communications for Two (2) 10MW Solar Generation Facilities

Client: juwi Solar

Scope of Work: EN performed multiple projects for this solar developer, ranging from 10MW to 100MW in size, involving the transmission/distribution interconnection as well as controls. For these two sister projects, EN designed the fiber optic communication network and developed the onsite controls and monitoring systems. The system, in addition to communicating back to the client's SCADA dispatch center for operations and monitoring, was also responsible for initiating droop control when required for stability as well as system curtailment to meet contractual obligations. Client requirements called for the use of Subnet Solutions' SubSTATION Server in conjunction with ClearSCADA.

Electric Distribution Engineering Services

EN specializes in analyzing, engineering, and designing utility-grade distribution systems, including overhead, underground, and network systems. Our services focus on system expansion, reinforcement, repair, and modernization.

Key Design Scopes:

- Overhead reconductoring and capacity expansions



- 4kV conversions
- Grid modernization designs (reclosers, voltage regulators, automated switchgear)
- Electric vehicle infrastructure design and consulting
- Downtown network design and inspection
- Manhole, vault, and duct bank design
- Underground residential distribution (URD) design
- DOT upgrades
- Pole inspection and replacement
- Transmission underbuilds
- Overhead to underground conversions
- Joint attachment and make-ready coordination
- New service installations
- Utility GIS mapping
- Permitting (city, state, federal, FAA, water, railroad crossings)

Design Process:

- **Field Inspection:** Thorough review of existing infrastructure, potential conflicts, and safety concerns.
- **Scope and System Review:** Coordination and constructability issues are addressed with utility teams.
- **Long-Lead Task Coordination:** Early identification and resolution of critical design elements.
- **Design:** Completion of design and bill of materials using utility standards.
- **Customer Engagement:** Early communication with clients for service work, easement acquisition, and vegetation notifications.
- **Construction Support:** Ongoing support through the construction phase.

Electrification

EN has expertise in distribution engineering and design, adapting to the increasing adoption of Electric Vehicles (EV) and the need for rapid deployment of EV charging infrastructure. We support residential and commercial EV charging stations with services including field assessments, engineering, design, permitting, site investigations, and technical studies.

Electrification Services include:

- Analysis and planning for EVs, heat pumps, DER integration
- Electrification forecasting, modeling, and planning
- Technical studies for feasibility and performance analysis
- Impact studies for system reinforcements

DER Integration and Adoption

EN offers system analysis and planning services for Distributed Energy Resource (DER) integration. Our expertise includes traditional capacity planning, electrification, dispersed resources, and steady-state analysis for grid stability. DER Integration and adoption areas include:

- Utility distribution capacity and reliability planning
- DER interconnection process support
- Distribution capacity and energy forecasting
- Secondary network grid analysis and planning
- Protection coordination studies
- System disturbance and power quality root cause analysis
- Capital plans and electric master plans



Battery Storage

EN supports all aspects of Battery Energy Storage Systems (BESS) development, from inception to commissioning. Our services include project development, specification review, power flow studies, project management, engineering, controls integration, and commissioning oversight.

Safety Management System Development and Support

EN provides Safety Management System (SMS) consultation, including gap analysis, implementation planning, governance development, quality management, audits, policy development, risk assessment, process analysis, and incident investigations.

Grid Resiliency

EN designs and engineers utility-grade distribution systems with a focus on system expansion, reinforcement, repair, and modernization. We support grid resiliency programs through upfront analysis and design services. Key Services include:

- Distribution capacity and energy forecasting
- Secondary network grid analysis and planning
- Grid modernization analysis
- Protection coordination studies
- Capital plans and reliability analytics
- Voltage conversions, replacements, rebuilds
- Substation modernization
- Overhead reconductoring and capacity expansions
- Electric vehicle infrastructure design
- Downtown network design and inspection
- Underground residential distribution design
- Permitting and pole modeling

Microgrid/Utility System Conception and Development

- EN supports microgrid projects from conception to development, ensuring seamless integration with local utilities. Our services for projects such as microgrid controllers, solar farm EPC contracts, rooftop solar, battery energy storage, and natural gas peaking facilities include:
- Project Scope Development and Refinement: Writing equipment specifications
- Conceptual Design Development
- Stakeholder Identification and Strategies
- Comprehensive Economic Evaluations
- Regulatory Process Preparation, Testimony, and Support
- Site Investigations and Evaluations
- Technical and Commercial Contract Development and Negotiation

Fiber and Telecommunications

EN supports the build-out of fiber for utilities, cooperatives, and municipalities through internal teams and recent acquisitions like FiberRise and Spectrum Engineering. Our services include:

- Feasibility Assessments and Grant Support
- Make-Ready Engineering
- Facilities and Pole Audits/Inventory
- Backbone Design (OSP and ISP)
- Permitting Services



- Optical Fiber LAN/WAN Design
- GIS/Utility Mapping
- Program Management and Construction Support
- For FTTH (Fiber-to-the-Home) program build-outs, EN takes a "Follow the Power" approach, integrating fiber projects with grid modernization and resiliency initiatives to maximize efficiency and impact.

Electric Distribution Engineering Project Experience

Puppy Smith Switch Station to Red Brick Switchgear Project

Client: City of Aspen

Scope of Work: EN provided civil and electrical engineering design services to replace and improve the electrical distribution infrastructure for the City of Aspen. The project involved reconfiguring two three-phase feeders and adding a new three-phase distribution circuit with sectionalizing equipment. Our work included all necessary plans, specifications for a bid-ready design package, estimated construction costs, and required permit applications, ensuring compliance with relevant standards. We reviewed existing facilities, designed new long-lead switchgear, conducted detailed surveys and designs, prepared permit submittals, and created a switching plan to minimize customer outages. Along with our survey subcontractor, we determined the optimal route to minimize impacts on design, construction, easement acquisition, permitting, and environmental requirements. We also conducted a thorough SUE survey to quality level B to ensure visibility of all subsurface utilities, preventing unforeseen conflicts during construction and allowing for informed decisions on construction phasing.

Paepcke West to City Market East Electric Cable Replacement

Client: City of Aspen

Scope of Work: For this project EN handled the site surveys, detailed plan drawings including specifications, one-line modifications, permitting support, easement legal description and site plan preparation, detailed cost estimates, and a detailed switching plan for construction to minimize/eliminate outages to replace the existing ~3,600 to 3,700 ft of feeder cable running between switchgear including all primary transformer connections. The actual construction of the circuits was spread across two construction seasons, dividing the replacement footage in half for each phase. The design included details on cable routing in more complex sections of the proposed alignment involving dense alleyways and offset transformer locations. EN worked to execute the entire project in addition to working with the COA to determine the optimum route when obstacles, such as utility conflicts, were found with the proposed route.

Liberty Underground Redesign for Underground and New Feeder Circuits

Client: CalPeco

Scope of Work: EN provided planning and engineering services to redesign the underground electrical distribution system and implement new feeder circuits in South Lake Tahoe, CA. Civil and electrical engineering design services were utilized to replace and improve the existing infrastructure. This involved reconfiguring two three-phase feeders and adding a new three-phase distribution circuit with sectionalizing equipment. The work includes all necessary plans, specifications for a bid-ready design package, estimated construction costs, and required permit applications, ensuring compliance with relevant standards.



Additionally, EN deliverables included reviewing existing facilities, designing new long-lead switchgear, conducting detailed surveys and designs, preparing permit submittals, and creating a switching plan to minimize customer outages. The optimal route was determined to minimize impacts on design, construction, easement acquisition, permitting, and environmental requirements, with an end goal of enhancing the reliability and efficiency of the electrical distribution system in South Lake Tahoe.

4kV to 13kV Center Feeder Conversion Clifton Pk 4829/4834

Client: Baltimore Gas and Electric (BGE)

Scope of Work: The project involves converting two 4kV feeders (4829 and 4834) at Clifton Pk Substation and offloading the feeds onto an existing and future 13kV feeder (existing 7009 and future 7019) in Baltimore, MD, designed for BGE. It is divided into different phases, including OH, Underground, and Conduit Design. The OH portion involved reconductoring an existing 4kV overhead line and converting it to the current 13kV standard, requiring OH wire replacements, pole replacements, and installations. Approximately 11,800 feet of primary wire was installed, and over 100 poles were replaced or installed.

08W OH & UG Distribution Design

Client: Pacific Gas & Electric (PG&E)

Scope of Work: EN successfully completed a comprehensive utility distribution project for Pacific Gas & Electric, focusing on both overhead and underground systems. The team provided design services for utility distribution projects spanning voltage levels from 2.4kV to 12kV, meticulously following client and state standards to ensure compliance. EN Engineering designed efficient distribution lines, incorporating both overhead and underground components, and their scope included equipment installation, cable replacement, pole upgrades, and other assigned tasks. In areas with high fire threat, they re-conducted distribution lines to meet safety standards set by the National Electrical Safety Code (NESC) and GO95, focusing on minimizing wildfire ignition risk while maintaining system reliability. The team performed detailed engineering calculations, including structural analysis of poles, guying, cable pulling, electric demand, transformer sizing, and voltage drop, with protective device coordination integral to their designs. After client approval, they staked out projects in the field, adhering to specifications, and their electric crews pulled powerlines through conduits, made connections, and energized underground lines. EN Engineering provided leadership and guidance throughout the project, communicating regularly with clients to ensure alignment with project goals. Changes to project scope and schedule were managed effectively, and sub-projects were delivered on time, within scope, and within budget.

10MW Solar and BESS System Post-Loan Award Engineering and Consulting

Client: La Plata Electric Association (LPEA)

Scope of Work: EN is currently providing post-award support, coordinating communications and negotiations between RUS officials and LPEA leadership, providing clarification on regulatory requirements, and representing LPEA in compliance proceedings. Additionally, EN is conducting an Environmental Assessment (EA) in accordance with RUS regulations, coordinating with state and federal agencies, and drafting an Environmental Assessment report to seek a Finding of No Significant Impact (FONSI). EN is also developing a comprehensive procurement strategy for materials, equipment, and construction services, identifying and ranking potential vendors and contractors, and ensuring compliance with RUS procurement procedures. In the next phase of the project, EN is planning to offer post-award contract administration and compliance support to assist LPEA throughout the life of the PACE project, from pre-construction planning, continuing through construction and



commissioning, project completion, performance demonstration testing, and post-close out audit. EN will also provide environmental compliance and permitting approvals, distribution engineering and design, and Solar Array and Battery Energy Storage System (BESS) engineering and design.

Additional EN Information

Examples of Final Product Deliverables

See the appendix for attached samples of EN final deliverables.

Mandatory Minimum Requirements Acknowledgement

EN hereby confirms compliance with all mandatory minimum requirements listed in Section 7.0 of the Solicitation: 69CRC-S3216 for High Voltage System Engineering Services.

Pending Disputes/Litigation Disclosure

EN is a large organization operating throughout the United States. Like any organization of this type in today's litigious society, EN is from time to time subject to legal actions and is currently defending a few matters. EN maintains adequate insurance coverage for most of its outstanding claims. Any claims not covered by insurance will not, alone or in the aggregate, result in any material adverse effect to the business or financial condition of EN.

Business References

EN requested that the following vendors complete the Reference Questionnaire and return it directly to CRCNV:

- Tri-State Generation and Transmission
- Valley Electric Association, Inc.
- American Electric Power

Additional client references:

Xcel Energy (PSCO)

Contact: Matt Twardy

Email: Matt.E.Twardy@xcelenergy.com

Description: NERC TPL-001-5.1 Compliance study for 2024, Affected system studies

New York Transco

Contact: Paul Hearing, VP – Capital Investment

Email/Phone: paul.haering@nytransco.com, (845) 705-4322

Description: Annual NERC TPL-001 Compliance study since 2019, Transmission Planning Support, FAC-008 Ratings Methodology, MOD-032 model updates, Generator Queue



support, Steady-State and stability contingencies development, various data coordination with NYISO

Vendor Financial Information

EN's requested financial information is as follows:

Dun and Bradstreet Number: 02-958-3320

Federal Tax Identification Number: 36-4485185

EN will consider providing its confidential audited financial statements for the past two years upon execution of a non-disclosure agreement and during the contract negotiation phase, at EN's discretion.

EN Engineering, LLC dba ENTRUST Solutions Group is a fast-growing and financially strong organization with over 30 years in business. The company expects to top \$500 million in revenue in 2024. Since 2019, EN has been owned by Kohlberg & Company, a private equity firm, with the first private equity investment occurring in 2009. Despite the high leverage typical of private equity investments, EN's leverage stood at 4.78x at the end of November 2023, down from 5.34x at the end of 2022. This leverage is considered low compared to other private equity environments.

EN's Free Cash Flow (FCF) continues to support both internal and acquisitive growth, with a 5-year Compound Annual Growth Rate (CAGR) of 21% and six acquisitions in the last three years. The company has consistently received additional capital from lenders when needed for significant acquisitions, demonstrating strong financial support and confidence from its lenders.

EN assures that it has the financial wherewithal to service accounts and support expected future growth, with sufficient cash flow to service debt even in a rising rate environment. The company is committed to providing comfort and assurances that there is no financial risk in servicing client accounts.

Contract Form

EN has included its proposed redlines to the Contract Form in the Appendix.

Insurance Schedule

EN has included its proposed redlines to the Contract Form in the Appendix.

EN Project Team

EN employs over 3,000 staff with a broad and deep set of capabilities across various disciplines of the energy engineering industry. We are confident in our ability to deliver exceptional results for the CRCNV through the team of Key Personnel assembled with the



technical capabilities and readiness to support the work described in Attachment A-Scope of Work.

Please see the resumes attached in the Appendix for proposed key personnel.

Pricing

The rate schedule proposed by EN is based on market insights, labor costs, and trends, as well as our extensive experience and pricing for similar clients in comparable geographic areas. This ensures our rates are competitive and reflective of current economic conditions.

The rates proposed in Attachment E- Cost Schedule shall be subject to an annual adjustment based on the Bureau of Labor Statistics' Employment Cost Index (ECI) and Consumer Price Index (CPI).



ATTACHMENT D

COST SCHEDULE
Engineering ServicesVendor Name: EN Engineering, LLC

Direct Labor - Job Titles	Hourly Rate
Principal Consultant	\$230.00
Sr. Project Manager	\$214.00
Sr. Technical Lead	\$209.00
Project Manager	\$194.00
Technical Lead	\$194.00
Senior Consultant	\$173.00
Consultant	\$153.00
Sr. Design Engineer	\$138.00
Sr. Designer	\$128.00
Design Engineer	\$120.00
Designer	\$117.00
Sr. Drafter	\$97.00
Drafter	\$87.00

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Approve Contract No. ES-25-ICPE between Intermountain Consumer Professional Engineers, Inc., and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3216 for High Voltage System Engineering services for a term ending June 30, 2029, not to exceed \$1,200,000.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: Contract not to exceed \$1,200,000.

STAFF COMMENTS AND BACKGROUND:

A. Power Delivery Group's Six Year Project Plan

The Colorado River Commission of Nevada's (Commission) Power Delivery Group (PDG) operates an electrical system that 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.

The PDG started building an electrical system to provide service to SNWA in the late 1990s and the system has continued to grow over the past twenty-five plus years. Further, the system includes 27 high voltage substations, with three more expected to be completed in the next two years. The system also comprises various underground and overhead transmission lines, including 32 miles of existing transmission lines, with an additional ten miles planned for completion by the end of 2025.

To manage capital and maintenance projects, the PDG has developed a Project Plan covering the years 2022 through 2031, outlining key initiatives.

B. Background of Bid/Procurement

The Commission's Staff includes an in-house electrical engineer to provide engineering support for the system, so Staff can perform many routine engineering support functions. However, the Commission occasionally requires further engineering support for its operation and maintenance functions and to assist with the preparation of designs of ongoing and future projects for the agencies it serves. The PDG is looking to expand its list of available high voltage engineering services to increase competition and open opportunities for additional firms that provide quality specialized services and provide the extra support the Commission needs.

On March 7, 2025, a multiple award bid solicitation no. 69CRC-S3216 was posted in NVE-Pro. Bid solicitations were sent to 24 vendors registered with NVE-Pro. The deadline for bid proposals closed at 2:00 p.m. on April 10, 2025. Six quotes were received through NVE-Pro. The evaluation team reviewed the bids and selected three firms, including Intermountain Consumer Professional Engineers, LLC.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF JUNE 10, 2025**

C. Proposed Contract

The proposed contract with Intermountain Consumer Professional Engineers, Inc. provides for engineering, drafting, and analysis services as needed. These services may be used to assist with the operation and maintenance of high-voltage transmission and distribution systems, or with the upgrade, repair, or extension of such systems. The term of the contract would end on June 30, 2029, with a total not-to-exceed amount of \$1,200,000. The proposed contract is an enabling contract, allowing for the work to be requested and performed under specific purchase orders that outline the defined scope of work and corresponding negotiated cost.

D. Staff's Recommendation

Staff recommend the Commission approve Contract No. ES-25-ICPE and authorize the Executive Director to sign the contract.

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
Address:	100 N City Pkwy, Ste 1100
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Shae Pelkowski
Phone:	702-376-9997
Email:	spelkowski@crc.nv.gov

and

Contractor Name:	Intermountain Consumer Professional Engineers, Inc.
Address:	1145 E. South Union Ave.
City, State, Zip Code:	Midvale, Utah 84047
Contact:	Scott Moffitt
Phone:	801-255-1111
Email:	Scott.moffitt@icpeinc.com

WHEREAS, NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners, if the contracting process is controlled by the rules of competitive bidding;

WHEREAS, the Colorado River Commission of Nevada, pursuant to NRS 538.161, represents and acts for the State of Nevada in negotiation and execution of contracts for the use, planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State; 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. 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.

2. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 9, Contract Termination*.

Effective from:	June 30, 2025	To:	June 30, 2029
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3. **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 electronic mail to the address(es) stated above.
4. **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:	SCOPE OF WORK
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	STATE SOLICITATION # 69CRC-S3216
ATTACHMENT D:	VENDOR PROPOSAL

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.

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

\$ Agreed	per	Purchase Order
Total Contract Not to Exceed:	\$1,200,000	

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.

6. **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.
7. **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.

8. 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 the 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.

9. 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 3, 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 9D. 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 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 3, 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 9C, 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 20, State Ownership of Proprietary Information*.
10. **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.
11. **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, consequential, special, or indirect 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. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. The above limitation of liability for Contractor's breach shall not apply to Contractor's tort liability which shall not exceed fifteen million dollars (\$15,000,000). The above limitation of liability for Contractor's breach shall not apply to Contractor's gross negligence, fraud, willful misconduct, breach of confidentiality provisions or third-party tort liability.
12. **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.

13. **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, to the extent caused by 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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
14. **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.
15. **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 B*, 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 B*, 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 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 15A, 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 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 15B, 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.

16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.)
24. **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.


25. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with customarily accepted standards in the Contractor's profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments. If Contractor fails to meet the foregoing standard of care, Contractor will re-perform at its own cost, and without reimbursement from the State, the services necessary to correct negligent errors and omissions which are reported to Contractor within one (1) year from the completion of the project the services are performed for and the project is operational, but in no event longer than five (5) years after completion of the services. The State shall promptly notify Contractor upon discovery of such defects in the services. This obligation to re-perform the services is Contractor's sole obligation and the State's sole and exclusive remedy with respect to defects in the quality of the services. No implied warranty or merchantability or fitness for a particular purpose shall apply.
26. **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 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.
27. **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.
28. **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.
29. **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 state District Court, Clark County, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
30. **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. This Contract, and any amendments, may be executed in counterparts.

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Intermountain Consumer Professional Engineers, Inc.

 5/30/25 President
Steve Nash Date Title

Approved as to form by:

Michelle Briggs, Special Counsel Date

Attachment A

Scope of Work

**ATTACHMENT A
SCOPE OF WORK**

COLORADO RIVER COMMISSION OF NEVADA

High Voltage System Engineering Services

SCOPE OF WORK

MARCH 2025

REVISION 0



ATTACHMENT A

Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	03/06/2025

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Objective

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) is looking for qualified substation and transmission line engineering services contractors for requesting engineering support services from the Contractor on an as requested basis.

2. Scope of Work

- a. NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding.
- b. The Colorado River Commission of Nevada, pursuant to NRS 538.161, negotiates and contracts for the planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State.
- c. This scope of work covers the ability to use a contractor for the purpose of maintaining the Colorado River Commission of Nevada's high voltage transmission and substation public works assets.
- d. The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system.
- e. Contractor should be willing and capable of providing at a minimum the following services:
 - i. General
 - 1. Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects;

ATTACHMENT A

2. Large scale multi discipline work to assist in Capital project development and execution for new facilities to the system.
 3. Preparation of cost estimates for incorporation in CRCNV budgeting processes for future execution of work.
 4. Drawing support to assist with field marks, new drawing creation, moving to new drawing management systems, etc.
- ii. Substation
1. Operations and maintenance related projects such as breaker replacements, relay replacements, SCADA I/O upgrades and replacements, etc.
 2. Preparation of spill prevention and counter control plans for substation oil containing equipment;
- iii. Transmission
1. Operations and maintenance related projects such as OPGW fiber replacement, re-conductoring, structure analysis and replacement, etc.
 2. Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines.
 3. Preparation of transmission structure re-location designs;
- iv. Distribution
1. Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party distribution lines.
 2. New or updated distribution drop designs, structure analysis and recommendations, etc.
 3. Preparation of distribution structure re-location designs;
- v. Networking and Automation
1. Supervisory and data acquisition control system programming
 - a. Survalent SCADA System
 - b. SEL Relay and SCADA Aggregation System
 - c. Legacy ABB Relaying
 - d. Legacy Schneider Modicon PLC System

ATTACHMENT A

- e. Legacy Wonderware SCADA System
- 2. Communication system planning and analysis, including preparation of microwave signal interference studies.
- 3. Networking upgrade designs, switch replacements and upgrades, SONET ring upgrade designs, etc.
- vi. System Coordination and Protection
 - 1. Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system;
 - 2. Analysis of fault data and relay target data to identify the causes of various relay operations;
 - 3. Preparation of relay settings for various relay types, line, transformer, feeder, etc.
- vii. Studies and Strategic Planning
 - 1. Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

3. Required Deliverables

- a. Determined during project planning phase and to be included in contractor proposal, examples below:
 - i. Plan Drawings
 - ii. Plan and Profile Drawings
 - iii. Schematics
 - iv. Wiring Diagrams
 - v. Detail Drawings
 - vi. Cable Schedules
 - vii. Bill of Materials
 - viii. Surveying Documents
 - ix. Reports
 - x. Relay Settings and networking configuration files in applicable file format

4. Work by Owner

ATTACHMENT A

- a. The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.
- b. The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Thursday during periods which work has been scheduled.
- c. The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Purchase Order.
- d. The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

Attachment B
Insurance Schedule

ATTACHMENT B INSURANCE SCHEDULE

Consultant and sub-consultants 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 Consultant, his agents, representatives, employees or sub-consultants.

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 Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified above.

2. Automobile Liability.

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

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

ATTACHMENT B

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

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

3. Worker's Compensation and Employers' Liability Workers' Compensation Statutory

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

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant 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. Policy shall contain a waiver of subrogation against the State of Nevada.

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 shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

ATTACHMENT B

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

C. NOTICE OF CANCELLATION: Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (State of Nevada Representative's Name & Address). 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 Consultant from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Consultant 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 (Gina Goodman at 100 N. City Pkwy, Ste 1100, Las Vegas, NV 89106). 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. SUBCONSULTANTS: All required sub-consultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT C

STATE SOLICITATION # 69CRC-S3216

ATTACHMENT C
STATE SOLICITATION NO. 69CRC-S3216



STATE OF NEVADA
Colorado River Commission of Nevada
100 N. City Parkway, Suite 1100 | Las Vegas, NV 89106 Phone: 775-684-0170 | Fax: 775-684-0188

Solicitation: **69CRC-S3216**
For
High Voltage System Engineering Services

Release Date: **03/07/2025**
Deadline for Submission and Opening Date and Time: **4/10/2025 @ 2:00 pm**

Single point of contact for the solicitation:
David Rodriguez, Power Systems Engineering Manager
Phone, 702-373-9403
Email Address, drodriguez@crc.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada, Colorado River Commission of Nevada is seeking proposals from qualified vendors to provide High Voltage System Engineering Services as described in the scope of work and attachments.
- 2.2. The State intends to award multiple contracts in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The Colorado River Commission of Nevada shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada (CRCNV) owns and operates high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substation, 32 miles of 230-kV transmission lines, 5 miles 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of ten additional substations owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The goal of this solicitation can be seen in Attachment A – Scope of Work.

3. SCOPE OF WORK

- 3.1. See Attachments 4.1.1.

4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 4.1.1. Attachment A - Scope of Work
- 4.1.2. Attachment B - Terms and Conditions for Services

- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

- 4.2.1. Attachment C – Standard Form Contract
- 4.2.2. Attachment D - Insurance Schedule

- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

- 4.3.1. Attachment E - Cost Schedule
- 4.3.2. Attachment F - Proposed Staff Resume
- 4.3.3. Attachment G - Reference Questionnaire
- 4.3.4. Attachment H - Vendor Information Response – **Must Be Signed**
 - A. Vendor Contact Information
 - B. Vendor Information
 - C. Payment Authorization for use of Procurement Card
 - D. Name of Individual Authorized to Bind the Organization
 - E. Vendor Certifications
 - F. Confidentiality and Certification of Indemnification
 - G. Certification Regarding Lobbying

5. TIMELINE

5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

5.2. TIMELINE. The following represents the proposed timeline for this project.

5.2.1. All times stated are Pacific Time (PT).

5.2.2. These dates represent a tentative schedule of events.

5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 5:00 pm on 03/27/2025
B. Answers Posted.....	On or about 04/03/2025
C. Deadline for References.....	No later than 5:00 pm on 04/09/2025
D. Deadline Proposal Submission and Opening	No later than 2:00 pm on 4/10/2025
E. Evaluation Period (estimated).....	04/10/2025 - 04/24/2025
F. Selection of a Vendor (estimated).....	On or about 04/24/2025
G. Contract start date (estimated)	05/15/2025

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

6.1.1. Proposals shall be kept confidential until a contract is awarded.

6.1.2. In the event that the solicitation is withdrawn prior to award, proposals remain confidential.

6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

6.1.4. Financial stability shall be scored on a pass/fail basis.

6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Addressed all Scope of Work items	50
B. Provided examples of Contractor's industry experience on all Scope of Work items	35
C. Provided example of final product/deliverables	5
D. Cost Factor.....	8
E. No redlines of State contract.....	2

6.1.6. Cost proposals will be evaluated based on the following formula.

A. $\text{Cost Factor Weight} \times (\text{Lowest Cost Submitted by a Vendor} / \text{Proposer Total Cost}) = \text{Cost Score}$

6.1.7. Presentations

A. Following evaluation and scoring specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

B. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in relative scores from technical and cost scores.

C. Following presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.

D. The State reserves the right to add additional criteria or presentations.

E. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

6.2. NEVADA-BASED BUSINESS PREFERENCE

6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

6.2.2. Nevada-based business is defined in NRS 333.3352(1).

6.2.3. The term 'principal place of business' has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business's corporate headquarters.

- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.
- 6.3. **INVERSE PREFERENCE**
 - 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
 - 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
 - 6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
 - 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposals shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. **NO BOYCOTT OF ISRAEL.** Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. **INDEMNIFICATION.** Required contract terms on Indemnification: "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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. **LIMITED LIABILITY.** Required contract terms on 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."
- 7.6. **CONTRACT RESPONSIBILITY.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. **DATA ENCRYPTION.** State IT requires that data be encrypted in transit and in rest.
- 7.8. **STATESIDE DATA.** State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. **NEVADA BUSINESS LICENSE.** Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. **DISCLOSURE.** Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

8.3. INSURANCE SCHEDULE

8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

8.4. VENDOR BACKGROUND

8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.

8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

8.5. VENDOR STAFF RESUMES

8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.

8.5.2. A resume shall also be included for any proposed key subcontractor personnel.

8.6. SUBCONTRACTORS

8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.

8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

A. How the work of any subcontractor(s) shall be supervised

B. How channels of communication shall be maintained

C. How compliance with contracts terms and conditions will be assured

D. Previous experience with subcontractor(s)

8.7. VENDOR FINANCIAL INFORMATION

8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

8.7.3. Proposing vendor shall provide the following financial information and documentation:

A. Dun and Bradstreet Number

B. Federal Tax Identification Number

C. The last two (2) full years and current year interim:

ATTACHMENT C

1. Profit and Loss Statements
2. Balance Statements

8.8. BUSINESS REFERENCES

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. The State will not disclose submitted references but will confirm if a reference has been received.
- 8.8.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included but are discouraged and should be kept to a minimum.

9.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

9.4. COST PROPOSAL

- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

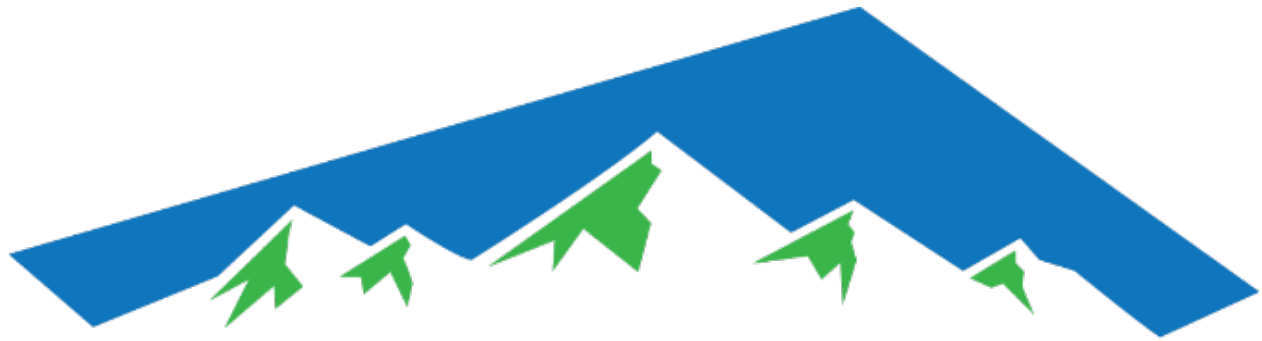
9.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

- 9.7. OTHER ATTACHMENTS. If necessary, not recommended.

- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

ATTACHMENT D
VENDOR PROPOSAL



ICPE

CONSULTING ENGINEERS

STATEMENT OF QUALIFICATIONS FOR:

ELECTRICAL ENGINEERING SERVICES

PRESENTED TO:



STATE OF NEVADA
Colorado River Commission of Nevada

1145 E. SOUTH UNION AVENUE
MIDVALE, UTAH 84047
(801) 255-1111

WWW.ICPEINC.COM

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PART 1 - ICPE OVERVIEW

1.1 GENERAL

Intermountain Consumer Professional Engineers, Inc. (ICPE) is a multi-discipline engineering firm, located in Midvale, Utah. ICPE offers consulting, design, and construction management services in all disciplines, including electrical, mechanical, process, instrumentation and control, civil, and structural. The full-service markets ICPE serves are:

ICPE Markets Served

Power Delivery	Power Generation	Alternative and Renewable Energy
Mining and Minerals	Oil and Gas	Industrial Facilities

ICPE's keys for delivering successful projects include experience, innovative thinking, a team approach, and a passion for delivering creative solutions with a safety-first culture. ICPE can provide a team of experts that individually and collectively bring all these qualities to each Project along with a wealth of experience from multiple design situations.

The ICPE team can assume total responsibility for projects of varying size and scope, handling virtually all aspects of each project. ICPE capabilities range from pre-feasibility studies through detailed engineering, procurement, and construction management.



ICPE's clients are its most valuable asset. The primary focus of ICPE is to provide exactly what our clients want. ICPE strives to build a partnership relationship with each of its clients based upon trust. This effort involves teamwork, working closely with clients to meet their engineering needs and providing a quality product on time and within budget. As trust grows, repeat business follows and long-term relationships develop. ICPE's goal is to make its clients succeed.

ICPE strives to be flexible when accommodating its client's needs. ICPE endeavors to be reliable by finding the best solution for each design requirement it faces. ICPE seeks to provide the knowledge to satisfy each of its clients' requirements with resourcefulness, perseverance, and a conscientious approach to completing each project.

Over the last 35+ years, ICPE has engineered and designed solutions covering a wide range of engineering disciplines with a spirit of innovation, a dedication to quality and a skill for management.

ICPE makes full use of current technology to serve its clients. Computer Aided Drafting (CAD) systems are used to produce 3D models, renderings, and design and construction drawings for various projects. Each engineer has access to multiple modeling / engineering programs to assist in the progression of the various designs.

ICPE is well equipped for the challenges of large and small projects as well as the retrofit of existing processes.



PART 2 - ICPE COMMITMENT

2.1 SAFETY

While its clients are its most valuable asset, ICPE employees are its most valuable resource. Safety protects both. More than just a commitment; safety is ICPE's culture. ICPE is committed to providing a safe and healthy work environment for its clients, employees, and subcontractors. Safety and the promotion of safety are expected from every employee at ICPE.

To further ensure ICPE's performance of providing a safe work environment, the following Safety Management tools are utilized:

- High safety standards are set and maintained for ICPE employees and subcontractors.
- All employees and representatives of ICPE are held accountable for safety on and off the job site.
- Safety is a line management responsibility and ICPE supervisors and managers are held accountable for the safe performance of the work within their areas of responsibility.
- Each ICPE employee has the authority and responsibility to discontinue work should an unsafe condition exist and to seek corrective action.
- ICPE maintains ongoing health, safety, and environmental (HSE) training and requires annual employee sign-off on procedures.
- ICPE employees participate in an annual personal behavior and safety review program.
- ICPE's safety-first culture promotes training for employees including:
 - OSHA and MSHA training requirements
 - Client site-specific safety training requirements
 - Client supplied HSE training requirements
 - Daily on-site safety and work management meetings
 - Adherence to project specific HSE Work Plans



ICPE employees and its subcontractors are required to comply with applicable federal, state, and local laws, regulations, corporate standards, and ICPE policies, rules and requirements. Management expectations are confirmed through frequent professional formal inspection and management "walk downs" of all project work locations ensuring that at all levels work, actions, and deeds are being performed at the highest level of professionalism and ethics in accordance with an ICPE published site HSE plan.

ICPE ensures safety and environmental performance is considered, reviewed and documented in design services offered during the completion of all projects. This ergonomic or human factor design requirement constitutes the requirements of Safety in Design (SID). SID provides for a uniform approach to safety in the industrial workplace supported by and in compliance with applicable regulatory requirements at the federal, state and local levels, as well as corporate guidelines. SID is based on industry codes and client standards relating to safe facility design. SID relates to typical operations and maintenance functions, as well as emergency egress requirements. ICPE holds paramount the health, safety and welfare of its

client's personnel and the surrounding public interests. ICPE is accountable for our its own professional practice as it serves its clients. The monitoring of SID performance requirements and considerations is combined with documentation and review. This approach ensures that all team members concurrently have reviewed and agreed upon the final design work.

2.2 QUALITY

ICPE is committed to continuous company improvement and has adopted a Total Quality Management approach for efficiency and to minimize rework and errors at all levels throughout each project. A quality assurance program is established for each project which includes all engineering disciplines, equipment and material suppliers, and construction management. Systematic checking and control procedures for project drawings and documents are used. The ICPE quality assurance program includes compliance with technical, federal, state, and local design, environmental and safety codes.

Each ICPE project team is headed by a Project Manager who has been selected based on related experience, know-how and proven managerial skills. Each project is executed by a dedicated and integrated project team of qualified engineers, designers and specialists as required, receiving support from technical discipline heads and project services groups such as procurement and project controls. An ICPE Principal is engaged in each project.



Carefully defined target objectives, a defined work plan, and forecasts of cost and time are part of the planning for every stage of a project, from preliminary and conceptual studies to the project start-up. Typically, a work breakdown structure is established to define all activities and work packages. Schedules for every phase are prepared, coordinated, and controlled. This approach has proven highly effective in ensuring that corrective actions, when necessary, are implemented without delay.

The Total Quality Management approach, with ICPE's well-defined quality assurance program for project management, engineering, construction management, equipment and materials supply, is ICPE's commitment to each project and client. ICPE projects are subsequently completed within the parameters of time, cost and quality agreed upon and expected by the client.



PART 3 - SERVICES OVERVIEW

3.1 PROJECT DELIVERY

ICPE's project delivery process is integral to how it does business. This process integrates planning, design, and construction into a structured, measurable, disciplined approach to develop and deliver projects. For you, this process:

- Reduces project risk
- Delivers predictable results
- Maximizes the effectiveness of capital funding

The process provides you with a basis for accurately defining facility requirements to successfully complete Projects on time and budget.

With a variety of project delivery methods available, it is important to understand your options and choose the appropriate delivery method. ICPE can help you consider your options and choose the project delivery method that will effectively meet your goals.

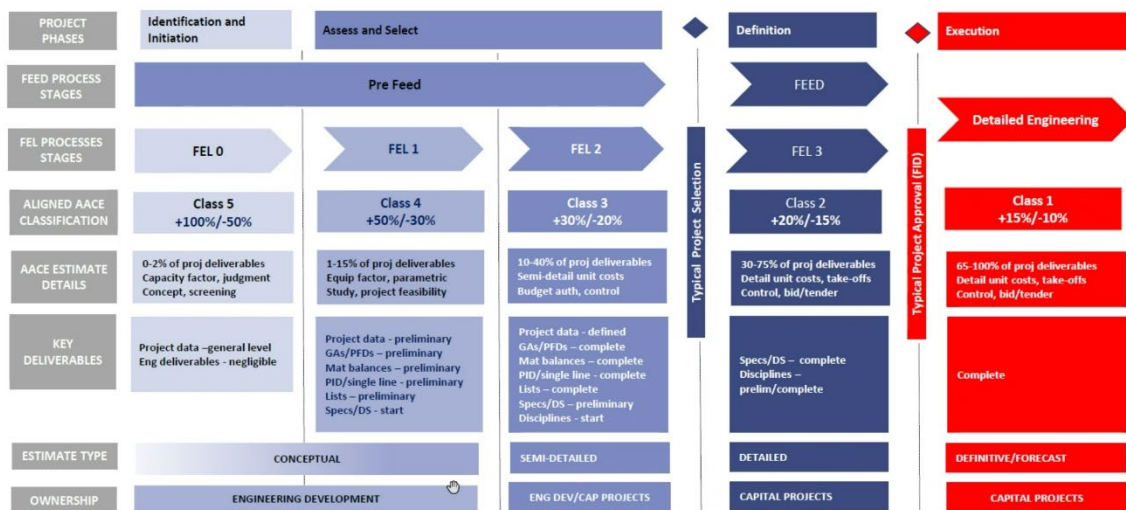
The following are examples of our Project Delivery Processes:

- Project Initiation:
 - Define the project scope, objectives, and requirements in consultation with the client.
 - Assess the feasibility of the project including technical, financial, and environmental aspects.
 - Site selection assistance
 - Allocate resources, establish timelines, and create a project plan.
- Design Phase:
 - Conduct preliminary studies, research, and analysis to understand the project requirements thoroughly.
 - Develop conceptual designs and present them to the client for feedback and approval.
 - Refine the designs based on client feedback, incorporating any necessary revisions.
 - Create detailed engineering drawings, specifications, and plans for construction.
- Procurement:
 - Identify and source materials, equipment, and services required for the project.
 - Solicit bids from suppliers and subcontractors, evaluate proposals, and select vendors based on cost, quality, and reliability.
 - Negotiate contracts and finalize agreements with selected vendors.
 - Provide completed procurement services including bidding, evaluating, contracting, purchasing, expediting, tracking and delivery through ICPE Solutions.
- Construction Phase:
 - Mobilize resources and manpower to the project site.
 - Supervise construction activities to ensure compliance with design specifications, safety standards, and regulatory requirements.
 - Monitor progress, resolve any issues or conflicts that arise, and implement changes as needed.
 - Conduct regular inspections and quality assurance checks to maintain project quality.
- Testing and Commissioning:



- Conduct tests and trials to verify the functionality and performance of the completed project.
- Identify and rectify any defects or deficiencies discovered during testing.
- Handover and Closeout:
 - Prepare documentation including contractor redline drawings, operation manuals, and warranties.
 - Conduct formal handover of the project to the client, including training on how to operate and maintain the facility.
 - Finalize financial aspects of the project including invoicing, payments, and any outstanding contractual obligations.
 - Conduct a project review to evaluate performance against initial objectives, identify lessons learned, and gather feedback for future improvement.

Engineering Stages, Estimate Class and Key Deliverables Alignment



Throughout the entire process, effective communication with the client, stakeholders, and project team members is crucial to ensure alignment of expectations, timely decision-making, and successful project delivery. Additionally, adherence to project management best practices, risk management strategies, and continuous monitoring and evaluation help to mitigate risks and optimize project outcomes.

3.2 PROJECT MANAGEMENT

ICPE offers a range of Project Management services aimed at planning, coordinating, and executing engineering projects efficiently and effectively. These Services are supported by an experienced team of PMP certified project managers. Here are some typical services offered by our Project Management department:

- Project Planning and Scheduling:
 - Developing project plans, defining project scope, objectives, and deliverables, and creating schedules with timelines, milestones, and dependencies to ensure project completion within budget and on time.
- Budgeting and Cost Estimation:



- Estimating project costs, preparing budgets, and managing project finances throughout the project lifecycle, including tracking expenses, monitoring cost variances, and managing change orders.
- Resource Allocation and Management:
 - Identifying project resource requirements, allocating personnel, equipment, and materials, and optimizing resource utilization to meet project goals and deadlines.
- Risk Management and Mitigation:
 - Identifying potential risks and uncertainties that may impact project outcomes, developing risk management plans, and implementing strategies to mitigate risks and minimize their impact on project success.
- Quality Assurance and Control:
 - Establishing quality standards, implementing quality assurance processes, conducting inspections, and ensuring compliance with quality requirements and industry standards throughout the project.
- Communication and Stakeholder Management:
 - Facilitating communication among project team members, stakeholders, and clients, providing regular updates on project progress, and managing stakeholder expectations to ensure alignment with project objectives.
- Contract Management and Procurement:
 - Managing contracts, procurement activities, and vendor relationships, including bidding processes, vendor selection, contract negotiation, and administration to procure goods and services needed for the project.
- Change Management:
 - Assessing and managing changes to project scope, requirements, or objectives, evaluating their impact on project schedule, budget, and resources, and implementing change control processes to minimize disruptions.
- Project Monitoring and Reporting:
 - Monitoring project performance against key performance indicators (KPIs), tracking progress, identifying deviations from the plan, and generating regular progress reports for stakeholders and project sponsors.
- Issue Resolution and Problem-solving:
 - Identifying project issues, obstacles, and conflicts, facilitating resolution through collaboration and problem-solving techniques, and implementing corrective actions to keep the project on track.
- Document Management and Record Keeping:
 - Establishing document control procedures, maintaining project documentation, records, and archives, and ensuring compliance with document management standards and regulatory requirements.
- Safety Management and Compliance:



- Implementing safety policies, procedures, and protocols to ensure a safe working environment for project personnel, contractors, and stakeholders, and ensuring compliance with health and safety regulations.
- Project Closeout and Evaluation:
 - Conducting project closeout activities, including final inspections, documentation reviews, and lessons learned sessions, and performing project evaluations to assess performance, identify successes, and areas for improvement.
- Training and Development:
 - Providing training and development opportunities for project team members to enhance their skills, knowledge, and competencies in project management methodologies, tools, and techniques.

These services are essential for the successful delivery of engineering projects across various industries, including construction, infrastructure development, manufacturing, energy, and technology.

3.3 ELECTRICAL ENGINEERING

ICPE's electrical staff consists of engineers and designers capable of undertaking and successfully completing large and small projects, both new and retrofit/expansions. ICPE provides a diverse range of services related to electrical systems, power generation, transmission, distribution, and utilization. Here are some typical services offered by ICPE's Electrical department:

- Electrical Design and Engineering:
 - Designing electrical systems for buildings, industrial facilities, infrastructure projects, and power plants. This includes power distribution, lighting, grounding, and wiring systems.
- Conceptual Design Studies
 - Design Criteria Studies – prepare design criteria for use in economic studies based on mechanical loading criteria, safety codes and meteorological and environmental conditions
 - Electrical System Studies – prepare electrical studies to determine short and long-term loading requirements and necessary/optimum conductor ampacities
 - Economic Conductor or Cable Studies – evaluate alternate conductor or cable types, sizes and phase bundle configurations for electrical and mechanical loads
 - Electrical Environmental Effects – evaluate electric and magnetic fields and audible and radio noise effects
 - Structures – evaluate alternate structure types for cost and constructability
 - Foundations – evaluate alternate foundation types for structures based on access, constructability cost, and soils data
 - Shield Wire Coordination – evaluate alternate shield wires to select optimum size and type, including the use of grounded, insulated, or optical ground wires



- All Dielectric Self-Supporting Fiber Optic Cable Coordination
- Insulation and Hardware – provide recommendations for support systems, configuration, strengths, and maintenance for normal and emergency conditions
- Grounding – evaluate alternate grounding systems with soil resistivity data
- Final Design Summary – summarize design criteria and conceptual design studies
- Underground Transmission – study feasibility and cost of special cable applications
- Power Systems Analysis and Studies:
 - Performing load flow studies, short-circuit analysis, arc flash, and protection coordination studies to ensure the reliable, safe, and efficient operation of electrical power systems.
- Renewable Energy Systems Design:
 - Designing and integrating renewable energy systems such as solar photovoltaic (PV), wind turbines, geothermal, and energy storage systems into existing electrical infrastructure.
- High-Voltage Insulated Cable Systems Design
 - Cable system selection (HPFF, LPFF, HPGF, LPGF, XLPE, EPR)
 - Specifications for and coordination of surveying, geotechnical services, and thermal resistivity testing
 - Engineering calculations, including; economic analysis and application, conductor ampacity, induced shield currents and voltages, cable pulling tension, electrical and magnetic fields
 - Procurement specifications and bid evaluation
 - Plan and profile
 - Manhole layout and design
 - Design of termination facilities and structures
 - Specifications for installation and testing
- Line Construction Services
 - Prepare construction drawings
 - Prepare stringing sag-tension data and conductor offset clipping data
 - Prepare construction specifications and bid packages
 - Conduct pre-bid meetings to review specifications and drawings
 - Prepare project cost estimates
 - Develop cash flows and schedules
 - Evaluate construction bids
 - Provide engineering liaison with construction management
- Distribution Line Services
 - Overhead Distribution
 - Conductor selection
 - Structure design and detailing
 - System layout and structure spotting
 - Structure application
 - Conductor sag charts
 - Bills of material



- Construction drawings
- Underground Distribution
 - Cable selection, sizing and losses
 - Heat dissipation considerations
 - Induced voltage on cable shield
 - Voltage regulation
 - Conduit fill and jam ratio calculations
 - Cable pulling calculations
 - Economic comparisons
 - Underground equipment selection
 - Duct and manhole design
 - Vault location and design
 - Tunnel design
 - Plan and profile drawings
 - Distribution standards
 - Equipment Specifications
 - Procurement / Bid Services

- Substation and Switchyard Design and Engineering:

ICPE's clients face increasing demands for power and reliability. New and/or upgraded substations are essential to keep up with this demand. Whether you need just a simple addition, update, modification, expansion or an entirely new substation, ICPE's experienced team can make your vision a reality. Fast-track schedules, tight budgets and other constraints often complicate projects. ICPE's engineers will help you meet your next substation challenge and deliver your substation project to meet your capacity and reliability demands - on time and within budget.

ICPE has completed literally hundreds of substation projects, ranging from small 2.4 kV distribution substations to large 345 kV transmission facilities, including large generating plant switchyards, transmission/distribution substations, line terminal or equipment additions and upgrades to existing substations in locations across the United States. Some were completed using a turnkey approach, and some have incorporated innovative designs to overcome aesthetic or geological concerns.

ICPE's staff remains dedicated to maintaining a high level of technical knowledge, incorporating leading edge concepts and solutions for all facets of substation design while utilizing state-of-the-art technical tools and software. ICPE's engineers are experienced in almost every conceivable bus arrangement scheme utilized, including radial, ring, modified ring, paired element, main & transfer, breaker and one-half and double-bus/double breaker. ICPE also has extensive knowledge and expertise in the field of system protection philosophy.

ICPE project administration experience provides smooth execution through the conceptual, design, bidding and construction phases. ICPE has worked in diverse locations and is familiar with a wide variety of client standards, needs and preferences. ICPE provides solutions - from the practical to the cost effective and creative



- Site layout for grading, drainage and access roads
 - Test boring analysis and foundation design
 - Major equipment and bus layout design
 - Design of steel support structures
 - Design of grounding systems
 - Design of underground cable trench, duct, and conduit systems
 - SCADA system design, including development of configuration files
 - Communication system design
 - Relay and control systems design, including panel layout and wiring diagrams
 - Development of relay settings
 - SCADA, communication and automation systems
 - Metering systems design
 - UPS and battery systems
 - Control buildings and HVAC design
 - Oil spill containment design
 - SPCC development and review
 - Preparation of major equipment specifications
 - Preparation of bills of material and purchase requisitions
 - Application of owner standards and computer designs
 - Application of prefabricated buildings and packaged control houses
- Power Delivery - System Planning and Power System Studies



Every successful project starts with sound planning. Whether determining the optimum site for a new substation, relieving an overloaded circuit, or interconnecting between systems, ICPE can provide essential analysis and planning services to help Owners understand and expand their systems, optimizing their performance in order to meet their goals. ICPE provides electrical systems analyses to utilities, independent power producers, governmental agencies, industrial firms, and construction contractors providing turnkey services.

ICPE engineers are experienced in preparing load flow and stability analysis, and interconnect studies. ICPE transmission and distribution planners work with the most up to date software to develop accurate forward-looking studies, power system performance models and construction work plans. Short and long term plans present practical alternatives while balancing cost, capacity, performance and reliability. ICPE engineers have experience with electrical generation, transmission, and distribution facilities and at voltages from 480V through 345 kV.

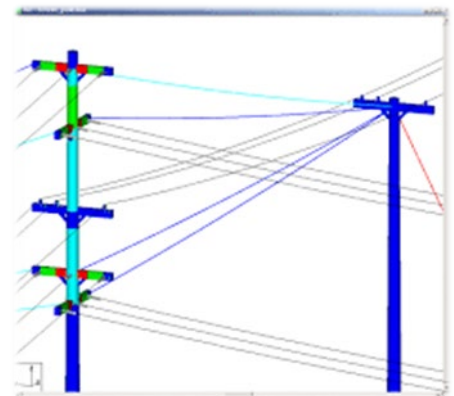
Once engineering studies are complete, ICPE can provide the utility protective relaying and automation services necessary to ensure seamless protection, substation integration and SCADA systems. ICPE's experience in protective coordination includes complex transmission line relaying, isolated generation systems, distribution protective coordination studies and specialized relay applications.

Key planning assistance that ICPE can provide could include, but not be limited to:

- Planning Studies
 - Transmission and substation feasibility studies



- Transmission system planning studies (short and long range)
- Distribution planning studies (short and long range)
- Generation interconnection (plant location) studies
- Power supply planning studies
- Transmission and substation feasibility studies
- Transmission system or substation reliability/contingency analyses
- Economic analyses
- Load flow analysis and stability studies
- Reactive power/VAR flow studies
- Voltage drop analysis
- Construction work plans
- Insulation coordination studies
- Sectionalizing studies
- Electromagnetic transient analysis
- Impedance calculations for overhead and underground transmission and transformers
- NERC compliance ratings calculations, system studies, planning documents and protection device coordination studies
- Overhead and Underground transmission and distribution line design:
 - Design transmission and distribution lines from conceptual planning and feasibility studies through construction management. ICPE project management, design, and construction management experience ranges from single pole 4.16 kV distribution lines to single or double pole 345 kV transmission lines in remote terrain to crowded urban streets.
- Protective Relaying and Control:
 - Design and configure protection systems to perform properly under the most demanding conditions including overcurrent coordination, sectionalizing, and relaying requirements.
- Electrical Equipment Specification:
 - Specifying electrical equipment such as transformers, switchgear, circuit breakers, and relays based on project requirements, standards, and performance criteria.
- Lighting Design and Analysis:
 - Designing indoor and outdoor lighting systems for buildings, yards, storage facilities, streets, and public spaces, considering factors such as energy efficiency, visual comfort, and safety.
- Design Support
 - Electromagnetic field (EMF) mitigation studies
 - Radio and television interference calculations and measurements
 - Audible noise calculations and measurements
 - Ground resistivity calculations and analysis
 - Power system harmonic measurements and analysis
 - ISO generator interconnection studies and interconnection agreements
- Power Quality Analysis:



- Assessing and mitigating power quality issues such as voltage fluctuations, harmonic distortion, and power factor correction to ensure the reliability and stability of electrical systems.
- Power Delivery - Protective Relaying and Control

ICPE has the experience necessary to design and configure protection systems to perform properly under the most demanding conditions. Overcurrent coordination, sectionalizing and relaying requirements vary depending on the degree of protection required. The basic objectives of this protection are:

- Prevent or minimize damage to equipment and circuits.
- Prevent hazards to personnel.
- Maintain or improve continuity of service to electrical facilities.

Safe, highly reliable electric power requires careful study of faults and thoughtful application and coordination of protective devices. Protection schemes can range from the use of inexpensive fuses to the use of costly and sophisticated relays. ICPE is familiar with the latest protocols and standards and understands the critical nature of electric service and the value of equipment investments. ICPE analyzes expected performance using the most current tools and electrical modeling software to coordinate devices to clear faults, balancing reliability, dependability, security, and sensitivity.

ICPE has the experience necessary to perform the studies and calculations to identify the fault currents available, to determine the proper size and ratings of protective equipment required, and to specify the proper fuse sizes or relay settings that will result in proper coordination of the protective devices. ICPE protection and control engineers typically monitor testing and calibration of relays and other protective devices during installation or during periodic, ongoing maintenance testing. Any problems encountered are identified and solutions are usually recommended onsite.

- Key protection and control assistance that ICPE can provide could include, but not be limited to:
 - Transmission line protection 46 kV to 345 kV
 - Unit protection (current and transformer differential)
 - Substation protection (bus, breaker, transformer)
 - Power plant protection (generators, motors, transformers, auxiliaries)
 - Renewable energy protection (wind, solar)
 - Distribution protection (transformers, bus, feeders, reclosers, fuses)
 - Specialty protection (phase-shifting transformer, static VAR compensator)
 - Area coordination studies
 - Fault/short circuit studies
 - Arc flash hazard analysis & mitigation
 - Motor starting analysis
 - Reliability analysis

ICPE can provide substation automation and communication services necessary for seamless protection, substation integration and SCADA solutions.

ICPE offers a complete package of design, protection, Owner interface, automation services, equipment specifications and integration. Design can range from simple RTU additions to fully integrated substation systems.

Key automation and SCADA assistance that ICPE can provide could include, but is not limited to:

- Distribution automation
- Communication network design, integration & administration
- Energy management and control



- Microwave and fiber optic communication design & integration
- Human-machine interfaces (HMI)
- Electrical Safety Consulting:
 - Providing consulting services on electrical safety standards, codes, and regulations to ensure compliance and mitigate electrical hazards in the workplace.
- Energy Efficiency Consulting: Advising clients on energy-saving measures and technologies to improve the efficiency of electrical systems, reduce energy consumption, and lower operating costs.
- Emergency Power Systems Design:
 - Designing backup power systems, uninterruptible power supplies (UPS), and emergency generators to ensure continuity of electrical supply during power outages or emergencies.
- Electrical System Commissioning:
 - Commissioning and testing support for electrical systems to verify their performance, functionality, and compliance with design specifications and industry standards.
- Electrical Grounding and Lightning Protection:
 - Designing grounding systems and lightning protection measures to protect structures, equipment, and personnel from electrical hazards and lightning strikes.
- Electrical System Maintenance and Asset Management:
 - Developing maintenance plans, conducting inspections, and performing condition assessments of electrical equipment and systems to ensure reliability, longevity, and compliance with regulatory requirements.



These services cater to a wide range of industries including construction, manufacturing, utilities, transportation, and renewable energy, among others.

3.4 INSTRUMENTATION AND CONTROLS ENGINEERING

ICPE's instrumentation and controls engineering department typically provides a range of services focused on the design, installation, integration, and maintenance of instrumentation, control systems, and automation solutions. Here are some typical services offered by such a department:

- Control System Design and Engineering:
 - Designing control systems for industrial processes, equipment, and machinery, including process control and safety systems, to ensure efficient and reliable operation.
- Instrumentation Selection and Specification:
 - Selecting and specifying instruments such as sensors, transmitters, actuators, and control valves based on



process requirements, performance criteria, and environmental conditions.

- SCADA (Supervisory Control and Data Acquisition) Systems Integration:
 - Integrating SCADA systems to monitor and control industrial processes and power systems, collect real-time data, and provide remote access and visualization of process or system information.
- PLC (Programmable Logic Controller) Design:
 - Developing PLC cabinet design and hardware specifications to automate control processes, sequence operations, and interface with various field devices and equipment.
- Safety Instrumented Systems (SIS) Design:
 - Designing safety instrumented systems to prevent hazardous incidents, mitigate risks, and ensure compliance with safety standards such as IEC 61511 and ISA S84.
- Industrial Networking and Communication:
 - Designing and implementing industrial networking solutions, including Ethernet, fieldbus, and wireless communication protocols, to facilitate data exchange between control systems and field devices.
- Cybersecurity Assessment and Implementation:
 - Assessing cybersecurity risks, vulnerabilities, and threats to control systems, and implementing security measures such as firewalls, access controls, and intrusion detection systems to protect against cyberattacks.
- Asset Management and Maintenance:
 - Developing asset management strategies, conducting reliability assessments, and implementing preventive and predictive maintenance programs to optimize the performance and lifespan of instrumentation and control systems.
- Commissioning and Start-Up Support:
 - Providing commissioning services, conducting functional tests, and assisting with the start-up of instrumentation and control systems to ensure proper installation, calibration, and operation.
- Training and Technical Support:
 - Providing training programs and technical support services for operators, maintenance personnel, and engineers to ensure effective utilization and troubleshooting of instrumentation and control systems.
- Process Optimization and Performance Monitoring:
 - Analyzing process data, identifying inefficiencies, and implementing optimization strategies to improve process performance, productivity, and energy efficiency.
- Regulatory Compliance and Documentation:
 - Ensuring compliance with industry standards, regulations, and codes such as ISA, ANSI, NEC, and API, and maintaining accurate documentation of system designs, specifications, and configurations.



3.5 CIVIL ENGINEERING

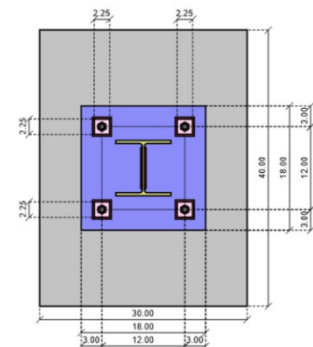
ICPE performs civil engineering functions as part of the larger design project engineering activity. The ICPE staff of civil engineers and designers provides the complete civil work package from conception to completion. ICPE offers a wide range of services related to the planning, design, construction, and maintenance of infrastructure projects. Here are some typical services offered by ICPE's Civil engineering department:

- Site Investigation and Feasibility Studies:
 - Conducting site surveys, reviewing geotechnical investigations, and feasibility studies to assess the suitability of land for development and identify potential constraints and risks.
- Site Planning and Land Development:
 - Planning and designing site layouts for industrial developments, including grading, drainage, roads, utilities, and landscaping.
- Utility Infrastructure Design:
 - Designing utility systems such as water supply networks, sewer systems, storm drainage systems, and utility corridors to provide essential services to communities and developments.
- Hazardous Containment Plans:
 - Planning and designing site grading, drainage and layouts for hazardous consideration and containment.
- Permitting Support:
 - Support the project with Land use and permitting requirements.
- Construction Management and Supervision:
 - Providing project management services, construction supervision, and quality control during the construction phase to ensure projects are completed safely, on time, and within budget.

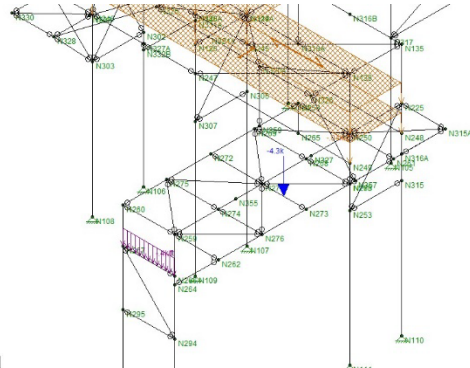
3.6 STRUCTURAL ENGINEERING

From new construction to renovations, ICPE's structural engineers provide safe, code compliant and economical designs within established budget and schedule parameters. Using client and local building department input/review, ICPE develops structural requirements and design criteria to be used throughout the design of each project. During construction ICPE provides engineering support, review and approval of shop drawings and material submittals, provides clarifications and resolves field problems. ICPE's structural engineering department typically provides a variety of services related to the design, analysis, and assessment of structures to ensure their safety, durability, and functionality. Here are some typical services offered by ICPE's Structural department:

- Structural Design:



- Designing various types of structures including process equipment support structures, buildings, bridges, towers, and industrial facilities to meet specific requirements and standards while considering factors such as loading conditions, material properties, and construction methods.
- Structural Analysis:
 - Performing advanced analysis using RISA models and computational tools to assess the behavior and performance of structures under different loading scenarios, including static, dynamic, and seismic loads.
- Finite Element Analysis (FEA):
 - Conducting numerical simulations to analyze complex structural behavior, stress distribution, and deformation patterns to optimize designs and predict performance.
- Seismic Design and Retrofitting:
 - Designing structures to resist earthquake forces and performing retrofitting of existing structures to enhance their seismic performance and meet current seismic codes and standards. Analytical procedures used are equivalent lateral forces procedures or modal response spectrum analysis.
- Foundation Design:
 - Designing foundations and substructures to support and transmit loads from superstructures to the underlying soil or rock strata, considering soil conditions, site constraints, and structural requirements.
- Structural Inspection and Assessment:
 - Conducting inspections, evaluations, and condition assessments of existing structures to identify defects, deterioration, and potential structural deficiencies, and providing recommendations for repairs, upgrades, or retrofitting.
- Structural Rehabilitation and Strengthening:
 - Developing rehabilitation strategies and strengthening measures to restore or enhance the structural integrity, load-carrying capacity, and durability of aging or damaged structures.
- Blast Analysis and Protective Design:
 - Analyzing the response of structures to blast loads and designing protective measures such as blast-resistant barriers, blast-resistant glazing, and blast-resistant building envelopes to mitigate the effects of explosions.
- Structural Fire Engineering:
 - Evaluating the fire resistance of structures, designing fire protection systems, and developing fire safety strategies to minimize fire risk and ensure occupant safety in buildings and other facilities.
- Construction Support Services:
 - Providing technical support during construction activities, reviewing shop drawings, resolving construction issues, and conducting site inspections to ensure compliance with design specifications and standards.



- Code Compliance and Permitting Assistance:
 - Ensuring compliance with local building codes, zoning regulations, and permit requirements throughout the design and construction process to obtain necessary approvals and certifications.
- Value Engineering and Optimization:
 - Identifying cost-effective design solutions, material alternatives, and construction methods to optimize project outcomes while maintaining structural performance and safety.

These services are essential for the successful planning, design, construction, and maintenance of a wide range of structures in various industries including civil infrastructure, building construction, transportation, energy, and aerospace.

3.7 CONSTRUCTION MANAGEMENT

ICPE can provide comprehensive construction management services throughout the entire lifecycle to yield the greatest possible benefits for coordinated and successfully delivered projects. Each client and each project are unique, so each project is approached differently. ICPE construction management begins with pre-construction planning and constructability during the conceptual and detailed design phase, with implementation of safety and quality control during construction through the final development of procedures and operational manuals for project startup, all customized to satisfy project parameters and to meet your expectations.

ICPE's construction management department typically provides a range of services aimed at overseeing and managing construction projects from inception to completion. Here are some typical services offered ICPE's Construction Management department:

- Project Planning and Scheduling:
 - Developing comprehensive project plans and schedules outlining the sequence of tasks, milestones, and timelines required for successful project completion.
- Budgeting and Cost Management:
 - Estimating project costs, preparing budgets, and monitoring expenditures throughout the project lifecycle to ensure adherence to financial constraints and goals.
- Procurement and Contract Management:
 - Managing the procurement process, including soliciting bids, negotiating contracts, and selecting subcontractors and vendors, and administering contracts to ensure compliance with terms and conditions.
- Construction Supervision and Quality Control:
 - Overseeing construction activities, monitoring progress, and ensuring that work is performed in accordance with project specifications, codes, and quality standards.
- Safety Management and Compliance:



- Implementing and enforcing safety policies and procedures to maintain a safe working environment, conducting regular inspections, and ensuring compliance with occupational health and safety regulations.
- Subcontractor Coordination and Management:
 - Coordinating the activities of subcontractors, suppliers, and other project stakeholders, managing subcontractor performance, and resolving conflicts or issues that may arise during construction.
- Change Management and Variation Control:
 - Managing changes to project scope, specifications, or requirements, assessing their impact on schedule and budget, and implementing change control procedures to minimize disruptions and cost overruns.
- Risk Management and Mitigation:
 - Identifying potential risks and uncertainties that may affect project outcomes, developing risk management plans, and implementing strategies to mitigate risks and minimize their impact on project success.
- Document Control and Recordkeeping:
 - Establishing document control procedures, maintaining project documentation, records, and correspondence, and ensuring that accurate and up-to-date information is available to all project stakeholders.
- Progress Reporting and Communication:
 - Providing regular progress reports and updates to project stakeholders, communicating project status, issues, and milestones, and facilitating effective communication among project team members.
- Quality Assurance and Quality Control:
 - Implementing quality assurance processes to ensure that construction work meets specified quality standards and conducting quality control inspections and testing to verify compliance.
- Schedule Optimization and Resource Management:
 - Identifying opportunities to optimize project schedules and resource utilization, allocating resources effectively, and adjusting plans as needed to maintain project efficiency and productivity.
- Claims Management and Dispute Resolution:
 - Managing construction claims, disputes, and conflicts that may arise during the project, facilitating negotiations, and implementing strategies to resolve issues in a timely and cost-effective manner.
- Commissioning and Handover:
 - Coordinating the commissioning process, verifying that systems and components are installed and functioning correctly, and facilitating the smooth handover of the project to the client or end user.



These services are essential for the successful delivery of construction projects, ensuring that they are completed safely, on time, within budget, and to the required quality standards.

3.8 OWNER'S ENGINEER

The costs an Owner incurs by maintaining a diverse staff that includes highly capable engineers to work on large, complex projects, only when needed, can be very significant. ICPE can help reduce these costs by providing Owner's Engineering Services through all project phases, from planning to closeout. The Owner's Engineer, consisting of an individual or, more commonly, a team of experts, can supplement your resources and serve as an independent advocate for you.

The role of an Owner's Engineer ranges from filling a narrowly defined role as a technical reviewer to providing a full-scale, start-to-finish extension of your staff involved in all aspects of project development, execution, and completion. The Owner's Engineer not only serves as an advocate for your business objectives but also fills skill gaps in your staff. Here are typical services offered by an Owner's Engineer:

- Project Management:
 - Overseeing the project on behalf of the owner, ensuring that it stays on schedule, within budget, and meets quality standards. This includes coordinating with all parties involved, from contractors to regulatory authorities.
- Design Review and Approval:
 - Reviewing and approving engineering designs, drawings, and specifications to ensure they meet the owner's requirements, comply with regulations, and are technically sound.
- Procurement Support:
 - Assisting the owner in the procurement process by preparing tender documents, evaluating bids, and providing recommendations for the selection of contractors, suppliers, and vendors.
- Contract Administration:
 - Managing contracts with contractors, suppliers, and consultants on behalf of the owner, including negotiating terms, reviewing contracts, and ensuring compliance with contractual obligations.
- Technical Due Diligence:
 - Conducting technical due diligence assessments for acquisitions, investments, or financing purposes to evaluate the technical feasibility, risks, and opportunities associated with a project.
- Quality Assurance and Quality Control (QA/QC):
 - Implementing QA/QC procedures to ensure that construction work meets specified quality standards and regulatory requirements, including conducting inspections and audits.
- Construction Supervision:



- Overseeing construction activities to ensure they are carried out according to approved designs, specifications, and schedules, and addressing any issues or deviations that may arise during construction.
- Health, Safety, and Environmental (HSE) Management:
 - Implementing HSE policies and procedures to ensure a safe working environment for all project stakeholders and compliance with relevant health, safety, and environmental regulations.
- Risk Management:
 - Identifying, assessing, and mitigating project risks to minimize their impact on project objectives, including developing risk management plans and contingency measures.
- Commissioning and Start-Up Support:
 - Coordinating the commissioning and start-up activities to ensure that systems and equipment are installed, tested, and operational according to project requirements before handover to the owner.
- Project Documentation and Reporting:
 - Maintaining accurate project documentation, records, and reports to track project progress, milestones, and expenditures, and provide regular updates to the owner.
- Dispute Resolution:
 - Assisting the owner in resolving disputes or conflicts that may arise during the project, including mediation, negotiation, or arbitration with contractors, suppliers, or other stakeholders.
- Training and Knowledge Transfer:
 - Providing training and knowledge transfer sessions to the owner's team to ensure they have the necessary skills and expertise to manage and operate the project effectively after completion.
- Post-Construction Support:
 - Providing support to the owner after project completion, including warranty management, defect rectification, and addressing any operational or maintenance issues that may arise.

Overall, performing as an Owner's Engineer ICPE acts as the owner's trusted advisor, representing their interests and ensuring the successful delivery of the project from conception to completion.



PART 4 - REPRESENTATION OF ICPE PROJECT EXPERIENCE

4.1 ELECTRICAL - 138 KV SUBSTATION EXPANSION



Project Description

The project objective was to expand the existing 138 kV substation to include (1) new 138 kV/46 kV - 90 MVA transformer, (1) new tertiary structure and (3) new 46 kV breakers. The existing 46 kV main and transfer bus was expanded to include the three new breakers and the transformer was installed in the 138 kV breaker and a half arrangement. In general, ICPE's scope of work for the project included development of the construction drawings, specifications, equipment procurement specifications, protection scheme development, project bid period services and construction period services. Tasks associated with the scope of work included:

Services offered:

Substation physical engineering and design consisting of:

- Substation plan views, section views and bus assembly details.
- Lightning protection calculations, layout and details.
- Grounding calculations, grounding layout and details.
- Conduit & cable trench calculations layout, details and schedules.
- Lighting calculations, layout and details.
- Receptacle layout and details.
- Bus calculations.
- Material lists.

Steel structure engineering and design consisting of:

- Structure calculations.
- Seismic calculations.
- Steel structure fabrication drawings.

Concrete foundation engineering and design consisting of:

- Foundation calculations.
- Foundation layout drawings and details.

Protection & control engineering and design consisting of:

- Single Line, three line and DC schematic development.
- Relay panel design including panel layout, wire termination and material list.
- Developing equipment wire termination drawings.
- Performing studies and calculations to support breaker and transformer relay setting development.
- Develop breaker and transformer relay settings.
- Perform onsite relay testing and functional checkout of the protection system.

Specification development for:

- Construction.
- Material and equipment (transformer, breaker, steel structures and relay panels) procurement.



4.2 ELECTRICAL - SUBSTATION BREAKER ADDITIONS



Project Description

The project objective was to engineer and design the installation of two 46 kV breakers at the Midway Substation. The design consisted of (2) 46 kV breakers, (2) 46 kV PT. (4) 46 kV switches and SEL protective relaying. In general, ICPE's scope of work for the project included development of the construction drawings, breaker procurement specifications and protective relaying. Tasks associated with the scope of work included:

Services offered:

Substation physical engineering and design consisting of:

- Substation plan views, section views and bus assembly details.
- Conduit & cable trench calculations layout, details and schedules.
- Cable schedules.
- Bus calculations.
- Control building layout and section views.
- Material list.

Substation site engineering and design consisting of:

- Site cut & fill.
- Site drainage.

Steel structure engineering and design consisting of:

- Structure calculations.
- Seismic calculations.
- Steel structure fabrication drawings.

Concrete foundation engineering and design consisting of:

- Foundation calculations.
- Foundation layout drawings and details.

Protection & control engineering and design consisting of:

- Single Line development.
- Three line development.
- DC schematic development.
- Control logic diagrams.
- Developing equipment wire termination drawings.
- Performing studies and calculations to support relay setting development.
- Develop relay settings.
- Develop relay panel layouts, wire termination and material list.

Specification development for:

- Breaker procurement.

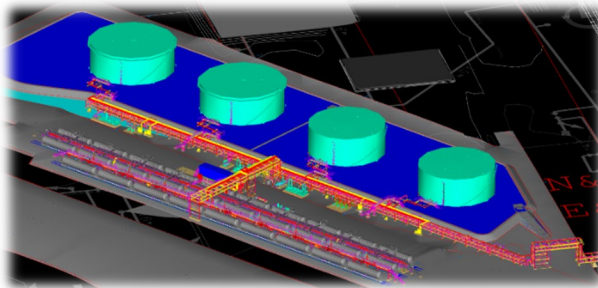


4.3 MULTIDISCIPLINE ENGINEERING FOR RENEWABLE DIESEL OSBL PROJECT



Project Description

Project included process, structural, mechanical, piping, electrical, and instrumentation and control engineering and design, procurement support, and construction / commissioning support. The project included systems to unload feedstocks from railcars. Transfer of the feedstocks from the railcars to two new feedstock storage tanks. Transfer feedstocks to ISBL units. Receive renewable fuels from ISBL units into two new storage tanks. Load railcar from the new renewable fuels storage tanks for shipment from the facility. This project also included all ancillary utility support for the facility.



Services Offered:

Project Management and Controls

- Project scheduling
- Construction work packages
- Construction period services
- Contractor RFI review and management

Civil/Structural

- Concrete foundation engineering and design for equipment, tanks, pipe racks, and pipe supports
- Structural steel engineering and design for loading and unloading racks, pipe racks, and pipe/cable tray supports
- 3-D modeling of structural steel and concrete

Piping/Mechanical

- 3D modeling of new pipe routing withing new and existing structures
- Piping isometric and bill of material generation
- ASME B31.3 pipe stress analysis of piping systems
- Equipment nozzle load analysis
- Mechanical equipment and storage tank specifications
- Mechanical equipment and tanks RFP creation and procurement support

Electrical

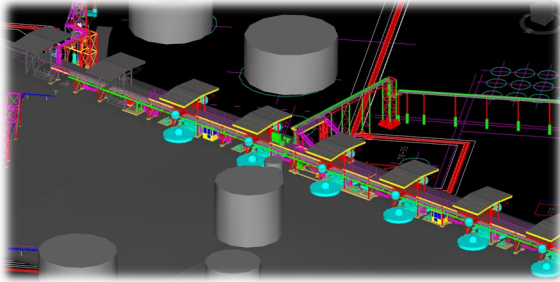
- Power delivery design from medium voltage feed
- Power distribution (MCC/E-house design)
- Electrical equipment specification
- Electrical equipment RFP creation and procurement support

Instrumentation and Control

- Development of instrument datasheets and specifications
- Development and completion of instrument index for input into Smart Plant
- Instrument specification and procurement support



4.4 MULTIDISCIPLINE ENGINEERING FOR RENEWABLE FUELS UNIT LOADING AND UNLOADING SYSTEMS PROJECT



Project Description

Project included process, structural, mechanical/piping, electrical, and instrumentation and control for systems to unload feedstock from railcars for transfer to storage systems and railcar loading systems to load renewable fuel into railcars for shipment from the facility. The project included steam systems for railcar heating.



Services Offered:

Project Management and Controls

- Project scheduling
- Construction work packages
- Construction period services
- Contractor RFI review and management

Civil/Structural

- Concrete foundation engineering and design for equipment, pipe racks, and pipe supports
- Structural steel engineering and design for loading and unloading racks, pipe racks, and pipe/cable tray supports
- 3-D modeling of structural steel and concrete

Piping/Mechanical

- 3D modeling of new pipe routing withing new and existing structures
- Piping tie in design and engineering
- Piping isometric and bill of material generation
- ASME B31.3 pipe stress analysis of piping systems
- Equipment nozzle load analysis
- Mechanical equipment specification
- Mechanical equipment RFP creation and procurement support

Electrical

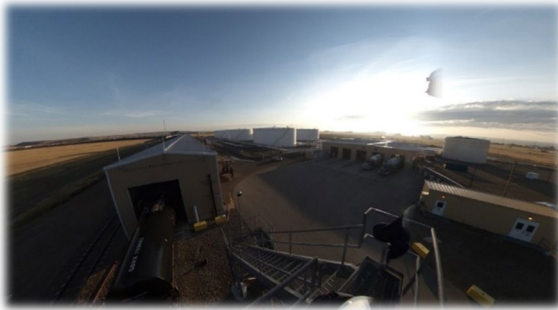
- Power distribution (MCC/E-house design)
- Electrical equipment specification
- Electrical equipment RFP creation and procurement support

Instrumentation and Control

- Development of instrument datasheets and specifications
- Development and completion of instrument index for input into Smart Plant
- Instrument specification and procurement support



4.5 MULTIDISCIPLINE ENGINEERING CRUDE OIL TERMINAL (TRUCK TO RAIL)



Project Description

Process, Mechanical, Electrical, Piping, Equipment, and Structural Engineering and Design for the Crude Oil Transload Terminal with the following primary systems:

- Twelve (12) truck unloading stations
- Twenty-two (22) railcar loading stations for unit train loading
- Three (3) 650 storage tanks including all associated piping
- Railcar loading pumping system

Services Offered:

Project Management and Controls

- Project scheduling
- Construction work packages
- Construction period services
- Contractor RFI review and management

Process Engineering

- PFD development
- P&ID development
- Pump sizing and specification
- Facility throughput time-study development (rail, truck, tankage)

Civil/Structural

- Equipment foundation design and engineering
- Pipe rack design and engineering
- Railcar loading rack design and engineering
- Truck unloading building design and engineering

Piping/Mechanical

- 3D modeling of new pipe routing withing new and existing structures
- Piping isometric and bill of material generation
- ASME B31.3 pipe stress analysis of piping systems
- Equipment nozzle load analysis
- Mechanical equipment specification
- Mechanical equipment RFP creation and procurement support
- Facility siting and layout

Electrical

- Site power delivery and utility coordination
- Facility power distribution
- Electrical equipment specification and procurement support

Instrumentation and Control

- Instrument datasheets and specifications
- LACT system design and specification



4.6 ELECTRICAL TRANSMISSION LINE ENGINEERING EXPERIENCE

<u>Project Description</u>	<u>Client</u>
Reid Gardner-Tortoise 230 kV Transmission Line	Overton Power District, Glendale, Nevada
Seattle 230 kV Transmission Line	City of Seattle Seattle, Washington
Sweetwater to Granger 138 kV Transmission Line	Bridger Valley Electric Association, Mountain View, Wyoming
Amoco 138 kV Transmission Line	Bridger Valley Electric Association, Mountain View, Wyoming
Eagle Mountain 138 kV Transmission Line	Eagle Mountain Power Department, Eagle Mountain, Utah
Geneva 138 kV Transmission Line	Geneva Steel, Orem, Utah
Glendale 138 kV Transmission Line	Overton Power District, Glendale, Nevada
Primex 138 kV Transmission Line	Overton Power District, Mesquite, Nevada
Rocky Point 138 kV Transmission Line	PacifiCorp, Box Elder County, Utah
Lone Peak 138 kV Double Circuit Transmission Line	PacifiCorp, Lehi, Utah
Micron 138 kV Transmission Line	PacifiCorp, Lehi, Utah
Malt-O-Meal 138 kV Double Circuit Transmission Line	PacifiCorp, Tremonton, Utah
Sandhills-Painted Hills 138 kV Transmission Line	Overton Power District, Logandale, Nevada
Washington County 138 kV Transmission System	Utah Associated Municipal Power Systems, Sandy, Utah
Nebo 138 kV Transmission Line	Utah Associated Municipal Power Systems, Payson, Utah
NPS Dry Creek 138 kV and 46 kV Transmission Line	Utah Associated Municipal Power Systems, Payson, Utah
Mesquite-Littlefield 69 kV Transmission Line	Dixie-Escalante Electric Association, St. George, Utah
Fontenelle 69 kV Transmission Line	Bridger Valley Electric Association, Mountain View, Wyoming
Fontenelle Dam 69 kV Transmission Line	Bridger Valley Electric Association, Mountain View, Wyoming



Hurricane 69 kV Transmission Line	Hurricane City Power Department, Hurricane, Utah
Players 69 kV Transmission Line	Overton Power District, Mesquite, Nevada
Santa Clara 69 kV Transmission Line	Santa Clara City Power Department, Santa Clara, Utah
SNWA 69 kV Transmission Line	SNWA, Las Vegas, Nevada
Mainstreet Substation 69 kV Tap	Washington City Power, Washington City, Utah
Washington 69 kV Tap Transmission Line	Washington City Power, Washington City, Utah
Bountiful 46 kV Transmission Line	Bountiful City Power Department, Bountiful, Utah
Fairview 46 kV Transmission Line	Fairview City Power Department, Fairview, Utah
Ephraim Hydro 46 kV Transmission Line	Ephraim City Power Department, Ephraim, Utah
Ephraim South 46 kV Transmission Line	Ephraim City Power Department, Ephraim, Utah
200 North 46 kV Transmission Line	Kaysville City Power Department, Kaysville, Utah
Kaysville 46 kV Transmission Line	Kaysville City Power Department, Kaysville, Utah
Kennecott 46 kV Transmission Line	Kennecott Utah Copper, Copperton, Utah
Lehi 46 kV Transmission Line	Lehi City Power Department, Lehi, Utah
Monroe 46 kV Transmission Line	Monroe City Power Department, Monroe, Utah
Industrial Park 46 kV Transmission Line	Payson City Power Department, Payson, Utah
South Area 46 kV Transmission Line	Tooele Army Depot, Tooele, Utah
Parowan 34.5 kV Transmission Line	Parowan City Power Department, Parowan, Utah



4.7 ELECTRICAL DISTRIBUTION LINE ENGINEERING EXPERIENCE

<u>Project Description</u>	<u>Client</u>
Pole Canyon Development Plan-138kV trans line, 138-12.47 138-12.47/7.2kV 60MVA substation, 6 – 12.47 kV UG distribution circuits.	Development Associates, Salt Lake City, Utah
25 kV Distribution Line 25 kV Underground Distribution Feeders 12.5 kV Distribution Line	Bridger Valley Electric Association, Mountain View, Wyoming
12.5 kV Carter Creek Sulphur Pipeline Distribution Line Upgrade	Chevron, USA, Evanston, Wyoming
12.5 kV College of Eastern Utah Voltage Conversion	College of Eastern Utah, Price, Utah
12.5 kV Dixie College Voltage Conversion	Dixie College, St. George, Utah
12.5 kV Capacitor and Feeder Metering Installation	Dugway Proving Ground, Dugway, Utah
12 kV URD Line 12.5kV Underground Tie Circuit 12.5kV Underground Distribution Circuits-Bobby Wren Rd. 12.5kV Underground Circuit Project, State Road 73 Dry Utility Design-Subdivision and other Developments	Eagle Mountain City, Eagle Mountain, Utah
12.5 kV Distribution Line 4 - 12.5 kV Distribution Line Conversion	Ephraim City Power Department, Ephraim, Utah
12.5 kV Underground Subdivision Feeder	Fairview City Power Department, Fairview, Utah
12.5 kV Underground Distribution Feeder 12.5 kV Distribution Line	Heber City Power Department, Heber, Utah
12.5 Double Circuit Distribution Line 12.5 kV Distribution Line 12.5 kV Underground Distribution Feeders	Hurricane City Power Department, Hurricane, Utah
12.5 kV Double Circuit Distribution Line	Hyrum City Power Department, Hyrum, Utah



12.5 kV Distribution Line 12.5 kV Double Circuit 12.5 kV Underground Distribution Feeders	Kaysville City Power Department, Kaysville, Utah
12.5 kV Double Circuit Line 12.5 kV Distribution Line 12.5 kV Lehi Downtown Voltage Conversion	Lehi City Power Department, Lehi, Utah
T12.47kV UG for new production plant	Malt-O-Meal Company Tremonton, Utah
12.5 kV Distribution Line	Morgan City Power Department Morgan, Utah
12.5 kV Double Circuit Underground Distribution Feeders	Murray City Power Department Murray, Utah
12.5 kV Double Circuit Distribution Line 12.5 kV Distribution Line 4 - 12.5 kV Distribution Line Conversion	Mt. Pleasant City Power Department Mt. Pleasant, Utah
12.5 kV Distribution Line	Northwest Pipeline Corporation Salt Lake City, Utah
12.5 kV Distribution Line 12.5 kV Underground Distribution Feeders 4 - 12.5 kV Distribution Line Conversion	Parowan City Power Department Parowan, Utah
Thermo Geothermal Generating Plant #1	Raser Technologies Beaver County, Utah
12.5 kV Downtown Voltage Conversion 12 kV Tyler Street OH to UG Conversion 12 kV Madison Street OH to UG Conversion 12 kV Van Buren Blvd OH to UG Conversion 12 kV Victoria Ave OH to UG Conversion Range Crest Feeder Replacement of 15 kV switches, install 12 kV taps 12 kV circuit installation Plaza Getaway Re-conductor of 12 kV circuit 12 kV (Circuit 1530) OH to UG Conversion 15 kV UG Upgrade Valley Springs Parkway 12 kV Victoria Ave OH to UG Conversion, phase 2 Circuit 1215/1216 Improvement Canyon Crest	Riverside, City of Riverside, California



12 kV La Sierra Ave OH to UG Conversion Underground T4 Feeder Addition Orangecrest Ave 12 kV Van Buren OH to UG Conversion, phase 2 Raincross Street Light Project 4kV to 12 kV Conversion 3rd Street (Circuit 20) 4kV to 12 kV (Circuit 441) 4kV to 12 kV (Circuit 443)	
12.5 kV Underground Distribution Feeders	Santa Clara City Power Department Santa Clara, Utah
12.5 kV University of Utah Voltage Conversion	University of Utah Salt Lake City, Utah
12.5 kV Prison Upgrade Draper Site Utilities	Utah State Prison Draper, Utah
12.5 kV Utah State Voltage Conversion 12.47 OH conversion to UG and expansion	Utah State University Logan, Utah
12.5 kV Distribution Line Rebuild and Re-conductor	Washington City Power Department Washington, Utah
4 kV Distribution Line	Cache Valley Electric Salt Lake City, Utah
4 kV Distribution Line	Manti City Power Department Manti, Utah
4 kV Distribution Line	Temos Electric Sandy, Utah
Parowan City Distribution System Relocation	Parowan City Power Parowan, Utah



4.8 ELECTRICAL SUBSTATION ENGINEERING EXPERIENCE

<u>Project Description</u>	<u>Client</u>
Clover Creek 345 kV Substation	S Power, Mona, Utah
Central 345 kV Substation	UAMPS/PacifiCorp, Central, Utah
Camp Williams 345 kV Substation	Micron/PacifiCorp, Bluffdale, Utah
PacifiCorp 230 Bridger Substation	PacifiCorp, Sweetwater County, Wyoming
Bridger West 345 kV Substation	PacifiCorp, Sweetwater County, Wyoming
One (1) new substation and six (6) substation expansions	
Tortoise 230 kV Substation	Overton Power District, Glendale, Nevada
Sweetwater 230 kV Substation	Bridger Valley Electric Association, Mountain View, Wyoming
Bay Tree 230 kV Substation	DEPCOM, Harrells, North Carolina
Tortoise 230 kV Substation Expansion	Overton Power District, Glendale, Nevada
Granger 138 kV Switchyard	Bridger Valley Electric Association, Mountain View, Wyoming
Moxa Arch 138 kV Substation	Bridger Valley Electric Association, Mountain View, Wyoming
Newcastle 138 kV Substation	Dixie-Escalante Electric Association, Beryl, Utah
Eagle Mountain 138 kV Substations (3)	Eagle Mountain Power Department, Eagle Mountain, Utah
Geneva 138 kV Substation No. 1	Geneva Steel, Orem, Utah
Geneva 138 kV Substation No. 2	Geneva Steel, Orem, Utah
Midway 138 kV Substation	Heber City Power Department, Heber, Utah
Kennecott Main 138 kV Substation	Kennecott Copper Corp., Salt Lake City, Utah
Lone Peak 138 kV Substation (Multiple Expansion Projects)	Micron Technology, Inc., Lehi, Utah
Riding 138 kV Substation	Murray City Power Department, Murray, Utah
Painted Hills 138 kV Substation	Overton Power District, Mesquite, Nevada
Sandhills 138 kV Substation	Overton Power District, Logandale, Nevada
Malt-O-Meal 138 kV Substation	PacifiCorp, Tremonton, Utah



<u>Project Description</u>	<u>Client</u>
West Valley Generation Plant 138 kV Substation/ Switching Station	PacifiCorp, West Valley, Utah
Rocky Point 138 kV Substation	PacifiCorp, Tremonton, Utah
Skyline 138 kV Substation Expansion	St. George Power Department, St. George, Utah
Smith's Layton Complex 138 kV Substation	Smith's Food & Drug, Layton, Utah
SUVPP 138 kV Substation	SUVPP, Springville, Utah
Dry Creek 138 kV Substation	SUVPS, Springville, Utah
Nebo Power Station Generation Plant 138 kV Substation	UAMPS, Payson, Utah
Control Substation 138 kV Capacitor Bank	UAMPS, St. George, Utah
ATI 138 kV Substation	ATI Plant, Rowley, Utah
Green Valley 138 kV Substation	St. George Power Department, St. George, Utah
Lyman East 69 kV Substation Addition	Bridger Valley Electric Association, Mountain View, Wyoming
Ricks College 69 kV Substation	BYU-Idaho, Rexburg, Idaho
Bloomington 69 kV Substation	Dixie-Escalante Electric Association, Beryl, Utah
Hurricane 69 kV Substation	Hurricane City Power Department, Hurricane, Utah
Powell 69 kV Substation Addition	Page Electric Utility, Page, Arizona
Wahweep 69 kV Substation	Page Electric Utility, Page, Arizona
Santa Clara 69 kV Substation	Santa Clara City Power Department, Santa Clara, Utah
Coral Canyon, Green Springs, Sienna Hills, Buena Vista, and Parkway South 69 kV Substations	Washington City Power, Washington City, Utah
Main Street 69 kV Substation	Washington City Power, Washington City, Utah
SNWA 69 kV Substations (7)	Southern Nevada Water Authority, Las Vegas, Utah
CEU 46 kV Substation	College of Eastern Utah, Price, Utah
Ephraim 46 kV Substation	Ephraim City Power Department, Ephraim, Utah
Heber 46 kV Substation	Heber City Power Department, Heber, Utah



<u>Project Description</u>	<u>Client</u>
College 46 kV Substation	Heber City Power Department, Heber, Utah
Jailhouse 46 kV Substation	Heber City Light and Power, Heber, Utah
Hill Air Force Base 46 kV Substation	Hill Air Force Base, Utah
Hyrum 46 kV Substation	Hyrum City Power Department, Hyrum, Utah
Kaysville Westside 46 kV Substation	Kaysville City Power Department, Kaysville, Utah
Kaysville Main Street 46 kV Substation	Kaysville City Power Department, Kaysville, Utah
East Copperton 46 kV Substation	Kennecott Copper Corporation, Salt Lake City, Utah
West Copperton 46 kV Substation	Kennecott Copper Corporation, Salt Lake City, Utah
Lehi 46 kV Substations #3, 4, 5, and 6	Lehi City Power Department, Lehi, Utah
Lehi 46 kV Substation No. 2 Modifications	Lehi City Power Department, Lehi, Utah
Manti 46 kV Substation	Manti City Power Department, Manti, Utah
Monroe 46 kV Substation	Monroe City Power Department, Monroe, Utah
Ogden Complex 46 kV Substation	Morton International, Ogden, Utah
Brigham City Complex 46 kV Substation	Morton International, Brigham City, Utah
Mt. Pleasant 46 kV Substation	Mt. Pleasant City Power Department, Mt. Pleasant, Utah
Kemmerer 46 kV Substation	Northwest Pipeline Corporation, Salt Lake City, Utah
Salt Lake Wastewater 46 kV Substation	Salt Lake City Corporation, Salt Lake City, Utah
Payson 46 kV Generation Station Substation	Payson Power and Light, Payson, Utah
Payson 46 kV Industrial Substation	Payson Power and Light, Payson, Utah
Air Products 46 kV Substation	S & W Construction Company, Salt Lake City, Utah
Bountiful 46 kV Substation	Bountiful City Power Department, Bountiful, Utah
Santa Clara 46 kV Substation No. 2	Santa Clara City Power Department, Santa Clara, Utah



<u>Project Description</u>	<u>Client</u>
Spanish Fork 46 kV Industrial Substation	Spanish Fork City Power Department, Spanish Fork, Utah
Spanish Fork 46 kV Canyon Road Substation	Spanish Fork City Power Department, Spanish Fork, Utah
Utah State Prison 46 kV Substation	State of Utah, DFCM, Draper, Utah
South Area 46 kV Substation	Tooele Army Depot, Tooele, Utah
USPCI 46 kV Substation	USPCI, Wendover, Utah
USU North 46 kV Substation	Utah State University, Logan, Utah
USU South 46 kV Substation	Utah State University, Logan, Utah
Vulcraft Steel 46 kV Substation	Vulcraft Steel, Brigham City, Utah
Earl Bunn 34.5 kV Substation	Parowan City Power Department, Parowan, Utah
Knight Mine 25 kV Substation	Knight Mining Company, Emery, Utah
Plateau Mine 13.8 kV Substation	Getty Oil Company, Hiawatha, Utah
Ephraim Hydro Plant Substation	Ephraim City Power Department, Ephraim, Utah
Point of Rocks Substation	PacifiCorp, Tremonton, Utah
Nebo Power Station	Utah Associated Municipal Power Systems, Payson, Utah
WAPA Oil Spill Evaluation	Western Area Power Administration, Montrose, Colorado





1145 E. SOUTH UNION AVENUE
MIDVALE, UTAH 84047
(801) 255-1111

WWW.ICPEINC.COM

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Approve Contract No. TR-25-TRC between TRC Environmental Corporation and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3220 for Specialized Substation Safety and Maintenance Training for a term ending August 1, 2029, not to exceed \$250,000.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: Contract not to exceed \$250,000.

STAFF COMMENTS AND BACKGROUND:

A. Background and Services to be provided

The Commission owns and operates high-voltage transmission and distribution facilities in southern Nevada. The Commission employs a staff of managers, engineers, technicians, and electricians and desires to ensure these employees receive industry-related and specialized hands-on training in the hazards associated with the operation and maintenance of the energized electric system and on proper mitigation measures, procedures, tools and remain compliant with 29 CFR OSHA 1910.269 and 29 CFR's OSHA 1926 Subpart V.

Under the contract, TRC Environmental Corporation will provide the Commission's Power Delivery Group (PDG) personnel complete specialized substation safety and maintenance training programs delivered in-person and virtually to ensure our employees remain excellent in knowledge, skills, and ability.

Training will include instrumentation and process control, basics of industrial electricity, electrical print reading, electrical motors, fiber optics, industrial electronics and circuits, battery maintenance and testing, cable fault location and tracing, cable testing & diagnostics, certified fiber optic technician, circuit breaker maintenance (MV & HV, SF6), infrared thermography, microprocessor based relay testing, protective relay maintenance, substation maintenance, transformer maintenance and testing. TRC Environmental Corporation will also allow staff access to training institutes/large scale training events with peers along with an overall catalog/list of available courses,

B. Bid/Procurement Process

On March 10, 2025, bid solicitation 69CRC-S3220 was posted in Nevada-EPro. Bid solicitations were sent to 84 vendors registered with Nevada-EPro, and additional independent vendors directly via email. The deadline for bid proposals closed at 2:00 p.m. on April 10, 2025. Two bids were received through Nevada-EPro. The evaluation team recommended approval of the bid from TRC Environmental Corporation

C. Staff's Recommendation

Staff recommend the Commission approve Contract No. TR-25-TRC and authorize the Executive Director to sign the contract.

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
Address:	100 N. City Pkwy Suite 1100
City, State, Zip Code:	Las Vegas, NV 89106
Contact:	Shae Pelkowski
Phone:	702-376-9997
Email:	spelkowski@crc.nv.gov

and

Contractor Name:	TRC Environmental Corporation
Address:	21 Griffin Road North
City, State, Zip Code:	Windsor, CT 06095
Contact:	Anna Campbell
Phone:	(304) 813-4183
Email:	ACampbell@trccompanies.com

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.

Effective from:	BOE Approval	To:	August 1, 2029
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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 electronic mail to the address(es) stated above.
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:	SCOPE OF WORK
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	STATE SOLICITATION # 69CRC-S3220
ATTACHMENT D:	VENDOR PROPOSAL

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	Purchase Order
Total Contract Not to Exceed:	\$250,000	

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 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, during normal working hours, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with reasonable advance 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, such as failure to issue payment to Contractor; 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, act of public enemy, accidents, fires, explosions, pandemics, epidemics 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. Payment obligations shall not be suspended during a Force Majeure.

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 third-party claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any material breach of the obligations of Contractor under this contract, or any 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 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 B*, 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 B*, 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 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 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.
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; provided, however, that the foregoing shall not require the destruction of information stored electronically pursuant to automatic backup procedures that restrict access to authorized information security staff and one archival copy, so long as any such information is maintained in confidence pursuant to this Contract, and is destroyed within Contractor’s normal course for destruction of back-up.
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.

26. **STANDARD OF CARE.** Contractor will perform the services consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the services are provided, and in a similar locality, under similar circumstances ("Standard of Care"). Notwithstanding any clause in this Contract to the contrary, Contractor expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services will be judged solely as to whether Contractor performed the professional services consistent with the Standard of Care. If any services performed by Contractor fail to meet the Standard of Care, and State notifies Contractor in writing of such failure within one (1) year of Contractor's completion of such services, Contractor shall re-perform such services until they meet the Standard of Care.
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 state District Court, Clark County, 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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CETS# 30649
RFP# 69CRC-S3220

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

TRC Environmental Corporation



5/28/25

Director

Independent Contractor's Signature

Date

Independent Contractor's Title

Colorado River Commission of Nevada

Eric Witkoski

Date

Executive Director
Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

Office of the Attorney General

On:

Michelle Briggs, Special Counsel

Date

Attachment A

Scope of Work

COLORADO RIVER COMMISSION OF NEVADA

High Voltage System Engineering Services

SCOPE OF WORK

MARCH 2025

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	03/06/2025

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Objective

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) is looking for qualified substation and transmission line engineering services contractors for requesting engineering support services from the Contractor on an as requested basis.

2. Scope of Work

- a. NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding.
- b. The Colorado River Commission of Nevada, pursuant to NRS 538.161, negotiates and contracts for the planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State.
- c. This scope of work covers the ability to use a contractor for the purpose of maintaining the Colorado River Commission of Nevada's high voltage transmission and substation public works assets.
- d. The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system.
- e. Contractor should be willing and capable of providing at a minimum the following services:
 - i. General
 1. Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects;

2. Large scale multi discipline work to assist in Capital project development and execution for new facilities to the system.
 3. Preparation of cost estimates for incorporation in CRCNV budgeting processes for future execution of work.
 4. Drawing support to assist with field marks, new drawing creation, moving to new drawing management systems, etc.
- ii. Substation
1. Operations and maintenance related projects such as breaker replacements, relay replacements, SCADA I/O upgrades and replacements, etc.
 2. Preparation of spill prevention and counter control plans for substation oil containing equipment;
- iii. Transmission
1. Operations and maintenance related projects such as OPGW fiber replacement, re-conductoring, structure analysis and replacement, etc.
 2. Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines.
 3. Preparation of transmission structure re-location designs;
- iv. Distribution
1. Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party distribution lines.
 2. New or updated distribution drop designs, structure analysis and recommendations, etc.
 3. Preparation of distribution structure re-location designs;
- v. Networking and Automation
1. Supervisory and data acquisition control system programming
 - a. Survalent SCADA System
 - b. SEL Relay and SCADA Aggregation System
 - c. Legacy ABB Relaying
 - d. Legacy Schneider Modicon PLC System

- e. Legacy Wonderware SCADA System
- 2. Communication system planning and analysis, including preparation of microwave signal interference studies.
- 3. Networking upgrade designs, switch replacements and upgrades, SONET ring upgrade designs, etc.
- vi. System Coordination and Protection
 - 1. Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system;
 - 2. Analysis of fault data and relay target data to identify the causes of various relay operations;
 - 3. Preparation of relay settings for various relay types, line, transformer, feeder, etc.
- vii. Studies and Strategic Planning
 - 1. Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

3. Required Deliverables

- a. Determined during project planning phase and to be included in contractor proposal, examples below:
 - i. Plan Drawings
 - ii. Plan and Profile Drawings
 - iii. Schematics
 - iv. Wiring Diagrams
 - v. Detail Drawings
 - vi. Cable Schedules
 - vii. Bill of Materials
 - viii. Surveying Documents
 - ix. Reports
 - x. Relay Settings and networking configuration files in applicable file format

4. Work by Owner

- a. The CRCNV will perform all switching at substation facilities in support of the Work by the Contractor.
- b. The CRCNV will provide reasonable access to the transmission and distribution facilities, 7:00 a.m. to 5:00 p.m., Monday through Thursday during periods which work has been scheduled.
- c. The CRCNV, subject to availability, may provide a designated area for Contractor's use to store tools, equipment and materials as indicated in a written Purchase Order.
- d. The CRCNV will provide drawings and technical data related to its transmission and distribution system to the Contractor as necessary in order for the Contractor to perform the Work. Copies of documents obtained pursuant to this Contract shall be returned to the CRCNV upon termination of this Contract.

ATTACHMENT B
INSURANCE SCHEDULE

ATTACHMENT B
INSURANCE SCHEDULE

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 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. **SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability pursuant to the latest edition of the Standard ISO Form CG 0001 coverage.

Requirements:

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

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

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

3. Worker's Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation against the State 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.

4. Professional Liability

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work for 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. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

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 **(Gina Goodman, 100 N. City Pkwy Ste 1100, Las Vegas, NV 89106)**. 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 Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT C
STATE SOLICITATION # 69CRC-S3220

ATTACHMENT C



STATE OF NEVADA
Colorado River Commission of Nevada
100 N. City Parkway, Suite 1100 | Las Vegas, NV 89106 Phone: 775-684-0170 | Fax: 775-684-0188

Solicitation: **69CRC-S3220**
For
Specialized Substation Safety and Maintenance Training

Release Date: **03/07/2025**
Deadline for Submission and Opening Date and Time: **4/10/2025 @ 2:00 pm**

Single point of contact for the solicitation:
David Rodriguez, Power Systems Engineering Manager
Phone, 702-373-9403
Email Address, drodriguez@crc.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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ATTACHMENT C

1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada, Colorado River Commission of Nevada is seeking proposals from qualified vendors to provide Specialized Substation Safety and Maintenance Training services as described in the scope of work and attachments.
- 2.2. The State intends to award multiple contract(s) in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The Colorado River Commission of Nevada shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada (CRCNV) owns and operates high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substation, 32 miles of 230-kV transmission lines, 5 miles 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of ten additional substations owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The goal of this solicitation can be seen in Attachment A – Scope of Work.

3. SCOPE OF WORK

- 3.1. See Attachments 4.1.1.

4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 4.1.1. Attachment A - Scope of Work
- 4.1.2. Attachment B - Terms and Conditions for Services

- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

- 4.2.1. Attachment C – Standard Form Contract
- 4.2.2. Attachment D - Insurance Schedule

- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

- 4.3.1. Attachment E - Cost Schedule
- 4.3.2. Attachment F - Proposed Staff Resume
- 4.3.3. Attachment G - Reference Questionnaire
- 4.3.4. Attachment H - Vendor Information Response – **Must Be Signed**
 - A. Vendor Contact Information
 - B. Vendor Information
 - C. Payment Authorization for use of Procurement Card
 - D. Name of Individual Authorized to Bind the Organization
 - E. Vendor Certifications
 - F. Confidentiality and Certification of Indemnification
 - G. Certification Regarding Lobbying

5. TIMELINE

5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

5.2. TIMELINE. The following represents the proposed timeline for this project.

5.2.1. All times stated are Pacific Time (PT).

5.2.2. These dates represent a tentative schedule of events.

5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 5:00 pm on 03/27/2025
B. Answers Posted.....	On or about 04/03/2025
C. Deadline for References.....	No later than 5:00 pm on 04/09/2025
D. Deadline Proposal Submission and Opening.....	No later than 2:00 pm on 4/10/2025
E. Evaluation Period (estimated).....	04/10/2025 - 04/24/2025
F. Selection of a Vendor (estimated).....	On or about 04/24/2025
G. Contract start date (estimated).....	05/15/2025

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

6.1.1. Proposals shall be kept confidential until a contract is awarded.

6.1.2. In the event that the solicitation is withdrawn prior to award, proposals remain confidential.

6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

6.1.4. Financial stability shall be scored on a pass/fail basis.

6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Addressed all Scope of Work items.....	50
B. Provided examples of Contractor's industry experience on all Scope of Work items.....	35
C. Provided example of final product/deliverables	5
D. Cost Factor.....	8
E. No redlines of State contract.....	2

6.1.6. Cost proposals will be evaluated based on the following formula.

A. $\text{Cost Factor Weight} \times (\text{Lowest Cost Submitted by a Vendor} / \text{Proposer Total Cost}) = \text{Cost Score}$

6.1.7. Presentations

A. Following evaluation and scoring specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

B. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in relative scores from technical and cost scores.

C. Following presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.

D. The State reserves the right to add additional criteria or presentations.

E. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

6.2. NEVADA-BASED BUSINESS PREFERENCE

6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

6.2.2. Nevada-based business is defined in NRS 333.3352(1).

6.2.3. The term 'principal place of business' has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business's corporate headquarters.

ATTACHMENT C

- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.
- 6.3. INVERSE PREFERENCE
 - 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
 - 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
 - 6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
 - 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposals shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on 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."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

- 8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.
- 8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.
- 8.3. INSURANCE SCHEDULE
 - 8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.
 - 8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
 - 8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
 - 8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 8.4. VENDOR BACKGROUND
 - 8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.
 - 8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.
- 8.5. VENDOR STAFF RESUMES
 - 8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
 - 8.5.2. A resume shall also be included for any proposed key subcontractor personnel.
- 8.6. SUBCONTRACTORS
 - 8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
 - 8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
 - 8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
 - 8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
 - A. How the work of any subcontractor(s) shall be supervised
 - B. How channels of communication shall be maintained
 - C. How compliance with contracts terms and conditions will be assured
 - D. Previous experience with subcontractor(s)
- 8.7. VENDOR FINANCIAL INFORMATION
 - 8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
 - 8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
 - 8.7.3. Proposing vendor shall provide the following financial information and documentation:
 - A. Dun and Bradstreet Number
 - B. Federal Tax Identification Number
 - C. The last two (2) full years and current year interim:

ATTACHMENT C

1. Profit and Loss Statements
2. Balance Statements

8.8. BUSINESS REFERENCES

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. The State will not disclose submitted references but will confirm if a reference has been received.
- 8.8.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included but are discouraged and should be kept to a minimum.

9.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

9.4. COST PROPOSAL

- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

9.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

- 9.7. OTHER ATTACHMENTS. If necessary, not recommended.

- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

ATTACHMENT D
VENDOR PROPOSAL



ATTACHMENT D

CRCNV Safety and Maintenance Training Technical Proposal

April 10, 2025

Proposal #: 664448.9990.0000

Prepared For:
Colorado River Commission of Nevada
(CRCNV)

Prepared By:
TRC Environmental Corporation





April 10, 2025

David Rodriguez
Power Systems Engineering Manager
Colorado River Commission of Nevada
drodriguez@crc.nv.gov

Subject: Colorado River Commission of Nevada
Safety and Maintenance Training
Proposal #: 664448.9990.0000

OUR MISSION

We understand our clients' goals and embrace them as our own, applying creativity, experience, integrity, and dedication to deliver superior solutions to the world's energy, environment, and infrastructure challenges.

Dear Mr. Rodriguez,

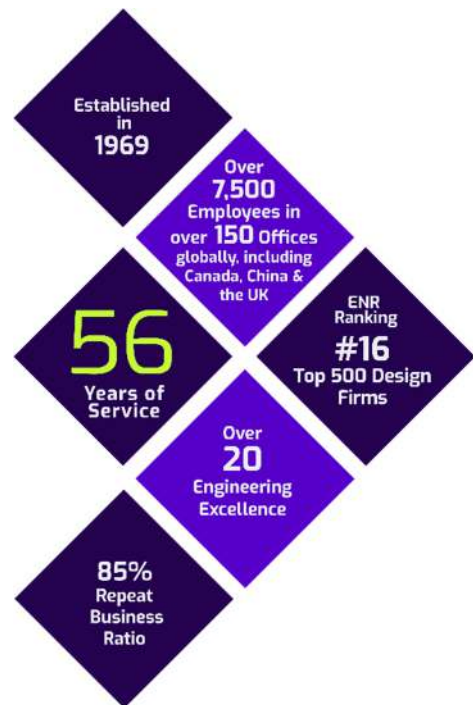
TRC Environmental Corporation (TRC) is pleased to submit this technical proposal for delivering Training Services for Colorado River Commission of Nevada employees. Attached you will find a comprehensive description of our services and TRC's planned approach for assisting you in the development of your key personnel.

TRC welcomes the opportunity to discuss this proposal with you. If any questions arise during your review, please do not hesitate to contact TRC.

Respectfully submitted,

Anna Campbell

Anna Campbell
Director, Technical Services



CRCNV Safety and Maintenance Training Technical Proposal

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1. TRC Power Academy

TRC is an engineering, consulting, and construction management firm that provides integrated services to the environmental, energy, infrastructure, and real estate markets. Our multidisciplinary project teams provide turnkey services to help our clients implement complex projects from initial concept to delivery and operation. A broad range of commercial, industrial, and government clients depend on us for customized and complete solutions to their toughest business challenges. Formed in 1969, and incorporated in the state of Connecticut in 1971, TRC now has more than 7,000 professionals in over 140 offices located throughout the nation. Many of our professionals come from industry, so we know your business from first-hand experience. This gives us insight into your business priorities, risks, and operations. Our industry experience assures you that we will deliver and execute solutions that meet your real-world needs and add true value to your operations.

OUR MISSION

We understand our clients' goals and embrace them as our own, applying creativity, experience, integrity, and dedication to deliver superior solutions to the world's energy, environment, and infrastructure challenges.

1.1. Experience

As a trusted advisor to the power industry, TRC delivers first-class field solutions through and for a highly trained workforce. Our training program helps utility managers, field engineers and technicians advance their knowledge and skills to safely implement equipment and systems and complete high visibility projects while maintaining reliability. Plus, you will earn Professional Development Hours (PDHs) and Continuous Technical Development (CTDs) credits for each course you complete.

Our training center in Lancaster, PA, is home to a fully equipped mock substation allowing you to experience hands-on how to properly and safely test and commission equipment and circuits. But we recognize that it isn't always feasible for professionals to attend pre-prescribed sessions due to their varied locations and rigid schedules. That is why we also deliver tailored training when and where you need it: in our classroom, on your site or online. We offer a pre-planned or customizable curriculum covering both technical and non-technical coursework.

1.2. Supplier Diversity

TRC understands that as a brand, an organization, and a people, we need to be part of the change we want to see in this world. Advancing diversity and inclusion within our organization as well as through our supply chain helps us live up to our values and achieve a positive impact for all our constituencies. Individuals from diverse backgrounds and abilities contribute varied skills, knowledge, experiences, and opinions, creating a problem-solving environment and providing our clients with innovative, diverse solutions and higher levels of service. Equally important, small and diverse businesses drive our national economy and serve to lift our communities.

TRC acknowledges our clients' diversity goals and strive to meet or exceed them in execution of each contract. Implementation of this Supplier Diversity Management Program (SDMP) is, therefore, flexible to accommodate these varying requirements, including project specific goals, performance tracking and reporting.

2. Scope of Work

TRC is uniquely qualified to offer a broad spectrum of training services.

2.1. Overview of TRC's Power Academy

Building the next generation of technicians and engineers is a core value of TRC. We have invested significantly in building best-in-class training systems. Our in-depth electrical training programs are designed to develop the talent and skills of our managers, engineers, and technicians and to enhance the level of safety and service that we provide to our clients. Our programs offer a series of accredited training courses built by industry subject matter experts and instructional design professionals and adhere to industry standards, regulatory requirements, and evolving technology and equipment specifications.

The TRC Power Academy is a nationwide Registered Continuing Education Provider (RCEP) demonstrating adherence to high-quality and effective practices in the development and delivery of power training courses. Our training courses are also approved by the International Electrical Testing Association (NETA). Power Academy delivers accredited Professional Development Hours (PDHs) and Continuing Technical Development (CTDs) for each course to satisfy development requirements for a number of professional licenses such as Professional Engineering and NETA Technicians Levels 2, 3, and 4. By focusing on behavior and engaging employees at all levels, TRC leadership commits to preventing accidents, reducing injuries, and fostering a culture of safety excellence.



Through continuous improvement and unwavering dedication to safety, TRC strives to help our clients achieve the ultimate goal of zero incidents in the workplace. TRC is a premier service provider that focuses on enabling organizations to create a high performing safety culture through best-in-class training and safety services. Our clients rely on us to achieve the following safety goals:

- **Enhance Safety Awareness:** Ensure all safety programs and trainings facilitate increased awareness of safety protocols and the importance of safe behavior across all job responsibilities.
- **Reduce Workplace Incidents:** Minimize the number of accidents and near-misses by leveraging data to identify leading indicators and designing programs to address unsafe behaviors before they result in injuries.
- **Promote a Positive Safety Culture:** Foster a culture where safety is a shared responsibility, and employees feel empowered to speak up about unsafe practices. Build safety expectations into all training and services provided.
- **Improve Employee Engagement:** Engage employees in the safety process, making them active participants in identifying and mitigating risks.

While compliance culture is important for ensuring that an organization meets legal and regulatory safety requirements, safety culture goes beyond compliance to create an environment where safety is a core value and intrinsic part of the organization's identity. A strong safety culture results in better safety performance and overall organizational well-being.

We believe TRC Power Academy is uniquely qualified to provide CRCNV with training services in the areas of electric power plants, substations, and electrical switchgear, and equipment and personnel safety to ensure CRCNV personnel meet industry work standards and requirements. We possess deep

expertise in providing high impact hands-on and theoretical trainings that meet all required regulatory requirements and enable a zero free safety culture across all levels of the organizations we support.

The TRC Power Academy training center in Lancaster, PA, offers two classrooms accommodating up to 20 participants and a fully equipped mock substation, complete with a control house and yard environment that simulates real-world conditions and scenarios. We also offer live instructor-led virtual trainings and on-site training options. Our training material, developed by highly experienced Subject Matter Experts and Instructional Designers, is provided in hard copy for in-person trainings and in downloadable format for virtual trainings.

Our instructors leverage interactive technologies including Microsoft office products, graphic tablets, whiteboards, and digital tools to enable an interactive and controlled learning environment and to ensure participants develop proficiency in a wide range of practical tasks. At the end of each training, RCEP certification is granted to all participants who complete and meet training requirements and an executive summary containing participant information, assessment scores, and training evaluation results is provided, as shown in Appendix A and Appendix B, respectively.

2.2. TRC's Qualifications

Power Sector Training Experience

- TRC has been providing environmental and power industry services for nearly 60 years.
- The TRC Power Academy provides clients with best-in-class electrical training that focuses on building the foundational power and human performance skills across several modalities including web-based, formal qualification/certification assessments, instructor-led, and AR/VR training.
- The TRC Power Academy instructional design team has over 50 years combined experience providing training services. The team includes data scientists, industrial psychologists, learning technologists and electrical safety experts. We specialize in using the latest learning technology and machine learning to build high impact learning solutions that provide leadership with insights on skill deficiencies and compliance gaps.
- All TRC Power Academy instructors have 20+ years of technical expertise and experience providing electrical safety training in the Power industry.



2.3. Why TRC Power Academy

In an industry where a single error may lead to widespread outages and injury, our method turns theory into reliable practice. We believe that even the most complex power system concepts can be made accessible. Our unique strength lies in our systematic training approach:

- **Human Performance and Safety** – A Core Value: At the heart of our training philosophy lies an unwavering commitment to human performance and safety. We recognize that in the high-stakes environment of power systems, human factors can be the difference between reliable operation and catastrophic failure. Therefore, we meticulously incorporate human performance principles and safety protocols into every aspect of our courses.
- **Theory Rooted in Reality:** We don't just teach abstract concepts; we anchor every theory in real-world applications. Our instructors, seasoned industry professionals, infuse lessons with their field experiences, making topics like differential protection and substation design relatable and immediately applicable.

- **The Power of Simplicity:** We excel in distilling intricate topics into clear, concise language. Whether it's explaining Ohm's law or relay coordination, our instructors use analogies, visual aids, and step-by-step breakdowns to ensure comprehension at all levels, from technicians to senior engineers.
- **Hands-On Mastery:** Theory comes alive in our labs. In courses like Testing and Commissioning of Instrument Transformers, participants don't just learn about the theory of operations for current transformers and potential transformers; they physically test them. This tactile learning cements understanding and builds confidence.
- **Customized Case Studies:** We tailor real-world case studies in our courses to mirror industry specific challenges in protection and control, as well as human performance and safety. This relevance accelerates learning and enhances knowledge retention.
- **Ongoing Support:** Learning doesn't end with a course. We emphasize relationship building with all our trainees. Our instructors provide continuous support for ongoing growth and problem-solving even months after training is concluded.
- **Measurable Learning Experience:** We prioritize quantifiable outcomes in our training programs. Throughout each course, participant comprehension and skill development are continuously assessed using interactive knowledge check software and performance rubrics. This real-time feedback allows instructors to adapt pacing and focus, ensuring thorough understanding. Additionally, every course concludes with a comprehensive assessment aligned with the learning objectives, measuring each participant's mastery of the material.
- **Partnership with Industry-Leading Equipment Manufacturers and Software Providers:** We actively engage and maintain partnerships with leading protection and testing equipment manufacturers and software providers, ensuring that our trainees gain the latest insights and hands-on experience with cutting-edge tools in our industry.
- **Quality and Impact of our Training:** We have conducted numerous trainings for various power utility companies across the United States. Examples of their testimonials, which speak to the quality and impact of our training, are included in Section 6.

3. Course Offerings

TRC Power Academy offers range of instructor-led trainings focused on power systems. The table below includes details of all recommended trainings per topic categories, along with a brief description, the modality, and duration. Each course includes the following:

- Roster development
- Logistical support regardless of modality of training course
- Upkeep of Learning Management System to support training tracking
- Online access to training materials
- Final assessment report card
- Certificate documenting professional development hours (PDHs) for continuing education credit (dependent on acceptance by the governing body)
- Customized executive post-training summary report including assessment results, key takeaways, and participant feedback










In-person Instructor-Led






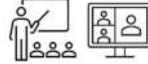


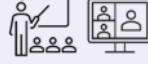












Virtual Instructor-Led



Virtual Self-Paced

	TITLE AND DESCRIPTION	DURATION	MODALITY	LOCATION
EQUIPMENT INSPECTION, PREVENTIVE MAINTENANCE, AND ADVANCED TESTING	Testing and Commissioning of Instrument Transformers Provides a general overview of instrument transformer operation, components, nameplate interpretation, application, and testing.	3 Days		Lancaster, PA
	Testing and Commissioning of Circuit Breakers Provides foundational theoretical and hands on training in the application, operation mechanism, maintenance and testing of circuit breakers used in the power utility industry.	3 Days		Lancaster, PA
	Testing and Commissioning of Power Transformers Provides an overview of transformer theory; power transformer construction, components, application, and phasor diagram; and the required acceptance tests for ensuring the serviceability of power transformers.	4 Days		Lancaster, PA
	Transmission Line Relay Theory and Testing Provides an overview of concepts and practices used to protect high voltage power transmission lines and a guiding principle for testing microprocessor relays.	3 Days		Lancaster, PA
	Testing and Commissioning of DC Systems Provides a general overview of required checks and tests for the commissioning of the battery and battery charger in the field.	2 Days		Lancaster, PA
	Best Practices of AC/DC Circuit Testing and Commissioning Covers various types of AC and DC circuits in power substations and safe work practices emphasizing the appropriate use of human performance tools.	4 Days		Lancaster, PA
	Application and Testing of Cables Provides an overview of recommended practices for the testing of control cables, metallic communication cables, fiber optic cables, and low-voltage and medium-voltage cables used in electric power transmission and distribution substations.	1 Day		Lancaster, PA or Client Site

	TITLE AND DESCRIPTION	DURATION	MODALITY	LOCATION
	Fiber Optics Fundamentals and Testing Provides an overview of the configuration, installation, and maintenance of fiber optic systems specific to outside plant applications.	2 Days		Lancaster, PA or Client Site
ELECTRICAL SAFETY	Human Performance and Safety Excellence Provides the essential human performance concepts, tools, teamwork aspects, leadership's role, and best practices in power utility industry through interactive exercises.	2 Days		Lancaster, PA or Client Site
	General Electrical Safety Provides the general understanding of electrical hazards, basic electrical concepts, and electrical terminology.	2 Hours		-
	Electrical Safety Power Generation, Transmission & Distribution Provides a general overview of Electric Power, Generation, Transmission and Distribution OSHA Standard 1910.269.	1 Day		Lancaster, PA or Client Site
	Importance of Tagging and Grounding in Substations Covers the importance of tagging and the various types of tags and controls used in a power substation.	2 Hours		-
SUBSTATION AND TRANSFORMER	Power Fundamentals Provides foundational understanding of the equipment found in substations and control houses, and the overview of critical concepts such as protection and control related in power grid.	3 Days		Lancaster, PA or Client Site
	Introduction to Electrical Drawings in Substations Provides theoretical and hands-on training in reading and interpreting the various types of prints encountered in substations.	2 Days		Lancaster, PA or Client Site
	Fundamentals of Power Transformer, Theory, Connection and Calculation Provides an overview of transformer theory, power transformer construction, components, application, and phasor diagram in addition to a review of transformer control circuit schematics.	2 Day		Lancaster, PA or Client Site
	Substation Equipment, Theory and Application Provides essential components, operational principles, and practical applications of equipment found in electrical substations, along with the necessary electrical hazard and safety protocols required for substation work.	2 Day		Lancaster, PA or Client Site
	Transformer Through Fault Testing Provides the theoretical knowledge and technical skills to successfully perform transformer through fault testing prior to substation energization.	2 Days		Lancaster, PA or Client Site
PROTECTIVE RELAYS	Introduction to Power System Protection and Control Provides foundational training in the areas of protective relays, protection schemes, instrument transformers, and other equipment used in power system protection and controls.	5 Days		Lancaster, PA or Client Site
	Basics of Microprocessor Relays Provides theoretical and hands-on training in the application of protective relay systems, microprocessor relay Boolean logic and operators, SEL-based logic and settings, and relay test equipment and related software.	3 Days		Lancaster, PA or Client Site
	Transmission Line Protection Theory and Testing Provides an overview of the concepts and practices used to protect high voltage power transmission lines and guiding principles for testing microprocessor relays.	3 Days		Lancaster, PA
	IEC 61850 Theory, Application, and Testing Provides theoretical and hands on training on the fundamentals and application of IEC 61850 and GOOSE messaging in addition to best work practices and methods for testing and commissioning 61850-enabled protection and control schemes.	3 Days		Lancaster, PA or Client Site

	TITLE AND DESCRIPTION	DURATION	MODALITY	LOCATION
PROTECTIVE RELAYS (CONT.)	Functional Interpretation of Protection and Control Schematics Provides concepts and practices necessary in reading and functionally interpreting all electrical drawings and schematics of real-world substation to conceptualize and analyze all protection elements, scheme, and control circuit.	2 Days		Lancaster
	Microprocessor Relay Testing using Automated Test Methods Provides hands-on training in foundational skills, techniques, and best practices for developing, assembling, editing, and documenting automated test plans for protective relay testing using Doble protection suite software.	3 Days		Lancaster
	Protection and Control Fundamentals: A Quick Start Introduces essential principles of protection and control in electrical power systems offering a solid foundation for those new to the field or looking to refresh their knowledge.	4 Hours		-
CUSTOMIZED	Customized Training Course Provides tailored training based on the client's specific needs, built by combining selected content from our existing courses to fit within a 4.5-day training schedule.	4.5 Days		Lancaster, PA or Client Site
LEADERSHIP	Performance Excellence Provides a highly interactive professional development experience focusing on foundational leadership topics and technical fieldwork including: Growth Mindset, Human Performance, Teamwork, Emotional Intelligence, and Communication Skills.	5 days		Client Site

4. Project Schedule and Timeline

TRC is committed to partnering with the client to develop an annual training schedule that is appropriate for both parties. We have ample resources to deliver multiple courses concurrently.

5. Past Performance

The three references are past and present clients within the last three years. The below clients demonstrate that TRC's personnel have the experience, knowledge, and capabilities in training services needed to execute the scope of work requested in the RFP.

1. Eversource

Contact Name: EOC, PPS, LCTE Support

Contact Information: Brian Fluss, 631-466-8300, brian.fluss@eversource.com

Dollar Value: \$8.6MM

Duration: 8/21/24 – 12/31/24

Services Provided & Work Performed: TRC provides EOC, PSS, LCTE resources to Eversource to support various CT/EMA/WMA projects (WOs).

2. Arizona Public Service (APS)

Contact Name: Engineering Training Analysis & Development

Contact Information: Meeghan Martin, 602-316-2506, meeghan.martin@aps.com

Dollar Value: \$247K

Duration: 9/20/22 – 12/23/22

Services Provided & Work Performed: TRC provided APS with training analysis and development services in support of the T&D Engineering training requirements. TRC performed a comprehensive review of the training program to ensure that the organization is prepared to meet current and future performance requirements focusing on: Job Task Analysis (JTAs) to identify gaps in the documentation and to ensure current documentation covers the full scope of work across all engineering areas.

3. Bureau Veritas Primary Integration (BVPI)

Contact Name: Data Center Testing and Commissioning Training

Contact Information: Dan Chlus, 845-242-1346, daniel.chlus@bureauveritas.com

Dollar Value: \$114K

Duration: 3/8/23 – 7/8/23

Services Provided & Work Performed: TRC provided BVPI employees with a 3-day in person course at TRC's Lancaster training facility. The courses were led by qualified instructors with deep experience in Data Center testing best practices. The following topics were included: Power Systems, Major Components, Lockout Tagout Safety Procedures, Physical Layout and One-Line Diagrams, Commissioning and Maintenance, and Testing Best Practices.

6. Course Testimonials

TRC's End of Course Surveys are used to find out how students or participants perceive the quality of courses, personnel, and instruction. The below are examples of unedited comments that came from TRC's recent training courses from 2022 – 2024.

Course Name: Introduction to Power System Protection and Control

Modality: In-person Instructor-led

Location: Client Site

Month and Year: May 2023

- The way the material was taught, and the use of examples was helpful in understanding the concepts and applications.
- Instructors were honestly perfect in their methods of teaching and balance in keeping the material understandable but still challenging.
- I would gladly work with, for, or attend additional training with either of the instructors.
- The instructors were highly knowledgeable and communicated well in delivering the content.
- Great instructors and they kept us engaged the whole time. Highly recommend this course and these instructors!
- The environment was welcoming and comfortable to learn and ask questions.
- Class exercises, and Q&A from instructors were very helpful. The instructors were both extremely knowledgeable and made the class material easy to learn.
- I thought the coverage of protection schemes was a good way to get in the head of the engineer and understand the design intent.
- Instructors were excellent! I loved their style. Kept everyone involved and on their feet. They also provided a lot of hands-on experience.
- I enjoyed learning about the theory and calculations that apply to the relays.

Course Name: IEC 61850 – Theory, Application, and Testing

Modality: In-person Instructor-led

Location: TRC Training Center-Lancaster, PA

Month and Year: June 2023

- The hands-on portion was exactly what I needed.
- I enjoyed the communication between the class and instructor, and the instructor's ability to answer all questions in a way that everyone understood.
- All aspects were thoroughly explained by the instructors before moving on to the next point.
- I liked becoming more familiar with IEC-61850 in the practical applications.
- Creating the test plan was very useful for me.
- Network software, architecture config, status and transmission time were beneficial. In addition, the participants' questions and instructor's answers at the end were good.
- This whole course was great, Instructors were very knowledgeable and had some really useful information.

Course Name: Power Systems Control Overview

Modality: Virtual Instructor-led

Location: Client Site

Month and Year: June 2024

- The ability to see the instructor write out diagrams and formulas as he discussed the topics was very helpful.
- The instructor was very knowledgeable and explained concepts well.
- I liked the instructor presenting his notes and equations on the screen. It was a great supplement to the slides. Well done!

Course Name: Introduction to Power Substation Electrical Drawings

Modality: In-person Instructor-led

Location: Client Site

Month and Year: April 2024

- Following along with the instructors as we reviewed prints was awesome.
- Running through how to connect the different prints based on the terminal points they hit and some of the layouts used in the substation for CTs, PTs, and power transformers was incredibly useful.
- I found running through examples step by step was very helpful. The presenters were keen on asking if people got lost, so they could provide support!
- Hands-on circuit tracing helped me the most. Trying to actually figure it out rather than someone just talking through it was the most impactful. The second day was definitely much more engaging and useful for my job responsibilities.
- The course was a good overview of drawings - enough to start and learn details with later application.

Course Name: Power Fundamentals

Modality: Virtual Instructor-led

Location: Virtual

Month and Year: January 2024

- The explanation, and the visual aids of working to get the solution was beneficial to me.
- I liked refamiliarizing myself with concepts learned in college.
- Aspects that were most beneficial to me were graphics and the instructor walking us through the examples for a better understanding of the material.
- For me, learning about the various substation equipment and what they do was the most beneficial.
- I liked the interactive discussions and the quick quizzes throughout the course.
- Going over electrical formulas was helpful for me.
- I liked the detailed coverage of the equipment, and what can cause arcs and overcurrent and most importantly safety.
- I really enjoyed it when the instructor used his overhead camera and walked us through examples. It was very useful to see and hear how it can be applied. Some of these concepts are not used on a daily basis, so it was good to see how they apply to the work P&C engineers perform. I am excited about how much I learned and I am looking forward to reviewing the material provided. Awesome class!

Course Name: Transmission Line Relay Theory and Testing

Modality: In-person Instructor-led

Location: TRC Training Center-Lancaster, PA

Month and Year: June 2022

- I think the theoretical part of the class was the most beneficial.
- Both the classroom learning, and hands-on activities worked really well together.
- Instructors were very interactive and knowledgeable. They kept students engaged and participating in exercises and discussions.
- The constructive questions the instructor asked throughout the theoretical portion made sure each student was engaged and understanding.
- Practical application and examples were excellent. Instructors were knowledgeable and kept the class well engaged during the course.
- The instructors were very knowledgeable and provided many good real world examples.
- Obviously, the actual hands-on training is extremely beneficial after training on the concepts learned in the classroom. Also, having the instructors & testers explain issues they have run into in the field are also very beneficial.
- The hands-on lab was great and the most beneficial.

ATTACHMENT D

COST SCHEDULE
Engineering Services

Vendor Name TRC Environmental Corporation

Direct Labor – Job Titles	Hourly Rate
A. Project Manager	\$ Please see cost proposal. Our bid is structured as a fixed fee per person cost per course participants.
B. Training Coordinator	\$ Please see cost proposal. Our bid is structured as a fixed fee per person cost per course participants.
C. Safety Specialist	\$ Please see cost proposal. Our bid is structured as a fixed fee per person cost per course participants.
D. Technical Specialist	\$ Please see cost proposal. Our bid is structured as a fixed fee per person cost per course participants.
E.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Approve a Lease Agreement between AVO Multi-Amp Corp dba Megger and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3224 for Electrical Test Equipment and software license for a term ending August 1, 2029, for an amount not to exceed \$700,000.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the lease agreement and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: Contract not to exceed \$700,000.

STAFF COMMENTS AND BACKGROUND:

A. Power Delivery Group's Six Year Project Plan

The Colorado River Commission of Nevada's (Commission) Power Delivery Group (PDG) operates a high voltage electrical transmission system that delivers power to the Southern Nevada Water Authority (SNWA) and Basic Magnesium Industries facilities. In addition, the PDG operates and maintains other SNWA and Clark County Water Reclamation District (CCWRD) stations fed by Nevada Energy. This supports the local economy in Southern Nevada for providing water pumping and waste-water treatment. The system provides the energy to move the water across a large part of the Las Vegas Valley.

The PDG started building an electrical system to provide service to SNWA in the late 1990s and the system has continued to grow over the past twenty-five plus years. Further, the system includes 27 high voltage substations, with three more expected to be completed in the next two years. The system also comprises various underground and overhead transmission lines, including 32 miles of existing transmission lines, with an additional ten miles planned for completion by the end of 2025. Furthermore, the system is exposed to increasing summer temperatures in the Las Vegas Valley, which place additional stress on infrastructure.

To manage capital and maintenance projects, the PDG has developed a Project Plan covering the years 2022 through 2031, outlining key initiatives. The plan is attached.

B. Industry Practice and Purpose for Contracts

In the utility industry, it is common to contract with external firms for maintenance and testing support, particularly for specialized or labor-intensive tasks. The PDG is looking to expand its list of available contractors to increase competition and open opportunities for additional firms that provide quality, specialized services.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF JUNE 10, 2025**

C. Proposed Lease

The proposed lease agreement is with AVO Multi-Amp Corp, doing business as Megger, for electrical test equipment. The agreement has a term ending August 1, 2029, with a total amount of \$700,000. This is an enabling lease that will allow the Commission's Power Delivery Group to access Megger's specialized testing equipment and software as needed for various electrical infrastructure projects, as well as for operations and maintenance of existing infrastructure.

D. Staff's Recommendation

Staff recommend the Commission approve the lease agreement and authorize the Executive Director to sign the contract.

CONTRACT FOR LEASE OF ELECTRICAL TEST EQUIPMENT

A Contract Between the State of Nevada

Acting by and Through its

Agency Name:	Colorado River Commission of Nevada
Address:	100 N. City Pkwy Ste 1100
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Shae Pelkowski
Phone:	702-376-9997
Email:	spelkowski@crc.nv.gov

and

Contractor Name:	AVO Multi-Amp Corp dba Megger
Address:	4545 W Davis St
City, State, Zip Code:	Dallas, TX 75211
Contact:	Tyler Bean
Phone:	214-330-3519
Email:	tyler.bean@megger.com

WHEREAS, NRS 333.150 authorizes the Administrator of Purchasing Division to approve the rental or lease of equipment by State agencies;

WHEREAS, the Colorado River Commission of Nevada conducted solicitation 69CRC-S3224 for electrical test equipment as authorized by the Purchasing Division;

WHEREAS, the Colorado River Commission of Nevada, pursuant to NRS 538.161, represents and acts for the State of Nevada in negotiation and execution of contracts for the use, planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State and is authorized to conduct their own solicitations; and

WHEREAS, it is deemed that the services 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 ("BOE").
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 equipment rental services 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 Lease of Electrical Test Equipment and all Attachments or Incorporated Documents.

F. “Contract for Independent Contractor” – means this document entitled Contract for Lease of Electrical Test Equipment 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 11, Contract Termination*.

Effective from:	Upon BOE Approval	To:	August 1, 2029
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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 electronic mail to the address(es) stated above.
5. **LEASE.** As described in Attachment AA, Contractor agrees to lease the State certain electrical test equipment as described in Attachment DD pursuant to a separate purchase order on an as needed basis.
6. **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
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # 69CRC-S3224
ATTACHMENT DD:	VENDOR PROPOSAL

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.

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

\$ as agreed	per	Purchase Order
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Total Contract Not to Exceed:	\$700,000
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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.

8. **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.
9. **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.

10. **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.
- 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.

11. **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 11D. 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 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 11C, 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 22, State Ownership of Proprietary Information*.

12. **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.
13. **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.
14. **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.

15. **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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
16. **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.
17. **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 BB*, 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 BB*, 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 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 17A, 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 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 17B, 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.

18. **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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.)
26. **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.

27. **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.
28. **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 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.
29. **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.
30. **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.
31. **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 state District Court, Clark County, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
32. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless 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. 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.

AVO Multi-Amp Corp dba Megger



6/3/25

Sales and Operations Manager

Independent Contractor's Signature

Date

Independent Contractor's Title

Colorado River Commission of Nevada

Executive Director

Eric Witkoski

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

Office of the Attorney General

On:

Michelle Briggs, Special Counsel

Date

ATTACHMENT AA
SCOPE OF WORK

COLORADO RIVER COMMISSION OF NEVADA

Electrical Test Equipment Services

SCOPE OF WORK

March 2025

REVISION 0



Revisions

<u>REVISION</u>	<u>DESCRIPTION</u>	<u>DATE</u>
0	INITIAL ISSUE	03/01/2025

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01 00 00 – GENERAL REQUIREMENTS

01 11 00 - SUMMARY OF WORK

1. Objective

- a. The Colorado River Commission of Nevada (CRCNV, Owner) Power Delivery Group (PDG) is looking for qualified electrical test equipment supplier for high voltage substation and transmission line test equipment as needed for the reliable operations and maintenance of the CRCNV Power Delivery system.

2. Scope of Work

- a. NRS 333.700(8)(b) authorizes state departments and agencies to contract for any work of construction or major repairs of state buildings without approval from the Board of Examiners if the contracting process is controlled by the rules of competitive bidding.
- b. The Colorado River Commission of Nevada, pursuant to NRS 538.161, negotiates and contracts for the planning, development or ownership of any facilities for the generation or transmission of electricity for the greatest possible benefit to this State.
- c. This scope of work covers the ability to use a contractor for the purpose of maintaining the Colorado River Commission of Nevada's high voltage transmission and substation public works assets.
- d. Contractor must provide a list of all available test equipment with monthly, and annual rental fees clearly shown. Contractor shall also provide calibration service pricing for Owner owned equipment.
- e. If additional services are available to be provided, please note them as Option pricing with associated documentation for explanation of the service and its benefit (training seminars, oil sampling, etc.)
- f. Contractor should be willing and capable of providing at a minimum the following services:
 - i. Test Sets Rental Types
 1. Protective Relaying

ATTACHMENT AA

- a. Line Relaying including End to End Testing Equipment (IRIG, etc.)
2. Transformer
3. High Voltage Cable (Up to 69kV)
4. Bushing
5. Circuit Breaker
 - a. 69kV and 230kV Ganged Circuit Breakers
6. Battery Testing
- ii. Test Results Database
 1. If vendor has an appropriate test results database product capable of syncing from the field to a local server, please provide pricing details as Option pricing.
 2. 5 Licenses
 3. SQL Database
 4. Hosted by Contractor
- iii. All test sets must come fully furnished with the associated accessories, laptops (if required for software licensing), software (including licensing), etc. required to operate them completely.
- iv. Options shall be provided for the ordering of each test set in case of specialized accessories, ex. IRIG synchronization, breaker timing capacitors, etc.
- v. Support services must be provided for all test sets with a phone number and email for field staff to reach in case assistance is needed with operating the equipment, or for result analysis support.
- vi. Calibration shall be valid for the entire duration of the rental period chosen. If calibration is required during the rental period, an updated piece of equipment shall be shipped ahead of the associated return of the device requiring calibration to allow for uninterrupted coverage in the field.

ATTACHMENT BB
INSURANCE SCHEDULE

ATTACHMENT BB

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. Contractor is free to purchase such 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. **Commercial General Liability – Occurrence Form**

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

Minimum Requirements:

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

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

2. **Automobile Liability**

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

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

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

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

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

a. Policy shall contain a waiver of subrogation against the State.

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

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

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

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

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, Department (Division) of _____ 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:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(State of Nevada Representative's Name & Address)**. 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 **(State's Representative's Name and Address)**. 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** subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ATTACHMENT CC

STATE SOLICIATION # 69CRC-S3224

ATTACHMENT CC



STATE OF NEVADA
Colorado River Commission of Nevada
100 N. City Parkway, Suite 1100 | Las Vegas, NV 89106 Phone: 775-684-0170 | Fax: 775-684-0188

Solicitation: 69CRC-S3224
For
Electrical Test Equipment

Release Date: **03/07/2025**
Deadline for Submission and Opening Date and Time: **4/10/2025 @ 2:00 pm**

Single point of contact for the solicitation:
David Rodriguez, Power Systems Engineering Manager
Phone, 702-373-9403
Email Address, drodriguez@crc.nv.gov

(TTY for Deaf and Hard of Hearing, 800-326-6868
Ask the relay agent to dial, 1-775-515-5173/V.)

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ATTACHMENT CC

1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

2. PROJECT OVERVIEW

- 2.1. The State of Nevada, Colorado River Commission of Nevada is seeking proposals from qualified vendors to provide Electrical Test Equipment services as described in the scope of work and attachments.
- 2.2. The State intends to award multiple contract(s) in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. Colorado River Commission of Nevada shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of four years.

2.3. AGENCY BACKGROUND

- 2.3.1. The Colorado River Commission of Nevada (CRCNV) owns and operates high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substation, 32 miles of 230-kV transmission lines, 5 miles 69-kV overhead transmission lines, eleven miles of 69-kV underground transmission lines and other related facilities in Clark County, Nevada. In addition, the Commission is responsible for the operation and maintenance of ten additional substations owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

2.4. GOALS AND OBJECTIVES

- 2.4.1. The goal of this solicitation can be seen in Attachment A – Scope of Work

3. SCOPE OF WORK

- 3.1. See Attachments 4.1.1.

4. ATTACHMENTS

- 4.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 4.1.1. Attachment A - Scope of Work
- 4.1.2. Attachment B - Terms and Conditions for Services

- 4.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

- 4.2.1. Attachment C – Standard Form Contract
- 4.2.2. Attachment D - Insurance Schedule

- 4.3. PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

- 4.3.1. Attachment E - Cost Schedule
- 4.3.2. Attachment F - Proposed Staff Resume
- 4.3.3. Attachment G - Reference Questionnaire
- 4.3.4. Attachment H - Vendor Information Response – **Must Be Signed**
 - A. Vendor Contact Information
 - B. Vendor Information
 - C. Payment Authorization for use of Procurement Card
 - D. Name of Individual Authorized to Bind the Organization
 - E. Vendor Certifications
 - F. Confidentiality and Certification of Indemnification
 - G. Certification Regarding Lobbying

ATTACHMENT CC

5. TIMELINE

5.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

5.2. TIMELINE. The following represents the proposed timeline for this project.

5.2.1. All times stated are Pacific Time (PT).

5.2.2. These dates represent a tentative schedule of events.

5.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions	No later than 5:00 pm on 03/27/2025
B. Answers Posted.....	On or about 04/03/2025
C. Deadline for References.....	No later than 5:00 pm on 04/09/2025
D. Deadline Proposal Submission and Opening.....	No later than 2:00 pm on 4/10/2025
E. Evaluation Period (estimated).....	04/10/2025 - 04/24/2025
F. Selection of a Vendor (estimated).....	On or about 04/24/2025
G. Contract start date (estimated).....	05/15/2025

6. EVALUATION

6.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

6.1.1. Proposals shall be kept confidential until a contract is awarded.

6.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.

6.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

6.1.4. Financial stability shall be scored on a pass/fail basis.

6.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Addressed all Scope of Work items.....	50
B. Provided examples of Contractor's industry experience on all Scope of Work items.....	35
C. Provided example of final product/deliverables	5
D. Cost Factor.....	8
E. No redlines of State contract.....	2

6.1.6. Cost proposals will be evaluated based on the following formula.

A. $\text{Cost Factor Weight} \times (\text{Lowest Cost Submitted by a Vendor} / \text{Proposer Total Cost}) = \text{Cost Score}$

6.1.7. Presentations

A. Following evaluation and scoring specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

B. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in relative scores from technical and cost scores.

C. Following presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.

D. The State reserves the right to add additional criteria or presentations.

E. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

6.2. NEVADA-BASED BUSINESS PREFERENCE

6.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

6.2.2. Nevada-based business is defined in NRS 333.3352(1).

6.2.3. The term 'principal place of business' has the meaning outlined by the United States Supreme Court in *Hertz Corp v. Friend*, 559 U.S. 77 (2010), typically meaning a business's corporate headquarters.

- 6.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 6.2.5. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

6.3. INVERSE PREFERENCE

- 6.3.1. The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.
- 6.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.
- 6.3.3. Vendors who meet this criterion must indicate it on their submitted Quote in NevadaEPro.
- 6.3.4. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.
- 7.2. NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
- 7.3. NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
- 7.4. INDEMNIFICATION. Required contract terms on Indemnification: "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 subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."
- 7.5. LIMITED LIABILITY. Required contract terms on 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."
- 7.6. CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 7.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 7.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 7.9. NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).
- 7.10. DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

8. CRITICAL ITEMS

8.1. In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

8.2. CONTRACT FORM. The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

8.3. INSURANCE SCHEDULE

8.3.1. The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

8.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

8.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

8.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

8.4. VENDOR BACKGROUND

8.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.

8.4.2. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

8.5. VENDOR STAFF RESUMES

8.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.

8.5.2. A resume shall also be included for any proposed key subcontractor personnel.

8.6. SUBCONTRACTORS

8.6.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

8.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.

8.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

8.6.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

- A. How the work of any subcontractor(s) shall be supervised
- B. How channels of communication shall be maintained
- C. How compliance with contracts terms and conditions will be assured
- D. Previous experience with subcontractor(s)

8.7. VENDOR FINANCIAL INFORMATION

8.7.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

8.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

8.7.3. Proposing vendor shall provide the following financial information and documentation:

- A. Dun and Bradstreet Number
- B. Federal Tax Identification Number
- C. The last two (2) full years and current year interim:

ATTACHMENT CC

1. Profit and Loss Statements
2. Balance Statements

8.8. BUSINESS REFERENCES

- 8.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.
- 8.8.2. Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.
- 8.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 8.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 8.8.5. Business references will not be accepted directly from proposing vendor.
- 8.8.6. The State will not disclose submitted references, but will confirm if a reference has been received.
- 8.8.7. The State reserves the right to contact references during evaluation.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
 - 9.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
 - 9.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
 - 9.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
 - 9.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.

9.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Critical Items
- E. Response to Scope of Work
- F. Proposed Staff Resumes
- G. Other Informational Material

- 9.3. PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

- A. Title Page
- B. Table of Contents
- C. Trade Secret information, cross referenced to the technical proposal

9.4. COST PROPOSAL

- 9.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

9.6. SIGNED ATTACHMENTS

- A. Vendor Information Response
- B. Vendor Certifications
- C. Confidentiality and Certification of Indemnification
- D. Certification Regarding Lobbying

- 9.7. OTHER ATTACHMENTS. If necessary, not recommended.

- 9.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.

ATTACHMENT DD
VENDOR PROPOSAL

COST SCHEDULE
Labor Support Services

Vendor Name AVO Multi-Amp

Direct Labor – Job Titles	Hourly Rate
A.	\$
B.	\$
C.	\$
D.	\$
E.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$

No hourly labor rates apply for AVO Multi-Amp bid

ATTACHMENT DD
VENDOR INFORMATION RESPONSE

Vendors shall complete and return this form in their proposal.
If the proposal includes subcontractors, form must be completed for each subcontractor as well.

1. VENDOR CONTACT INFORMATION

1.1 COMPANY NAME AND CONTACT INFORMATION:

The information provided in the table below shall be used for development of the contract, if awarded.

Requested Information	Response
Company Name:	AVO Mutli-Amp Corp AVO Multi-Amp
Company Street Address:	4545 W Davis St
City, State, Zip Code:	Dallas, TX 75211
Telephone Number, including area code:	214-330-3519
Toll Free Number, including area code:	800-723-2861
Email Address:	rentals@megger.com

1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

Requested Information	Response
Name:	Tyler Bean
Title:	Sales and Operations Manager
Address:	4545 W Davis St
City, State, Zip Code:	Dallas, TX 75211
Email Address:	tyler.bean@megger.com
Telephone Number, including area code:	214-415-7442
Toll Free Number, including area code:	800-723-2861

ATTACHMENT DD
VENDOR INFORMATION RESPONSE

2. VENDOR INFORMATION

2.1 Vendors shall provide an overall company profile in the following table:

Question	Response
Company Name:	AVO Multi-Amp Corporation
Ownership (sole proprietor, partnership, etc.):	C Corporation
State of Incorporation:	Texas
Date of Incorporation:	1951
# of years in business:	74
List of top officers:	Shay Yackee, General Manager Sales, N.A.
Location of company headquarters, to include City and State:	4545 W Davis St, Dallas, TX 75211
Location(s) of the office that shall provide the services described in this RFP:	4545 W Davis St, Dallas, TX 75211
Number of employees locally with the expertise to support the requirements identified in this RFP:	0
Number of employees nationally with the expertise to support the requirements in this RFP:	10
Location(s) from which employees shall be assigned for this project:	4545 W Davis St, Dallas, TX 75211

2.2 VENDOR LICENSING

2.2.1 **Please be advised:** Pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

2.2.2 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response			
Nevada Business License Number:				
Legal Entity Name:				
Is the Legal Entity Name the same name as vendor is Doing Business As (DBA)?	Yes	<input type="radio"/>	No	<input type="radio"/>
If the answer is 'No', provide explanation below:				

ATTACHMENT DD
VENDOR INFORMATION RESPONSE

2.3 STATE OF NEVADA EXPERIENCE

Question	Response			
Has the vendor ever been engaged under contract by any State of Nevada agency?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

2.3.1 If 'Yes', complete the following table for each State agency for whom the work was performed.

2.3.2 Table can be duplicated for each contract being identified.

Question	Response
State Agency Name:	
State Agency Contact Name:	
Dates Services Were Performed:	
Type of Duties Performed:	
Total Dollar Value of the Contract:	

2.4 CURRENT OR FORMER EMPLOYEE

Question	Response			
Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
If 'Yes', please explain when the employee is planning to render services; i.e., while on annual leave, compensatory time, or on their own time?				

2.4.1 If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

2.5 PRIOR OR ONGOING CONTRACTUAL ISSUES

2.5.1 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity.

2.5.2 Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Question	Response			
Does any of the above apply to your company?	Yes	<input type="radio"/>	No	<input checked="" type="radio"/>

2.5.3 If 'Yes', please provide the information in the table below.

2.5.4 Table can be duplicated for each issue being identified.

ATTACHMENT DD
VENDOR INFORMATION RESPONSE

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3. PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD


Using agencies may desire to use a Procurement Card as a method of payment to vendors.

PAYMENT AUTHORIZATION FOR USE OF PROCUREMENT CARD			
Question	Response		
Please indicate if you will accept this method of payment?	Yes	<input checked="checked" type="radio"/>	No <input type="radio"/>

4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

Requested Information	Response
Name:	Tyler Bean
Title:	Sales and Operations Manager

4.1 SIGNATURE OF INDIVIDUAL AUTHORIZED TO BIND THE VENDOR

Individual shall be legally authorized to bind the vendor per NRS 333.337	
Signature:	
Date:	04/04/2025

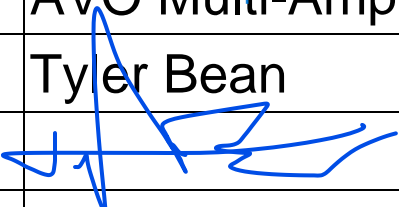
ATTACHMENT DD

VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

1. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
2. All proposed capabilities can be demonstrated by the vendor.
3. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
4. All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
5. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
6. All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
7. Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
8. All employees assigned to the project are authorized to work in this country.
9. The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
10. The company has a written policy regarding compliance for maintaining a drug-free workplace.
11. Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
12. Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Company Name:	AVO Multi-Amp
Print Name:	Tyler Bean
Signature:	
Date:	04/04/2025

ATTACHMENT DD
CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

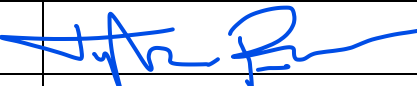
Submitted proposals, which are marked confidential in their entirety, or those in which a significant portion of the submitted proposal is marked confidential shall not be accepted by the State of Nevada. Pursuant to NRS 333.333, only proprietary information may be labeled a trade secret as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files flagged as confidential in NevadaEPro.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

If this proposal contains Confidential Information, Trade Secrets and/or Proprietary information. Please initial the appropriate response in the boxes below and provide the justification for confidential status. Attached additional pages if necessary.

Proprietary Information		Yes	<input type="radio"/>	No	<input checked="" type="radio"/>
Justification for Confidential Status:					
Company Name:	AVO Multi-Amp				
Signature:					
Print Name:	Tyler Bean				
Date:	04/04/2025				

ATTACHMENT DD

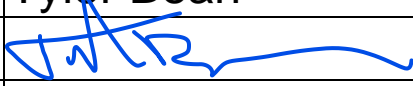
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:	AVO Multi-Amp
Project Title:	Electrical Test Equipment
Print Name of Official Authorized to Sign Application:	Tyler Bean
Signature of Official Authorized to Sign Application:	
Date:	04/04/2025



4/10/2025

Colorado River Commission of Nevada
100 N City Parkway, Suite1100
Las Vegas, NV 89106
RFQ 69CRC-S3220

Quote – LTOMC25041001
Quote validity is 30 days Incoterms: EXW: Factory
Megger is pleased to submit our proposal for 48-Month Lease

Part Number	Description	Qty	Year 1	Year 2	Year 3	Year 4
SMRT46-30P2F0A3S1 Relay Package	SMRT46-30P2F0A3S1, MGTR-II-50, Transit Case, Certificate of Calibration	1	\$46,975.00	\$46,975.00	\$46,975.00	\$46,975.00
EGIL CB Testing Package	CM-24390, Transit Case, Certificate of Calibration	1	\$13,860.00	\$13,860.00	\$13,860.00	\$13,860.00
TDM4540-P-PD Cable Testing Package	1015415 VLF SIN45, 128311042 VLF CR-40-TB Booster, 810003809 VK24, BNC Connection Cable 3m, 1014865 PDS60 PD Measuring System, 1006044 CB-PDD, 2008807 PD Calibrator, 90011937 PD Software License, 2007861 5m NAFTA Leads, 2011838 NAFTA Lead set PDS60 V2, 2007129 Notebook with PD SW installed, 502025220 US Mains Cable, Certificate of Calibration	1	\$67,030.00	\$67,030.00	\$67,030.00	\$67,030.00
VLF62 Cable Testing Package (Optional)	1015090 VLF62, 502025220 US Mains Cable, 2016300 US Clamp Set, Certificate of Calibration	1	\$20,355.00	\$20,355.00	\$20,355.00	\$20,355.00
ST25 Cable Testing Package	ST25-MM125T1, Certificate of Calibration	1	\$20,497.50	\$20,497.50	\$20,497.50	\$20,497.50
TRAX Testing Package	TRAX220 AJ19291, Software Package AJ-8030X, TDX120 AJ-69090, TSX303 AJ-69490, Trolley AJ-90040, Certificate of Calibration	1	\$46,767.50	\$46,767.50	\$46,767.50	\$46,767.50
PowerDB Lease Package	DB1001-A 1 st License (Year 1), DB1002-A 2-5 License (Year 1), DB2000 Support and Maintenance (Included in Year 1), DB2005 Hostin Database Set-up (Year 1), DB2004 Database Hosting per month, DB 3002 2-Day on-site training plus expenses (Year 1)	1	\$41,840.00	\$11,333.70	\$11,900.39	\$12,495.40
Laptop Package (Optional)	Laptop Package for EGIL243, TDM4540, VLF62, TRAX220	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Freight Estimates	Charges for initial shipments, swaps, returns	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
			Year 1	Year 2	Year 3	Year 4
Totals			\$262,325.00	\$231,818.70	\$232,385.39	\$232,980.40

Product Calibration Costs	
Product	Yearly Cost
SMRT46	\$715.00
EGIL	\$490.00

Megger USA

4545 West Davis Street, Dallas, Texas 75211, USA Phone (800) 723-2851 Email dallascustomerservice@megger.com

ST25	\$580.00
TDM45	\$580.00
VLF62	\$570.00
TRAX	\$580.00
TDX	\$580.00

See Terms and Notes on Following Page

*For calibration and service disruptions, TDM4540 Package will be covered by base unit VLF45SIN with Tan Delta.

*PowerDB billed as separate transaction.

*Calibration pricing provided for units as requested by scope of work. Leased units will not be charged for calibration certificates.

*Licenses, SQL Upgrade, and purchased Options support and maintenance is included for one year from the date of purchase, thereafter annual extensions are the agreed upon percentage of the current list price. Custom work, training, hosting and hosted Options are not subject to annual support and maintenance charges.

*Database Hosting per month, \$494 – per year, \$5,928.00 – reoccurring. For additional licenses please contact Megger. Licenses, SQL Upgrade, and purchased Options support and maintenance is included for one year from the date of purchase. Work, training, hosting and hosted Options are not subject to annual support and maintenance charges.

*Payment terms are net 30 days subject to credit verification. If tax exempt, certificate is required with your purchase order.

*Freight will be prepaid and added to your invoice, unless you choose to supply Megger with your collect account information at the time of order.

NOTES:

*Any test reports or other special documentation required must be requested at time of inquiry and may be subject to charge.

*Delivery lead times quoted by Megger are ex-factory unless otherwise noted. Shipment subject to change due to demand.

*Inspections by client representatives or third-party contractors add to the delivery time and should be documented in the quote / bid stage

*Megger maintains ownership of all units.

*Customer will be charged for lost accessories and damage to Megger equipment.

Once you have reviewed the enclosed information, should you have any questions or require additional information, please contact me or your local Megger Representative.

Tyler Bean
tyler.bean@megger.com
214-415-7442

Rentals and Leasing



Megger[®]
Systems and Services

69CRC-S3224
Technical Proposal

Table of Contents

1. Relay

2. Circuit Breaker

3. Cable

4. Transformer and Bushings

5. Software Database





Relay

SMRT46-30P2F0A3S1 with MGTR-II-50 to meet

- i. Test Sets Rental Types
 - i. 1. Protective Relaying 5 | P a g e
 - i. a. Line Relaying including End to End Testing Equipment (IRIG, etc.)

Small, rugged, lightweight, and powerful

Daisy chain up to five units and control all units on the same screen. This provides the channels of all the units into one test set

Intuitive manual operation with Smart Touch View Interface or the integrated onboard display

High current, high power output (60 A/319 VA RMS) per phase

Four voltage channels, three current channels, with convertible voltage channels provides one voltage and six currents

Dynamic, transient, and GPS satellite synchronised end-to-end testing capability IEC 61850 GOOSE testing capability and IEC 61850 9-2 LE sampled values compliant



Circuit Breaker

EGIL243 to meet

- i. Test Sets Rental Types
 - 5. Circuit Breaker
 - a. 69kV and 230kV Ganged Circuit Breakers

Suitable for testing timing and travel on all circuit breakers with single interrupter per phase

Extremely easy-to-use and reliable

Two separate timing channels for measurement of auxiliary contacts

Analog measurement channels for travel transducers or general voltage/current measurements



Cable

TDM45 to meet

3. High Voltage Cable (Up to 69kV)

Base module: VLFSinus 45kV for standard compliant withstand testing of short cables and dielectric loss measurement

ST25 to meet

3. High Voltage Cable (Up to 69kV)

Delivers 1600 J at 12.5/25 kV high voltage proof/burn and displays insulation resistance

E-Tray automatic test sequence to proof test, prelocate and pinpoint

ARC reflection MV cable prelocation

ICE MV cable prelocation

Multi-shot technology for ARM



Cable

VLF62 to meet

3. High Voltage Cable (Up to 69kV)

Performs cable withstand testing, cable diagnostics and sheath fault pinpointing

Smallest and lightest unit on the market in its class

Unique user-experience thanks to large colour-touch display

Automatic result interpretation as per latest IEEE 400.2 standard

Highest safety thanks to analogue residual voltage indicator



Transformer + Bushings

TRAX220, TDX120, TSX303 to meet

3. Transformer

5. Bushings

Replaces need for multiple test sets

Saves time by eliminating need for multiple instruments learning

User-friendly interface reduces training and testing time

Portable and compact system components for easy shipping

“State of the art” measurement methods for advanced diagnostic testing



Database

PowerDB Pro to meet

ii. Test Results Database

1. If vendor has an appropriate test results database product capable of syncing from the field to a local server, please

2. 5 Licenses

https://www2.powerdb.us/index.php?option=com_content&view=article&id=23&Itemid=126



Critical Items Response

iii. All test sets must come fully furnished with the associated accessories, laptops (if required for software licensing), software (including licensing), etc. required to operate them completely.

All Megger units without onboard computers will be provided laptops.

v. Support services must be provided for all test sets with a phone number and email for field staff to reach in case assistance is needed with operating the equipment, or for result analysis support

All units will be supported by Megger TSG Key Personnel

vi. Calibration shall be valid for the entire duration of the rental period chosen. If calibration is required during the rental period, an updated piece of equipment shall be shipped ahead of the associated return of the device requiring calibration to allow for uninterrupted coverage in the field

All units will come with required calibration certificates with loaner units provided for calibration intervals to the best of Megger's ability. Equivalent units may be provided temporarily for service disruptions, pending agreement from customer.

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM J
FOR MEETING OF JUNE 10, 2025**

SUBJECT: *For Possible Action:* Approval of Amendment No. 1 to Boulder Flats Solar Interconnection Project Documents Contract No. CRCBF-14 between the Colorado River Commission of Nevada and Summit Line Construction, Inc., to increase the contract price by \$744,017.51 relating to changes for the TS2 Interconnection.

RELATED TO AGENDA ITEM:
None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the CRCNV approve Amendment No. 1 to Contract No. CRCBF-14.

FISCAL IMPACT:
Amendment No. 1 will increase the contract price by \$744,017.51.

STAFF COMMENTS AND BACKGROUND:

A. Purpose of the Contract

Pursuant to NRS 538.161, the Colorado River Commission of Nevada (Commission) may execute contracts for the planning and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members. SNWA has requested the Commission to assist in the design and procurement of the electrical infrastructure for the Boulder Flats Solar Interconnection Project.

B. Background of Bid/Procurement

The original Request for Proposals (RFP) for the Transmission Line and Switchyard Construction was issued on January 9, 2024, that included the requirement of pre-bid attendance for all potential bidders. Bids were due on March 19, 2024. Four bidders were in attendance. Bids were due on March 19, 2024, three bids were received. The contract was awarded on May 14, 2024, to Summit Line Construction, Inc.

C. Need for Amendment No. 1

The original contract was for construction services for the 10-mile transmission line project being built to connect Southern Nevada Water Authority’s (SNWA) future solar project to Mead substation. Amendment No.1, to the original contract will allow for the expansion of the project to accommodate an interconnection of Townsite 2, a solar and battery project, being built near the Boulder Flats line by another developer.

D. Staff’s Recommendation

Staff recommend the Commission approve Amendment No. 1 to CRCBF-14 contract between the Commission and Summit Line Construction, Inc., and authorize the Executive Director to sign on behalf of the Commission.

**AMENDMENT NO. 1 TO
BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS
CONTRACT NO. CRCBF-14**

This Amendment No. 1 to the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Amendment No. 1”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Summit Line Construction, Inc. (“Contractor”). Unless otherwise indicated, capitalized terms used herein have the meaning ascribed to them in the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

A. The CRCNV contracted with Contractor for the construction of the Boulder Flats Solar Interconnection Project (the “Boulder Flats Project”) for the Southern Nevada Water Authority (“SNWA”).

B. The Boulder Flats Project consists of a new 230kV Switchyard and ten-mile long 230kV transmission line, located in Boulder City, Nevada and is currently under construction.

C. In 2024, SNWA contracted with Townsite Solar 2 LLC (“TS2”) to complete certain interconnection improvements to the Boulder Flats Project to allow TS2’s new solar project to interconnect to SNWA’s River Mountains System (“TS2 Interconnection”).

D. The Transmission Line & Switchyard Construction contract must be revised to complete the changes to the Boulder Flats Project for the TS2 Interconnection.

E. The CRCNV requests and Contractor agrees to amend the Project Documents to change the construction requirements for the Boulder Flats Project as needed for the TS2 Interconnection and any other changes that may occur by separate change order.

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

1. Contractor agrees to provide construction modifications for additional Work as detailed in the Change Order Summary described in Exhibit B (“Additional Work”) in accordance with the Project Documents.

2. The Contract Price shall be increased by \$744,017.51 for the Additional Work. The additional payment due shall be made in accordance with the payment procedures in the Project Documents.

3. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 1.

4. Except as otherwise provided herein, all provisions of the Project Documents are in full force and effect.

The Parties have executed this Amendment No. 1 on the date set forth below.

Colorado River Commission of Nevada

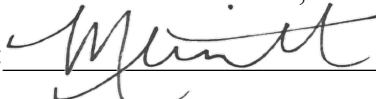
By: _____

Name: _____

Title: _____

Date: _____

Summit Line Construction, Inc.

By:  _____

Name: Melissa Marriott

Title: Director of Operations - S.NV

Date: 5/12/2025

EXHIBIT A

TABLE OF CONTENTS VOLUME I - VOLUME V and VOLUME II - CONTRACT FORM & CONDITIONS PROVIDED FOR AMENDMENT No. 1

Please contact:

Colorado River Commission of Nevada for other volumes of Contract CRCBF-14 if needed at crcadmins@crc.nv.gov
or call 725-246-0436.



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-14
Transmission Line & Switchyard Construction**

**Volume I - Volume V
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PWP-CL-2006-241

Awarded:
May 14, 2024

Boulder Flats Solar Interconnection Project

Contract No. CRCBF-14 Transmission Line & Switchyard Construction Contract Documents

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Boulder Flats Solar Interconnection Project

Contract No. CRCBF-14 Transmission Line & Switchyard Construction Contract Documents

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Volume V – Drawings



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-14
Transmission Line & Switchyard Construction**

Volume II – Contract Forms and Conditions

PWP-CL-2006-241

Awarded:
May 14, 2024

SECTION 700
Contract NO. CRCBF-14
Transmission Line & Switchyard Construction

THIS CONTRACT is made and entered into by and between the Colorado River Commission of Nevada, hereinafter referred to as the “Owner,” and Summit Line Construction, Inc., hereinafter referred to as the “Contractor.” The Owner and the CONTRACTOR are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

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

1. The Contractor shall perform and complete in a good and workmanlike manner all of the Work as defined in the Contract Documents, shall furnish all equipment and materials and all the tools and labor necessary to properly perform and complete the Work such that it shall be ready for use in accordance with the Contract Documents and the attached bonds, which are hereby declared and accepted as essential parts of this Contract and to accept the Contract Price as defined in the Contract Document as full compensation therefore.
2. The Owner shall pay Contractor the Contract Price in full compensation for Contractor’s full performance in the manner and upon the conditions set forth in the Contract Documents.
3. The Contract Documents, which comprise the entire Contract between the Owner and the Contractor for the performance of the Work, consist of everything included in Volumes I, II, III, IV, V and VI, which by this reference are incorporated and made a part hereof. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. The Contractor shall be bound and shall comply with each and every term, condition and covenant set forth in the Contract Documents.
4. Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

IN WITNESS WHEREOF, the Contractor and the Owner have executed five duplicate originals of this Contract this 5th day of June, 2024. The Owner will retain four counterparts and one counterpart will be delivered to the Contractor .

)

Summit Line Construction, Inc
By: Dylan Welsh Dylan Welsh
Its: President

ATTEST

A. McIl

COLORADO RIVER COMMISSION OF NEVADA

By: _____
Puoy K. Premsrirut
Chairman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

IN WITNESS WHEREOF, the Contractor and the Owner have executed five duplicate originals of this Contract this 5th day of June, 2024. The Owner will retain four counterparts and one counterpart will be delivered to the Contractor.


By: _____

Its: _____

ATTEST

COLORADO RIVER COMMISSION OF NEVADA


By: _____


Puoy K. Premsrirut
Chairman

ATTEST


Eric Witkoski
Executive Director

Approved as to Form:


Michelle Briggs
Special Counsel for Attorney General

**SECTION 750
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

Summit Line Construction, Inc.
4415 Andrews Street
North Las Vegas, NV 89081

SURETY (Name and Principal Place of Business):

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

OWNER (Name and Address):

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

CONTRACT

Date: July 1, 2024
Amount: \$ 10,156,461.42 *
Description: Contract No. CRCBF-14
Boulder Flats Interconnection Project
Transmission Line &
Switchyard Construction
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): July 2, 2024
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL (Seal below)

Company: Summit Line Construction, Inc.

Signature: *Dylan Wehl*

Name and Title: *Dylan Wehl*
President

Attest: *Josh Karmoles*

Name and Title: *Josh Karmoles*
Estimating Manager

SURETY (Seal below)

Federal Insurance Company &
Company: Liberty Mutual Insurance Company

Signature: *[Signature]*

Name and Title: *Sarah Murtha, Attorney-in-Fact*

Attest: *[Signature]*

Name and Title: *Rhonda Tischofer, Witness*



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

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

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

INCREASE PENALTY RIDER

BOND AMOUNT \$10,156,461.42 BOND NO. K41909110/ 906228006

To be attached and form a part of Bond No. K41909110/ 906228006 dated the 1st Day of July, 2024, executed by Federal Insurance Company/ Liberty Mutual Insurance Company as surety, on behalf of Summit Line Construction, Inc. as current principal of record, and in favor of Colorado River Commission of Nevada, as Obligee for Contract No. CRCBF-14, Boulder Flats Interconnection Project Transmission Line & Switchyard Construction, and in the amount of Ten Million One Hundred Fifty Six Thousand Four Hundred Sixty One Dollars and 42/100 (\$10,156,461.42).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Federal Insurance Company/ Liberty Mutual Insurance Company hereby consents that effective from the 1st Day of July, 2024, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Ten Million One Hundred Fifty Six Thousand Four Hundred Sixty One Dollars and 42/100 (\$10,156,461.42)

TO: Ten Million Six Hundred Sixty Three Thousand Five Hundred Sixty Two Dollars and 15/100 (\$10,663,562.15)

The INCREASE of said bond penalty shall be effective as of the 1st Day of July, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 23rd Day of August, 2024

Summit Line Construction, Inc.
PRINCIPAL

BY



Federal Insurance Company/Liberty Mutual Insurance Company

SURETY

BY

Michelle Anne McMahon, ATTORNEY-IN-FACT





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

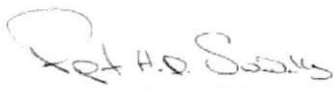
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Michelle Anne McMahon**


Surety Bond No. K41909110-906228006

Obligee: Colorado River Commission of Nevada

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of April, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

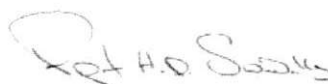
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 23, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTARIAL SEAL OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 503-3443 Fax (908) 903-3656 e-mail: surety@chubb.com



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Michelle Anne McMahon all of the city of Denver, state of CO, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Summit Line Construction, Inc.
Obligee Name: Colorado River Commission of Nevada
Surety Bond Number: K41909110-906228006

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

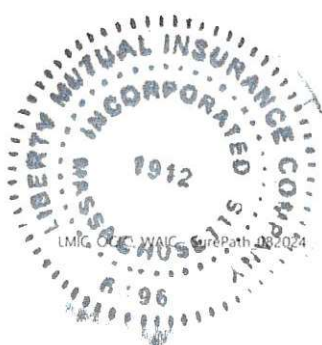
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**SECTION 800
PAYMENT BOND**

CONTRACTOR (Name and Address):

Summit Line Construction, Inc.
4415 Andrews Street
North Las Vegas, NV 89081

SURETY (Name and Principal Place of Business):

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

OWNER (Name and Address):

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

CONTRACT

Date: July 1, 2024
Amount: \$ 10,156,461.42 *
Description: Contract No. CRCBF-14
Boulder Flats Interconnection Project
Transmission Line &
Switchyard Construction
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): July 2, 2024
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL (Seal below)

Company: Summit Line Construction, Inc.

Signature: *[Signature]*

Name and Title: Dylan Welsh
President

Attest: *[Signature]*

Name and Title: Josh Knowles
Estimating Manager

SURETY (Seal below)

Federal Insurance Company &
Company: Liberty Mutual Insurance Company

Signature: *[Signature]*

Name and Title: Sarah Murtha, Attorney-in-Fact

Attest: *[Signature]*

Name and Title: Rhonda Tischofer, Witness



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner solely **for the protection from claimants supplying labor or materials** to the Contractor or to any of its subcontractors, for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes in time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave notice required by Subparagraph 5.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work is performed, any provision of this Bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions.
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Contract or Construction Contract: The Contract between the Owner and the Contractor identified on the signature page including all the Contract documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor or to perform in complete or comply with the other terms thereof.

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jonathan Gleason, Jennifer Godere, Richard Hackner, Rebecca M. Josephson, Michelle Anne McMahon, Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stewart and Connor Wolpert of Hartford, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 17th day of August 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 17th day of August, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 2nd, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

**SECTION 850
GUARANTY BOND**

GUARANTEE of:

(Name and Address of Prime Contractor)

We hereby guarantee that all work performed under the Contract Documents entitled, Contract CRCBF-14, Transmission Line & Switchyard Construction, which we have constructed, has been done in accordance with the Contract Documents. We agree to repair or replace any or all of our Work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or material within a period of one year after the Substantial Completion of the Work without any expense whatsoever to the Colorado River Commission of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing by the Colorado River Commission of Nevada, we collectively or separately, do hereby authorize the Colorado River Commission of Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction Work is started, it shall be carried through to completion.

Date: _____
Date of Substantial Completion

Amount: _____
(5% Final Contract Price)

(Contractor)

By: _____
(Signature)

(continued next page)

Countersigned Resident Agent in Nevada:

(Agent)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

Address: _____

Address: _____

Phone No. _____

Phone No. _____

(SEAL AND NOTARIZE ACKNOWLEDGMENT OF SURETY)

SECTION 900
CERTIFICATES OF INSURANCE

Colorado River Commission of Nevada
Boulder Flats Solar Interconnection Project
Contract No. CRCBF-14

(Insert Certificates after this page)



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)
04/23/2024

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

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

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B : --- SEE ATTACHMENT ---	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 17547357 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	MWZY 313093 24	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	MWTB 313092 24.	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313094 24	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property	N	Y	See Attached	05/01/2024	05/01/2025	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 15114112050 CRC: Maintenance Support

CERTIFICATE HOLDER

CANCELLATION

See Attachment

17547357 State of Nevada, Colorado River Commission of Nevada 555 E. Washington Avenue, Suite 3100 Las Vegas, NV 89101 T11 P1	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Additional Insured in favor of The State of Nevada(on all policies except Workers' Compensation/EL) where and to the extent required by written contract. Waiver of Subrogation in favor of The State of Nevada on the Workers' Compensation/EL and Property policy where and to the extent required by written contract and only where permissible by law.The Insurance afforded to the Additional as described in this Certificate of Insurance for work performed by the Named Insured is Insured primary and non-contributory to any similar coverage maintained by the Additional Insured where and to the extent required by contract. 30 Day Notice of Cancellation is included on all policies. The General Liability policy is silent as respects XCU coverage. Contractual Liability is included on the General Liability policy subject to policy terms, conditions and exclusions.

Builder's Risk / Contractor's Equipment / Real & Personal Property**Policy Term: May 1, 2024 to May 1, 2025****Insurers:**

Security	Policy Number(s)	Line	A.M. Best Rating
Starr Surplus Lines Insurance Company	SLSTPTY12041824/ ITH11994124/ SLOCON113947001	30%	A
General Security Indemnity Company of Arizona	FA0071813-2024-1	10%	A+
Great Lakes Insurance SE, MR F&C London	ENCST2400116	15%	A+
Swiss Re International Se, UK	ENCST2400116	10%	A
Underwriting Syndicate at Lloyd's – AXS 1686 (AXIS)	ENCST2400116	10%	A
Zurich Commercial Insurance UK	ENCST2400116	8%	A+
Aviva Insurance Company	ENCST2400116	17%	A

SECTION I — BUILDER'S RISK**Limit of Liability**USD 150,000,000 any one **OCCURRENCE*** for any **INSURED PROJECT***; plusAs declared To and agreed by Insurers for an individual **INSURED PROJECT*** in respect of Delay in Completion, subject to a maximum of 30% of the amount of the estimated contract value for the relevant **INSURED PROJECT*** in the aggregate**Annual Aggregate Limits of Liability****EARTHQUAKE***

USD 25,000,000 Within the entire state of California

USD 50,000,000 Within all other **EARTHQUAKE ZONE 1*****FLOOD***USD 25,000,000 Within **FLOOD ZONE 1***

USD 50,000,000 Within U.S. Territories & Possessions, and the Commonwealth of Puerto Rico

NAMED WINDSTORM*USD 50,000,000 Within **WIND ZONE 1*****SECTION II — CONTRACTOR'S EQUIPMENT & PROPERTY FOR RIGGING****Limits of Liability**USD 50,000,000 any one **OCCURRENCE*** in respect of **CONTRACTOR'S EQUIPMENT***USD 5,000,000 any one **OCCURRENCE*** in respect of **PROPERTY FOR RIGGING*****Annual Aggregate Limits of Liability****EARTHQUAKE***

USD 10,000,000 Within the entire state of California

USD 25,000,000 Within all other **EARTHQUAKE ZONE 1*****FLOOD***USD 25,000,000 Within **FLOOD ZONE 1***

USD 50,000,000 Within U.S. Territories & Possessions, and the Commonwealth of Puerto Rico

NAMED WINDSTORM*USD 25,000,000 Within **WIND ZONE 1*****SECTION III — Real & Personal Property****Limit of Liability**USD 50,000,000 any one **OCCURRENCE*****Annual Aggregate Limits of Liability****EARTHQUAKE***

USD 10,000,000 Within the entire state of California

USD 25,000,000 Within all other **EARTHQUAKE ZONE 1*****FLOOD***USD 25,000,000 Within **FLOOD ZONE 1***

USD 50,000,000 Within U.S. Territories & Possessions, and the Commonwealth of Puerto Rico

NAMED WINDSTORM*USD 25,000,000 Within **WIND ZONE 1***

SECTION 1000 GENERAL CONDITIONS

1. Definitions

- 1.1 “Acceptance” or “Final Acceptance” - The formal action by the Owner accepting the Work, or any portion thereof, as complete and satisfactory, subject to Contractor’s warranties.
- 1.2 “Acceptance Testing” - Any testing required by the Owner prior to, and as a prerequisite of, Owner’s Acceptance.
- 1.3 “Addenda” - Written or graphic instruments issued by the Owner prior to the opening of Bids that clarify, correct or change the Contract Documents.
- 1.4 “Application for Payment” - The form acceptable to Owner’s Representative which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.5 “Asbestos” - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.6 “As indicated” - Refers to references in the Drawings.
- 1.7 “As specified” - Refers to references in the Contract Documents.
- 1.8 “Bid” - The formal offer or proposal of the Bidder submitted on the prescribed Bid Form and Bid Schedule together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.
- 1.9 “Bid Security” - A certified or cashier’s check or Bid Bond accompanying the Bid in the amount of 5% of the Total Bid Price payable to the Owner as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Contract, and provide the necessary bonds, insurance certificates, and other required documentation.
- 1.10 “Bidder” - The person, firm, or corporation submitting a Bid for the Work to be performed.
- 1.11 “Bonds” - Performance and Payment Bonds and other instruments of security.

- 1.12 “Change Order” - A document signed by Owner and Contractor authorizing an addition, deletion or revision in the Work and, if warranted, an adjustment in the Contract Price or the Contract Times issued on or after the Effective Date of the Contract.
- 1.13 “Construction Site, Project Site, Site” - The Boulder Flats Switchyard and the land upon which it is located which shall be utilized by the Contractor in the performance of the construction, storage and access.
- 1.14 “Contract Documents” - All of the documents contained in Volumes I, II, III and IV, V, VI and any addenda thereto, of the Colorado River Commission of Nevada, Boulder Flats Solar Interconnection Project, Contract No. CRCBF-14. The term includes the Contractor’s Bonds, any Notice of Award or Notice to Proceed issued by the Owner, Contractor’s Bid and any documentation submitted by the Contractor and accepted by the Owner prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents. Shop Drawings and the reports and drawings referred to in Volume II, Section 1000, subsection 4.2.1 are not Contract Documents.
- 1.15 “Contract Price” - The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents and subject to all adjustments made in accordance with the Contract Documents, including but not limited to any amendments hereto, and subject to the provisions of Volume II, Section 1000, subsection 10.9 in the case of Unit Price Work, and subject to the assessment of liquidated damages.
- 1.16 “Contract Times” - The number of days or the dates stated in the General Requirements, and subject to all adjustments made in accordance with the Contract Documents, to: (I) achieve Substantial Completion; (ii) to achieve final completion, and (iii) achieve any interim milestones.
- 1.17 “Contractor” - The person, firm or corporation with whom Owner has entered into the Contract.
- 1.18 “Day” - A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.19 “Defective” - An adjective which when modifying the word Work refers to Work that is faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirement of any required inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner’s Representative recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at

Substantial Completion or such damage arises from the fault or negligence of Owner or its other contractors).

- 1.20 “Drawings” - The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared by the Owner and are provided in Volume IV of the Contract Documents. Shop Drawings are not Drawings as so defined.
- 1.21 “Effective Date of the Contract” - The date the Contract is executed by the Owner.
- 1.22 “Equipment” - Products with operational or non-operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items), excluding machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- 1.23 “Executive Director” - The executive director of the Colorado River Commission of Nevada.
- 1.24 “Field Order” - A written order issued by Owner which orders minor changes in the Work in accordance with Volume II, Section 1000, subsection 9.1 but which does not involve a change in the Contract Price or the Contract Times.
- 1.25 “Furnish, Install or Provide” - To pay for, deliver to site, unload and uncrate, assemble, place in position, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
- 1.26 “Hazardous Waste” - The term "hazardous waste" shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903), as amended from time to time.
- 1.27 “Indemnitees and Insureds” - The Colorado River Commission of Nevada, the Southern Nevada Water Authority, their affiliated governmental agencies, their respective members, directors, officers and employees, the water users of the Southern Nevada Water Authority: Las Vegas Valley Water District, Boulder City, City of North Las Vegas, City of Henderson, and each of their directors, officers, employees, and subcontractors.
- 1.28 “Labor Commissioner” - The person appointed and functioning pursuant to NRS Chapter 607 who is charged with enforcing the labor laws of the State of Nevada.
- 1.29 “Laws and Regulations; Laws or Regulations” - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over the Contract.

- 1.30 “Liens” - Liens, charges, security interests or encumbrances on Project funds, real property or personal property.
- 1.31 “Materials” - Products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form a part of the Work, excluding machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- 1.32 “Milestone” - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.33 “Notice of Award” -The written notice by the Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions.
- 1.34 “Notice to Proceed” - The written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor’s obligations under the Contract Documents which is mutually executed by Owner and Contractor.
- 1.35 “Owner” – For purposes of the Contract Documents means the Colorado River Commission of Nevada. In this regard the Colorado River Commission is serving as an agent of the Southern Nevada Water Authority whom shall retain ownership of the facilities and equipment comprising the Boulder Flats Switchyard.
- 1.36 “Partial Utilization” - Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.37 “PCBs” - Polychlorinated biphenyls.
- 1.38 “Petroleum” - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous wastes and crude oils.
- 1.39 “Procurement Contractor” - The corporation, company, partnership, firm or individual who has entered into an agreement with the Owner to furnish equipment for this Project.
- 1.40 “Products” - Purchased items for incorporation into the Work, regardless of whether specifically purchased for the project or taken from Contractor’s stock of previously purchased products, excluding machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

- 1.41 “Project”- The Owner’s Boulder Flats Switchyard Upgrade Project.
- 1.42 “Radioactive Material” - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.43 “Reference Drawings” - Drawings not specifically prepared for this Contract, but which contain information pertinent to the Work.
- 1.44 “Samples” - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.45 “Shop Drawings”- All diagrams, detail design calculations, fabrication, installation, and erection drawings, lists, graphs, catalog sheets, data sheets, and similar items, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.46 “Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of the Work, and materials, equipment, construction systems, standards, workmanship, and certain administrative details applicable thereto.
- 1.47 “Subcontractor” - An individual, firm or corporation having a direct contract with the Contractor or with another Subcontractor for the performance of a part of the Work at the Site.
- 1.48 “Submittals” - All Shop Drawings, product data, Samples, reports, and records which are prepared by the Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by the Contractor to the Owner as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.
- 1.49 “Substantial Completion” - The status of the Work (or a specified part thereof) when it has progressed to the point where, in the opinion of the Owner’s Representative as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the Owner’s Representative written recommendation for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. To be considered substantially complete, all electrical power, controls, and instrumentation facilities must be operational and ready for the Owner’s continuous use as intended.

- 1.50 “Substitutions” - Changes in products, Materials, Equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions (i) substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in Volume III, section 1600 for substitutions, (ii) revisions to the Contract Documents requested by Owner, and (iii) specified options of Products and construction methods included in the Contract Documents.
- 1.51 “Successful Bidder” - The best bid as evaluated by the Owner pursuant to the Owner’s Procedure for Award of Construction Contracts for the Power Delivery Project as provided in Volume I, Section 300 of the Contract Documents and to whom the Owner makes an award on the basis thereof.
- 1.52 “Superintendent” - The Contractor’s representative at the Site with authority to act on behalf of the Contractor.
- 1.53 “Supplier” - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the Contractor or with a Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a Subcontractor.
- 1.54 “Underground Facilities” - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and encasements containing such facilities, which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquids, petroleum products, telephone or other communications, cable television, sewage, drainage removal, control systems, or water.
- 1.55 “Unit Price Work” - Work to be paid for on the basis of unit prices.
- 1.56 “Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.57 “Work Day” - Any day the Contractor is performing Work under the Contract.
- 1.58 “Written Amendment” - A written amendment of the Contract Documents, signed by the Owner and the Contractor on or after the Effective Date of the Contract.

2. Preliminary Matters, Contract Times.

- 2.1 **Copies of Documents.** The Owner shall furnish to the Contractor copies of the Contract Documents as stated in Volume II, Section 700.
- 2.2 **Commencement of Contract Times, Notice to Proceed.** After receipt of all executable agreements, bonds, and certificates of insurance required hereunder, the Owner will issue a Notice to Proceed. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Contract.
- 2.3 **Commencement of Work.** The Contractor shall begin to perform the Work on the day indicated in the Notice to Proceed, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.
- 2.4 **Completion of Work.** The Contractor shall complete all required Work within the times specified in Volume II, Section 1000, subsection 13.9.
- 2.5 **Contractor's Preconstruction Responsibilities.** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Owner any conflict, error, ambiguity or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Owner before proceeding with any Work affected thereby.
- 2.6 **Certificates of Insurance.** Before any Work at the Site is started, the Contractor shall deliver to the Owner, with copies to each additional insured identified in Volume II, Section 1000, subsection 5, certificates of insurance (and other evidence of insurance which the Owner may reasonably request) which the Contractor is required to purchase and maintain in accordance with the Contract Documents.
- 2.7 **Preconstruction Conference.** Within ten (10) days after the Effective Date of the Contract, but prior to the commencement of Work at the Site, a preconstruction conference shall be held. The purpose of the preconstruction conference shall be to designate responsible personnel, discuss contract requirements and procedures, and establish a working relationship. Matters requiring coordination shall be discussed and procedures for handling such matters established. The conference attendees, location and agenda are set forth in Volume III, Section 1200. The Contractor shall bring to the conference:
 - 2.7.1 An estimated construction progress schedule indicating the starting and completion dates of the various stages of the Work.

- 2.7.2 A preliminary procurement schedule.
- 2.7.3 A preliminary schedule of Submittal submissions.
- 2.7.4 A list of all permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date of submittal for the permit, and the date by which the permit must be received.

3. **Contract Documents.**

- 3.1 **Integration.** The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents shall be construed in accordance with the laws of the State of Nevada.
 - 3.1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. All Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage, as being required to produce the intended result, will be furnished and performed by the Contractor at the Contractor's sole expense whether or not specifically called for.
 - 3.1.2 When words or phrases which have a well-known technical, construction industry, or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.
 - 3.1.3 Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the generally accepted standard specification or manual, or the applicable code or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner, or the Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents.
 - 3.1.4 In case of any conflict between manufacturers' data and the Contract Documents, the Contract Documents will take precedence unless the manufacturer's data conforms to data submitted with the Bid with a statement that the Bid is conditioned upon furnishing the Equipment and Materials defined in the manufacturers' data submitted therewith.

- 3.1.5 Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.
- 3.1.6 The Specifications are separated into Sections for convenience in defining the Work. Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of the Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 3.1.7 If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Owner's Representative in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification; however, the Contractor shall not be liable to the Owner for failure to report any conflict, error, or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- 3.2 **Amending Contract Documents.** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof only by formal Written Amendment or Change Order.
- 3.3 **Supplementing Contract Documents.** The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, only by Field Order or the Owner's written interpretation or clarification.
- 3.4 **Ownership of Contract Documents, Drawings and Specifications.** The Contractor and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by the Owner, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the Owner.

4. **Availability Of Lands, Subsurface And Physical Conditions, Reference Points.**

- 4.1 **Availability of Lands.** The lands and rights-of-way that are available for the Contractor's use to prosecute the Work is the area within the Boulder Flats Switchyard fence as identified in the Drawings. Areas outside of the perimeter of the Boulder Flats Switchyard as shown on the Drawings may only be used by the

Contractor if first approved by the Owner's Representative. The Contractor shall make his own arrangements and pay all expenses for additional Work area required by him outside the limits of land and right-of-way provided by the Owner. The Contractor shall confine his operations to the construction limits identified. Any Work performed in public rights-of-way, in addition to conforming to the Contract Documents, shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located.

4.2 Subsurface and Physical Conditions.

4.2.1 Reports and Drawings. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site and those drawings of physical conditions in or relating to existing surface or subsurface conditions at or contiguous to the Site have been utilized by the Owner solely for design purposes in preparing the Contract Documents and may not be relied upon by the Contractor in its performance of the Contract. The information contained in those documents may not be indicative of actual subsurface conditions that may be encountered and the Owner does not warrant and hereby disclaims responsibility for the accuracy of that information. The Contractor must conduct, and has conducted, its own pre-bid visual inspection in order to thoroughly familiarize itself with conditions at the Site. The determination of the actual character of subsurface material is the Contractor's sole responsibility. 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 Agreement, the Contract Price and time for performance shall be equitably adjusted by Change Order. Additionally, Contractor shall have no liability for an Underground Facility or utilities not shown or indicated on the Drawings and/or for which Contractor has complied with applicable state and local utility damage prevention laws and regulations.

4.2.2 Limited Reliance by Contractor on Technical Data. The reports, tests and drawings referred to in Volume II, Section 1000, subsection 4.2.1, if any, were generated to aid the Owner in assessing the suitability of facility locations, to compare the relative advantages of alternative design approaches, to develop structural requirements, and for other related design purposes. Such documents contain two types of information: Type A) factual technical data derived from direct observation, examination or testing of physical samples or specimens with descriptions or measurements of such samples and specimens derived from direct examination or testing by persons acting on behalf of the Owner; and Type B) interpretations, interpolations, extrapolations, conclusions, or opinions made or derived

from available evidence, including Type A data. The Owner accepts responsibility only for the accuracy of Type A data but hereby warns the Contractor that such data does not purport to represent and may not be indicative of all subsurface conditions that may be encountered by the Contractor. The Owner does not warrant and hereby disclaims all responsibility for Type B data and all other information other than the accuracy of Type A data, and all such information is to be used by the Contractor at the Contractor's sole risk. The obligation is upon the Contractor, before making its Bid, to make its own visual investigation as to all subsurface conditions and make its own interpretation of the character and condition of the materials which will be encountered. To this end the Contractor may excavate test holes as it deems necessary. Except as otherwise provided herein, ~~T~~he Contractor may not rely upon or make any claim against Owner, or any of their consultants with respect to:

- 4.2.2.1 the completeness of geotechnical information;
- 4.2.2.2 the completeness of such reports and drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto;
- 4.2.2.3 any interpretations, interpolations, extrapolations, conclusions, or opinions made or derived from any evidence by any person; and
- 4.2.2.4 any Type B information.

4.3 **Physical Conditions - Underground Facilities.**

- 4.3.1 **Shown or Indicated.** The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to the Owner by the owners of the underground facilities or by others.
 - 4.3.1.1 The Owner shall not be responsible for the accuracy or completeness of any Underground Facilities Information;
 - 4.3.1.2 The cost of all of the following will be included in the Contract Price and the Contractor shall have full responsibility for (i) reviewing and checking all Underground Facilities Information, (ii) locating all underground facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of underground facilities during construction, and (iv) the safety and protection of all underground facilities and repairing any damage thereto resulting from the Work.

4.3.2 **Not Shown or Indicated.** If an underground facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Volume II, Section 1000, subsection 6.23), identify the owner of the underground facility and give written notice to the Owner. The Owner's Representative shall promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the underground facility. If the Owner concludes that a change in the Work is required, a Change Order shall be issued. The Contractor shall be responsible for the safety and protection of the underground facility. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that any delay or increase in cost to the Contractor is attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and that the Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the Owner and the Contractor are unable to agree on entitlement to or the amount or length of any adjustment in Contract Price or Contract Times, the Contractor may make a claim therefore. However, the Owner shall not be liable to the Contractor for any claims, costs, losses or damages incurred or sustained by the Contractor on or in connection with any other project or anticipated project.

4.3.2.1 Generally, service connections are not indicated on the Drawings. Prior to commencing any Work at the Project Site, the Contractor shall be responsible for locating existing underground installations at or contiguous to the Project Site, in advance of excavating or trenching, by contacting all local utilities or Underground Service Alert (USA), and by prospecting.

4.3.2.2 All information relative to underground facilities shall be recorded and incorporated into the record documents required by Volume II, Section 1000, subsection 6.19.

4.3.2.3 The Contractor shall be responsible for any unauthorized interruption in the operation of underground facilities as a result of the Contractor's negligent operations. Unless the owner of the damaged facility elects to perform the repair and restoration work, the Contractor shall repair and fully restore any damaged underground facility to a condition at least equal to that which existed prior to the time of damage. All repair and restoration

work shall be performed to the satisfaction of the facility's owner and the Owner's Representative.

4.3.2.4 The Contractor shall arrange for any inspection of repaired or reconditioned utility facilities required by authorities having jurisdiction. All inspection fees shall be paid by the Contractor to the extent the damage is caused by Contractor's fault or negligence. If the facility's owner elects to perform the repair and restoration work, the Contractor shall render all assistance required. The Contractor shall be responsible for all just and reasonable expenses incurred by the facility's owner for such work to the extent the damage is caused by Contractor's fault or negligence.

4.4 **Reference Points.** The Contractor shall provide engineering surveys to establish reference points for construction which in the Owner's Representative's judgment are satisfactory to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior approval of the Owner's Representative. The Contractor shall endeavor to protect all reference points and shall report to the Owner's Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for all costs associated with the accurate replacement or relocation of such reference points by professionally qualified personnel to the extent caused by Contractor's fault or negligence.

4.5 **Hazardous Material and Waste.** The Contractor shall perform and complete all requirements included in the Contract Documents, regardless if shown or not, for compliance with all Environmental Protection Agency, Department of Transportation, Occupational Safety and Health Administration, Federal Energy Regulatory Commission and any other Federal, State, or local statutes, laws and regulations governing the handling, use, storage, conveyance, spill, release, clean-up or disposal of hazardous materials, petroleum products, solid or hazardous wastes. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations shall be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the Owner.

4.5.1 the Owner shall not be responsible for any asbestos, PCBs, petroleum, hazardous waste or radioactive material brought to the Site by the Contractor, Subcontractor, Suppliers or anyone else for whom the Contractor is responsible.

- 4.5.2 If the Contractor encounters any asbestos, PCB's, petroleum, hazardous waste or radioactive materials, the Contractor shall immediately: (i) stop all Work in connection with the hazardous condition and in any area affected thereby (except in an emergency as required by Volume II, Section 1000, subsection 6.23), and (ii) notify the Owner (and thereafter confirm such notice in writing). The Contractor shall not be required to resume Work in connection with a hazardous condition or in any area affected by a hazardous condition until after the Owner has obtained any required permits related thereto and delivered to the Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which Work may be resumed safely. If the Owner and the Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of a Work stoppage or special conditions under which Work is agreed by the Contractor to be resumed, either party may make a claim therefore.
- 4.5.3 If after receipt of special written notice referred to in Volume II, Section 1000, subsection 4.5.2, the Contractor does not agree to resume Work based on a reasonable belief that it is unsafe to do so, or does not agree to resume Work under such special conditions, then the Owner may order such portion of the Work that is in connection with the hazardous condition or in the affected area to be deleted from the Work. If the Owner and the Contractor cannot agree as to the entitlement to, amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting a portion of the Work, then either party may make a claim therefore. The Owner may perform the deleted Work.
- 4.5.4 Anything to the contrary notwithstanding, Contractor shall have no liability for any hazardous material not introduced to the Work location by it, and Owner shall indemnify, defend and hold harmless Contractor for any claims or liabilities arising from preexisting or latent hazardous material, except to the extent Contractor negligently or willfully exacerbates same and fails to take action to mitigate any resultant damage.
- 4.6 **Preservation of Cultural Resources.** The Contractor shall conform to the applicable requirements of the National Historic Preservation Act of 1966 and NRS 383.121 as they relate to the preservation of cultural resources. In the event potential cultural resources are discovered during subsurface excavations at the Site of construction, the following procedures shall be instituted:
- 4.6.1 The Owner's Representative shall issue a Field Order directing the Contractor to cease all construction operations at the location of such potential cultural resources. The area shall be marked by the Contractor in

an appropriate manner to ensure that all construction equipment, activities, and personnel remain clear of the area until further notice.

4.6.2 The Owner may retain a qualified archaeologist to evaluate the discovery, and in consultation with the State Historic Preservation Office, shall determine if any additional mitigation is required. The Owner shall implement any required study or removal. The Owner's Representative shall notify the Contractor when the mitigation is complete and construction in the affected area may resume.

4.7 **Burial Sites.** The Contractor shall comply with provisions of NRS 383.170 regarding procedures to be followed in the event a burial site is discovered during construction and shall be subject to the penalties provided for in NRS 383.180 regarding such sites. In the event a burial site is discovered, the Contractor shall notify the Owner's Representative immediately.

5. Insurance, Bonds and Indemnification.

5.1 **General.** The Contractor shall not commence any Work under this Contract until it obtains, at its own expense, all insurance and surety bonds as required in this section. The types of surety bonds and insurance to be obtained are Bid, Performance, Payment and Guaranty Bonds, and Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, and Property Insurance, as outlined in the following portions of this subsection. The Workers' Compensation, Employers' Liability and Automobile Liability shall be maintained in force for the full period of this Contract or until the Owner has finally accepted the Work, whichever occurs later. The Commercial General Liability policy shall be maintained in force for the full period of the Contract and for three years following final acceptance of the Work performance under this Contract by the Owner.

5.2 **Generally Accepted Professional Practices.** The Services provided and/or procured, and/or Work performed by the Contractor shall be in accordance with generally accepted applicable professional practices and principles, except where a higher standard is called for by this Contract. Except as otherwise set forth in this Contract, these insurance, bond and indemnification provisions are in addition to and cumulative to any other right of indemnification or contribution, which the Owner may have in law, in equity, or otherwise and shall survive the completion of the Project.

5.3 **Indemnification.** The Contractor indemnifies and saves harmless and defends Indemnitees against any and all third party claims, liability, loss, damage, cost, expense, award, fine or judgment (including reasonable attorneys' fees and costs) to the extent caused by Contractor's negligence in its conduct or performance of the Work including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of

death or bodily injury of persons, injury or damage to property, caused by the Contractor's negligent acts or omissions, except to the extent those losses are caused by the Indemnitees. In claims against any person or entity indemnified under this section by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor shall not be relieved of his duty to perform, indemnify, defend and hold harmless the Indemnitees nor shall the Owner or the Indemnitees be liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the Owner, fails to meet the full requirements herein.

- 5.4 **Performance, Payment and Guaranty Bonds.** The Contractor shall furnish with the executed Contract, a Performance and Payment Bond, each in an amount at least equal to the Contract Price, as security for faithful performance and payment of all the Contractor's obligations under the Contract Documents, pursuant to NRS 339. The Contractor shall also furnish a Guaranty Bond in the amount of 5 percent (5%) of the final Contract Price at Contract close-out which shall remain in effect for one year after Substantial Completion of the Work. The Contractor shall use the Performance and Payment Bond forms contained in the Contract Documents. All bonds shall be executed by sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". All Bonds signed by an agent must be accompanied by a certified copy of agent's authority to act. Only surety companies authorized to do business in, and having an agent for service of process in the State of Nevada will be acceptable. If the Surety on any Bonds furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall within ten (10) days thereafter substitute another Bond and Surety, both of which must be acceptable to the Owner.

- 5.5 **Intentionally Omitted.**

- 5.6 **Property Insurance.**

5.6.1 **Builders Risk Insurance.**

- 5.6.1.1 The Contractor shall purchase and maintain proper insurance upon the Work at the site, and the value of the Owner-furnished equipment and materials received and installed by the

Contractor, to the full insurable value thereof (subject to such deductible amounts as follows or required by Laws and Regulations). This insurance shall be on the completed value form, shall include the interests of the Owner, the Contractor, Subcontractors, and the Owner's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, (shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as flood) and shall include damages , losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. Deductible Amount: \$5,000.

5.6.1.2 All policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by the Contractor in accordance with Volume II, Section 1000, subsection 5.6 will contain a provision or endorsement that the coverage afforded will not be canceled or coverage reduced or renewal refused until at least thirty days' prior written notice has been given to the Contractor by certified mail and will contain waiver provisions in accordance with Volume II, Section 1000, Paragraph 5.6.3 below.

5.6.1.3 Intentionally Omitted.

5.6.1.4 Total value of the Owner-furnished equipment receive and installed by this contract:

\$800,000.00

5.6.1.5 All Builder's Risk Claims will be reported immediately to the Owner at (702) 856-3611 or fax (702) 856-3617.

5.6.2 Transit Insurance.

5.6.2.1 Transit Insurance shall be furnished by the Contractor to insure and protect the Contractor and the Owner from all risks of physical loss or damage to equipment and materials, not

otherwise covered under other policies, during transit from point of origin to the site of installation or erection.

5.6.2.2 This insurance shall be written on an All Risk basis with additional coverages applicable to the circumstances which may occur in the particular Work included in this Contract.

5.6.2.3 This insurance shall be in an amount equal to 100 percent of the manufactured or fabricated value of the items exposed to risk in transit at any one time.

5.6.3 **No Right of Recovery.** The Owner and the Contractor intend that any policies provided in response to Volume II, Section 1000, subsection 5.6 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds.

5.6.4 **Receipt and Application of Proceeds.**

5.6.4.1 Any insured loss under the policies of insurance required by Volume II, Section 1000, subsection 5.6 will be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Volume II, Section 1000, subsection 5.6.4.2. The Owner shall deposit in a separate account any money below so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.6.4.2 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing in fifteen (15) days after the occurrence of loss to the Owner's exercise of this power. If such objection be made, the Owner as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by a party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for proper performance of such duties.

- 5.6.5 **Acceptance of Insurance.** If the Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Volume II, Section 1000, subsection 5.6 on the basis of its not complying with the Contract Documents, the Owner shall notify the Contractor in writing thereof within ten days of the date of delivery of such certificates to the Owner.
- 5.6.6 **Partial Utilization – Property Insurance.** If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with Volume II, Section 1000, subsection 13.4, provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy; provided Contractor shall not be responsible for any damage or loss arising from Owner's fault or negligence.
- 5.7 **Industrial Insurance.** The Contractor shall procure, and maintain such insurance and see that its subcontractors (if any) purchase and maintain such insurance as required under Nevada Industrial Insurance Act, Nevada Revised Statutes, Chapters 616 and 617 for all of its employees working on the Project as described in this Contract.
- 5.8 **Employee Protection in Lieu of Industrial Insurance.** In the event any class of employees engaged in any work on the Project relative to this Contract is not protected under the Nevada Industrial Insurance Act, then the Contractor shall provide to the Owner adequate insurance coverage in a form and by an insurance carrier satisfactory to the Owner for the protection of such employees.
- 5.9 **Employer's Liability Insurance.** The Contractor shall procure and obtain Employers' Liability Insurance with limits as set forth in Volume II, Section 1000, subsection 5.12.
- 5.10 **Automobile Liability Insurance.** The Contractor shall procure and maintain automobile liability insurance limits as set forth in Volume II, Section 1000, subsection 5.12, written on a combined single limit basis for bodily injury and property damage including all owned, leased, hired or non-owned motorized vehicles and apparatus and shall specifically indicate "any auto" on the Certificate.
- 5.11 **Commercial General Liability Insurance.** The Contractor shall procure and maintain commercial general liability insurance coverage. The coverage under

this policy shall include, but not be limited to, commercial general liability, completed operations liability, protective liability, blanket contractual liability, products liability and broad form property damage. The Commercial General Liability Insurance policy shall be written for limits as set forth in Volume II, Section 1000, subsection 5.12. The amount of coverage, as a combined single limit, shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may occur directly or indirectly out of or arise out of or in connection with the activities under this Contract and for the defense of claims arising there from.

5.12 The amount of insurance required to be carried by the Contractor and each Subcontractor is as follows:

Value of Contract	Coverage	Limits of Liability
\$25,000 to \$1,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$1,000,000 per occurrence \$2,000,000 aggregate \$1,000,000 per occurrence Statutory \$100,000 each person
\$1,000,000 to \$5,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$2,000,000 per occurrence \$4,000,000 aggregate \$2,000,000 per occurrence Statutory \$100,000 each person
\$5,000,000 to \$10,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$3,000,000 per occurrence \$5,000,000 aggregate \$3,000,000 per occurrence Statutory \$100,000 each person
\$10,000,000 to \$20,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$5,000,000 per occurrence \$10,000,000 aggregate \$5,000,000 per occurrence Statutory \$100,000 each person
\$20,000,000 and Over	General Liability Automobile Liability Workers' Compensation Employers Liability	\$10,000,000 per occurrence \$10,000,000 aggregate \$5,000,000 per occurrence Statutory \$100,000 each person

- 5.13 Additional Insured. By endorsement (I.S.O. Form "CG2010" or its equivalent), the Owner, the Southern Nevada Water Authority, their member agencies and their officers and employees, and owner(s) of the property where the Work will be performed shall be included as an additional insured under the Automobile Liability and Commercial General Liability insurance policies as to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Contractor's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this Contract. To the extent of the indemnification obligations expressly assumed by Contractor hereunder, the Contractor's insurance shall be primary with respect to the additional insureds; and insurance coverage maintained by the Owner shall be in excess of the Contractor's insurance and be non-contributing,
- 5.14 Endorsements. The additional insured, as included by the endorsements, shall read as follows: "The Colorado River Commission of Nevada, the Southern Nevada Water Authority and its members and affiliated governmental entities, the Las Vegas Valley Water District, and their successors or assigns, including their directors, officers and employees, individually and collectively; and the owner(s) of property where the Work will be performed."
- 5.15 Waiver of Subrogation. By endorsement (I.S.O. Form #CG 24 04 12 19 or its equivalent), the Contractor's insurance carriers (except from Nevada Workers' Compensation) shall waive their rights of recovery against the Colorado River Commission, the Southern Nevada Water Authority and its members and affiliated governmental entities and other additional insured as defined in Volume II, Section 1000, subsection 5.14, and their successors or assigns including their directors, officers and employees individually and collectively to the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Contractor.
- 5.16 Primary Insurance. In the event of any claim by a third party for loss, the insurance policies of the Contractor shall be primary insurance to the extent of the indemnity obligations expressly assumed by Contractor hereunder. To such extent, any of the Owner's insurance shall stand in an unbroken chain of coverage in excess of the Contractor's scheduled underlying primary coverage.
- 5.17 Evidence of Insurance Required. At the time of executing this Contract and before commencement of the Work, the Contractor and Subcontractors shall have delivered to the Owner Certificates of Insurance that attest to the fact that the Contractor and Subcontractors have obtained the insurance as required in the insurance section of this Contract.

- 5.18 Owner's Satisfaction with Form and Content. The Certificate of Insurance and related endorsements must be satisfactory to the Owner as to form and content and must comply with all insurance requirements as set forth herein or the certificate and endorsement may be rejected; and thereby, at the option of the Owner, rendering this Contract cancelable.
- 5.19 Endorsements. All endorsements are to be dated, reflect the name of the insurance company, the type of insurance and policy number, be executed by a duly authorized representative of the insurance company and be attached to the certificate.
- 5.20 Contractor's Name. The full legal operating names of the Contractor and insurance carrier shall be properly shown where applicable.
- 5.21 Separate or Cumulative Coverage. By endorsement (I.S.O Form #CG 25 01 12 19 or its equivalent), the limits of Commercial General Liability Insurance as required in this Contract shall apply separately to this Project and shall not be reduced by other claims unless the insurance carrier has provided an endorsement agreeing, during the term of the Contract, to immediately notify the Owner each time the Commercial General Liability limits have been impaired by more than ten percent (10%), either cumulatively or severally, of the limits indicated on the certificate.
- 5.22 Owner's Right to Obtain Insurance. If the Contractor fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the Owner shall have the right, if the Owner so chooses, to procure and/or maintain the said insurance for and in the name of the Contractor with the Owner as co-insured and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event the Contractor fails to pay cost, the Owner hereby has the right to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.
- 5.23 Nevada-Based Insurance Providers. The insurance and bonds specified in this section of the Contract will be written with property and casualty insurance companies admitted to do business in Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.
- 5.24 Nevada Agent. The evidence of insurance coverage and all endorsements, if written by an agent outside the State of Nevada, shall be countersigned by a Nevada Resident Agent.

- 5.25 Cost of Claims. The cost of any claims under any policy(ies) with deductibles and/or self-insured retentions (except the Builders' Risk Insurance) shall be the sole responsibility of the Contractor.
- 5.26 Deductibles. With respect to any and all insurance required under this subsection of the Contract shall be borne by Contractor.
- 5.27 Intentionally Omitted.
- 5.28 Notice of Cancellation. The Certificate of Insurance will provide for 30 day written notice of cancellation, or nonrenewal or any reduction in the coverage for all insurance policies required in this contract other than Nevada State Workers' Compensation insurance.
- 5.29 Renewal Certificates. Renewal certificates and related endorsements will be provided to the Owner not later than fifteen (15) calendar days prior to the expiration date of the then current coverage.

6. Contractor's Responsibilities.

- 6.1 **Supervision and Superintendence.** The Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in a safe manner and in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence or error of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.2 **Contractor's Superintendent.** The Contractor shall keep on the Work at all times during its progress a competent resident Superintendent. All communications given to the Superintendent shall be as binding on the Contractor. Whenever the Superintendent is not present at any particular Work Site he shall designate a person in charge (Acting Superintendent). Any information given by the Owner's Representative to the Acting Superintendent shall be as binding as if given to the Superintendent.
- 6.3 **Labor and Working Hours.** The Contractor shall provide competent, suitably qualified personnel to survey, lay out, provide and construct the Work as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during standard work hours, Monday through Friday, and the

Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to OWNER'S Representative. Written notice of the Contractor's request to work overtime, on Saturdays, Sundays or any legal holiday must be received by the Owner forty-eight (48) hours in advance.

- 6.4 **Materials, Equipment, Etc.** Unless otherwise specified in Volume III, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 **Quality of Work.**

- 6.5.1 All materials and equipment furnished by the Contractor shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents. When the quality of a material, process, or article is not specifically set forth in the Contract Documents, commercial quality of the materials, process, or article shall be provided.
- 6.5.2 The Contractor shall check and verify all dimensions and conditions in the field as reasonably required during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to the Contractor's (including Subcontractor's) failure to comply with this requirement. The Contractor shall visually inspect related and appurtenant Work and report in writing to the Owner's Representative any apparent conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all Site conditions, except for concealed or latent conditions, and any required removal, repair, or replacement caused by unsuitable visible conditions shall be performed by the Contractor solely and entirely at the Contractor's expense.
- 6.5.3 All work performed by the Contractor and Subcontractors shall be inspected by the Contractor and nonconforming Work and any safety hazards in the work area shall be noted and promptly corrected. The Work shall be conducted under the general observation of the Owner's Representative and is subject to inspection by the Owner's Representatives to ensure strict compliance with the requirements of the

Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The Owner's Representative shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. The presence of the Owner's Representative or any inspector(s), however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is the responsibility of the Contractor. No act or omission on the part of the Owner's Representative or any inspector(s) shall be construed as relieving the Contractor of this responsibility. Inspection of Work later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming Work. The Owner may accept nonconforming Work if the Contractor offers compensation acceptable to the Owner and it is in the Owner's best interest as determined by the Owner.

- 6.5.4 All materials and articles furnished by the Contractor or Subcontractors shall be subject to rigid documented inspection, by qualified personnel, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Contractor and the Owner's Representative or other designated representative. The Contractor shall receive, maintain and catalog any material safety data sheet (MSDS) provided in connection with any materials or articles used in the Work. No Work shall be backfilled, buried, cast in concrete, covered, or otherwise hidden until it has been inspected. Any Work covered in the absence of inspection shall be subject to being uncovered. Where un-inspected Work cannot be easily uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection.
- 6.5.5 All materials and articles furnished to the Contractor by the Owner shall be subject to rigid visual inspection by the Contractor before being used or placed by the Contractor. The Contractor shall inform the Owner's Representative, in writing, of the results of said inspections within one working day after completion of inspection. In the event the Contractor believes any material or articles provided by the Owner to be of insufficient quality for use in the Work, the Contractor shall immediately notify Owner's Representative.
- 6.5.6 The Owner's Representative or designated representative, acting for the Owner, shall have the right at all times and places to reject any articles, materials, equipment or Work to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles materials are detected at the point of manufacture or after completion of the Work at the Site through the warranty period.

6.5.6.1 If the Owner's Representative, through an oversight or otherwise, has accepted materials or Work which are defective or in any way contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected through the warranty period. The Contractor shall promptly remove or replace rejected articles or materials from the Site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials, as specified therein, shall be borne by the Contractor. Failure to promptly commence and diligently pursue action to remove and replace rejected Work shall be considered a breach of this contract and the Owner may, after 7 days notice, terminate the Contractor's right to proceed with the affected Work and remove and replace the Work and issue a back charge to cover the cost of the Work.

6.5.7 During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner.

6.6 **Adjusting Progress Schedule.** The Contractor shall submit to the Owner's Representative for acceptance proposed adjustments in the progress schedule that will not change the Contract Times, or Milestones. Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto. Proposed adjustments in the progress schedule that would change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Volume II, Section 1000, subsection 11.1. Such adjustments may only be made by a Change Order.

6.6.1 If the Contractor fails to meet the Milestone on the approved Project Schedule, the Owner may deduct from the Contractor's progress payment a sum equal to the liquidated damages of such Milestone as shown in Volume II, Section 1000, subsection 13, for the number of days the Contractor is behind schedule.

6.6.2 In the event that the Contractor works overtime, weekends or holidays to regain the schedule for delays for which Contractor is responsible, all of the Owner's additional or premium costs resulting from inspection, or construction management resulting from such overtime, weekend or holiday work shall be identified to the Contractor and the Contract Price reduced by a like amount via Change Order.

6.6.3 The Contractor's employee responsible for scheduling and coordinating Work at the Site shall attend all meetings convened by the Owner or the Owner's Representative for the purpose of scheduling the Work at the Construction Site.

6.7 **Substitutes or "Or-Equal" Items.** Whenever Equipment or Materials are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, Equipment or Materials of other Suppliers may be accepted by the Owner if sufficient information is submitted by the Contractor to allow the Owner to determine that the Equipment or Material proposed is equivalent or equal to that named.

6.7.1 If the Contractor wishes to furnish or use a substitute item of Equipment or Material, the Contractor shall make written application to the Owner for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified. The application shall state i) that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of Substantial Completion on time; ii) whether acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for work on the Project); and iii) whether incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service for the substitute shall be indicated. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

6.7.2 If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to the Owner, if the Contractor submits sufficient information to allow the Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Owner will be similar to that provided for substitute Equipment and Material.

- 6.7.3 The Owner shall be allowed a reasonable time within which to evaluate each proposed substitute. The Owner shall be the sole judge of acceptability, and no substitute will be ordered, installed, or used without the Owner's prior written acceptance which shall be evidenced by either a Change Order or an approved Submittal. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 6.7.4 The Owner shall record the time required by the Owner and the Owner's Consultants in evaluating substitute(s) proposed or submitted by the Contractor pursuant to Volume II, Section 1000, subsection 6.7.1 and 6.7.2, and in making changes in the Contract Documents occasioned thereby. Whether or not the Owner approves a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Owner and the Owner's Consultants for evaluating each such proposed substitute.
- 6.8 **Subcontractors, Suppliers and Others.** The Contractor shall perform with his own organization work amounting to not less than fifty-one (51) percent of the combined value of all items of the Work covered by the Contract.
- 6.8.1 Report to Labor Commissioner. In compliance with NRS 338.013(2), the Contractor shall report to the Labor Commissioner the name and address of each Subcontractor whom he engages for Work on the Project within ten (10) days after the Subcontractor commences Work on the Contract.
- 6.8.2 The Contractor shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom the Owner may have reasonable objection.
- 6.8.3 Particular consideration shall be given to the qualifications of each Subcontractor proposed on the Subcontractors Information list contained in Volume I, Section 600. The use of Subcontractors listed by Bidder and accepted by the Owner prior to the Notice of Award will be required in the performance of the Work.
- 6.8.4 No acceptance by the Owner of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the Owner to reject defective Work.
- 6.9 **Contractor's Responsibilities Regarding Subcontractors and Supplies.** The Contractor shall be fully responsible to the Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions.

- 6.9.1 Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between the Owner and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.9.2 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor. The Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Owner's Representative through the Contractor.
- 6.10 **Specifications and Drawings.** The sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 6.11 **Written Agreements with Subcontractors.** All Work performed for the Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of the Owner, and contains or incorporates provisions whereby the Subcontractor or Supplier waives all rights against the Owner, the Contractor, their Consultants and all other additional insured for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, the Contractor shall obtain the same.
- 6.12 **Patent Fees and Royalties.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and, if to the actual knowledge of the Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify and hold harmless Indemnitees, and anyone directly or indirectly employed by Indemnitees, from and against all claims, costs, losses and damages arising out of

or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents. The Contractor does¹ further agree to indemnify indemnitees against any suit or claim brought or instituted, whether or not such suit or claim be rightfully or wrongfully brought or instituted, and in any case, Indemnitees shall be at liberty to employ attorneys of their own selection to appear and defend the suit(s) on Indemnitees' behalf at the sole expense of the Indemnitees. Anything to the contrary notwithstanding, to the extent that the Contractor is required by the specifications, or by the written direction of Owner to provide the offending design, apparatus or article, then Contractor makes no warranties, and shall have none of the aforementioned liabilities nor responsibilities, including any responsibility to indemnify and/or hold harmless and/or defend Owner or any other person from any infringement or intellectual property claims; additionally, to said extent, Owner shall indemnify, hold harmless, and defend Contractor from any such claims.

- 6.13 **Permits.** The Contractor shall at the Contractor's sole cost and expense obtain and pay for all construction permits and licenses specified in Volume III, Section 1150, and ensure that the list of all permits known to be required in performance of the Work has been listed there. The Contractor shall be responsible to assure this list is complete and to obtain other permits which are required to be obtained in the name of Contractor but not listed. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the execution of the Work which are applicable at the time of opening of Bids. The Contractor shall pay all charges of utility owners for connections to the Work, and the Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.14 **Laws and Regulations.**

- 6.14.1 The Contractor and its officers, employees, agents, contractors, licensees or invitees shall comply, at the Contractor's sole cost and expense and at all times, with all applicable laws, ordinances, statutes, rules, acts or regulations in effect or that become in effect during the time work is performed under this Contract.
- 6.14.2 The Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performing the Work and shall cause all his agents, employees, Subcontractors, and Suppliers to observe and comply with all existing and future laws, ordinances, and regulations. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

- 6.14.3 If the Contractor knows or has reason to know that the Contractor's performance of the Work is contrary to Laws or Regulations, the Contractor shall bear all claims costs, losses and damages arising there from.
- 6.14.4 **Fair Employment Practices Pursuant to NRS 338.125.** It is unlawful for the Contractor in connection with the performance of work under the Contract to refuse to employ or discharge from employment any person because of his race, color, creed, national origin, sex, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions, or privileges of employment because of his race, creed, color, national origin, sex, or age.
- 6.14.5 **Preferential Employment.** In accordance with NRS 338.130, where persons are employed in the construction of public works, preference shall be given, the qualifications of applicants being equal, first to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada and second to other citizens of the State of Nevada. Nothing in NRS 338.130 shall be construed to prevent the working of prisoners by the State of Nevada, or by any political subdivision of the state, on street or road work or other public work. If the provisions of NRS 338.130 are not complied with by the Contractor, the Contract shall be void, and any failure or refusal to comply with any of the provisions of NRS 338.130 shall render any Contract void.
- 6.14.6 **Hourly Minimum Wage Rates for Clark County, Nevada.** In accordance with NRS Chapter 338, the Clark County Prevailing Wage Rates for Public Works, State of Nevada, are established by the State of Nevada, Office of the Labor Commissioner. Every workman employed by the Contractor or any of its Subcontractors shall be entitled to the wage rate applicable to the particular class of that workman contained in the prevailing wage rates at the time of Bid closing.
- 6.14.6.1 Because Prevailing Wage Rates are subject to change, it is the Contractor's responsibility to ensure that they are aware and use the most current published Prevailing Wage Rates for Public Works at the time of Bid Closing. In accordance with NRS 338.020, the Contractor shall post the hourly and daily rates of wages to be paid each of the classes of mechanics and workmen on the Site of Work of this Contract, in a place generally visible to the workmen.
- 6.14.6.2 In accordance with NRS 338.060, the Contractor shall forfeit, as a penalty to the Owner, not less than \$10.00 nor more than \$25.00 for each workman employed for each calendar day or portion thereof that such workman is paid less than the

designated rate for any Work done under the Contract, by him or any Subcontractor under him. If a penalty is imposed, the cost of the preceding, including investigative costs and attorneys' fees, may be recovered by the labor commission.

6.14.6.3 The Owner shall take cognizance of complaints of violations of the provisions of NRS 338.010 to 339.090, inclusive, committed in the course of the execution of the Contract, and when making payments to the Contractor of money becoming due under the Contract, withhold and retain all sums forfeited pursuant to the provisions of NRS 338.010 to 338.090, inclusive. No sum may be withheld, retained, or forfeited, except from the final payment, without a full investigation being made by the awarding body or its agents.

6.14.6.4 The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the name, the occupation, and the actual per diem, wages, and benefits paid to or on behalf of each workman employed in connection with the Work. The record must be open at all reasonable hours to the inspection of the Owner, and its officers and agents. A copy of the record for each calendar month must be sent to the labor commissioner and the public body awarding the contract not later than 1 week after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The Contractor or any Subcontractor, or agent or representative thereof, doing work on the Project who neglects to comply with the provisions of this section is guilty of a misdemeanor.

6.14.6.5 **Contractual Relationship.** In accordance with NRS 338.040 and 338.050, workmen employed by the Contractor or a Subcontractor at the Site of the Work and necessary in the execution of the Contract are deemed to be employees on public works and every workman employed by the Contractor or a Subcontractor shall be subject to all of the requirements of NRS 338.010 to 338.090, inclusive, regardless of any contractual relationship alleged to exist between the Contractor and Subcontractor and such workman.

6.14.6.6 In accordance with NRS 338.135, where a truck or truck and trailer combination is rented by the Contractor or Subcontractor, the hourly rate for the rental or lease of such truck or truck and trailer combination shall, when added to the prevailing rate of wages required by NRS 338.020 for the driver, not be less than the hourly rate for similar vehicles with a driver as such hourly rate appears in freight tariffs approved by the Public Service

Commission of Nevada for the area in which the public work is located.

- 6.14.7 **Nevada Industrial Insurance Act.** The Contractor shall comply with all applicable sections of NRS 616.280, "Nevada Industrial Insurance Act".
- 6.14.8 **Unemployment Compensation Act.** The Contractor shall comply with all applicable sections of NRS Chapter 612, "Unemployment Compensation Law".
- 6.14.9 **Overhead Electrical Lines.** The Contractor shall comply with all legal requirements in NRS 455.200 through NRS 455.250 pertaining to activities to be performed near overhead electrical lines. Any liability or penalty incurred for violating the above referenced laws shall be borne strictly by the Contractor and the Contractor shall indemnify, defend and hold the Owner harmless from any such liability or penalty to the extent caused by the negligence of Contractor in performance of the Work.
- 6.14.10 **Occupational Diseases.** In accordance with NRS 617.210, the Contractor shall carry adequate coverage for Occupational Diseases.
- 6.14.11 **Occupational Safety and Health.** The Contractor shall comply with all applicable provisions of NRS 618.375 pertaining to Occupational Safety and Health.
- 6.14.12 **Historic Preservation.** In accordance with NRS 383.121, in the event that historic, prehistoric, or paleoenvironmental evidence is discovered during subsurface excavation at the site of construction, the Contractor shall immediately notify the Owner's Representative and cooperate to the fullest extent practicable, within the financial resources available to the Owner for that purpose, to preserve or permit study of such evidence before its destruction, displacement, or removal. In the event of delay of the completion of the Work because of the discovery of such evidence, equitable adjustment of the construction contract shall be made by Change Order in the following manner:
 - 6.14.12.1 **Time Extension.** If the work temporarily suspended is on the "critical path," the total number of days which the suspension is in effect shall be added to the number of allowable contract days. If a portion of work at the time of such suspension is not on the "critical path," but subsequently becomes work on the critical path, the allowable Contract Time will be computed from the date such work is classified as on the critical path.

6.14.12.2 **Additional Compensation.** If, as a result of a suspension of the Work, the Contractor sustains a loss which could not otherwise have been avoided by his reassignment of employees, equipment or materials to other Work within the Project which has not been suspended without additional cost to Contractor, the Owner shall pay the Contractor an amount as determined by the Owner to be fair and reasonable compensation for the Contractor's actual loss in accordance with the following:

Idle Time of Equipment. Compensation for equipment idle time will be determined on a force account (time and materials) basis and shall include the cost of extra moving of equipment and rental loss. The Contractor shall make a concerted effort to minimize idle time and equipment moves. Idle time of equipment will only include payment of the equipment without operator except during the time an operator is required to move the equipment.

Idle Time of Labor. Compensation for idle time of workers will be determined by OWNER based on actual idle or show-up time pursuant to the applicable labor agreement.

Increased Costs of Labor and Materials. Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension or the reassignment of the employees, equipment or materials.

Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit.

The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

6.15 **Taxes.** The Contractor shall include in the Bid prices and pay all sales, consumer, use and other similar taxes required to be paid or withheld by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.16 **Interference with Adjacent Work, Use of Premises.** The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably

encumber the premises with construction equipment or other materials or equipment.

- 6.16.1 The Contractor shall assume full responsibility for any damage to any land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by the owner or occupant of any adjacent land because of the performance of the Work, the Contractor shall promptly settle with the other party by negotiation or otherwise resolve the claim by negotiation or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold Indemnitees harmless from and against all third party claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any owner or occupant of adjacent land against Indemnitees to the extent caused by or based upon the Contractor's negligent performance of the Work.
- 6.16.2 The Contractor shall cooperate fully with all utility work forces, other contractors of the Owner, and work forces of other public or private agencies engaged in any type of work that may interfere with the progress of the Contractor's Work. The Contractor shall schedule the Work so as to minimize any interference with these work forces and entities, including those discussed in Volume III, Section 1100, of these specifications.
- 6.16.3 Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the Site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Owner in the construction of this and adjoining projects to the end that the Contractor may perform this Contract in the light of such other contracts, if any.
- 6.16.4 The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Owner or the Owner's Representative shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether the Work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related Work, the decision of the Owner or the Owner's Representative shall be binding upon all contractors concerned. Anything to the contrary notwithstanding, in the event any schedule change generated by Owner, or any impact by any party other than Contractor (or its subcontractors and/or suppliers), including re-sequencing, causes Contractor to incur additional costs, Contractor shall be equitably compensated for same, and shall be allowed reasonable and

sufficient time, in accordance with the industry standards, in which to complete the phases of its Work as they occur.

6.16.5 If through negligence on the part of the Contractor, any other contractor or subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if possible. If such other contractor or subcontractor shall assert any claim against the Owner, on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall hold harmless, indemnify and defend the Owner, and each of their officers, employees, and agents against any such third party claim, including reasonable attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim, to the extent caused by Contractor's negligence in the performance of the Work.

6.17 **Waste Materials and Rubbish Control.** During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Disposal of all rubbish and surplus materials shall be off the Site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction. The Contractor shall leave the Site clean from waste or rubbish caused by Contractor and ready for occupancy by the Owner upon Substantial Completion of the Work.

6.18 **Excessive Loads.** The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.19 **Record Documents.** The Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Test Records, Field Orders, Requests for Information, and all other written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all final samples and a counterpart of all approved Submittals will be available to the Owner's Representative for reference. Records shall be protected from deterioration, damage or destruction and maintained in a manner that provides for immediate retrieval. Upon completion of the Work, all record documents, samples and Shop Drawings shall be delivered to the Owner. Receipt and acceptance of record documents will be a prerequisite for final payment to the Contractor.

6.20 **Safety and Protection.** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall give notices, erect and maintain all

safeguards and comply with all laws, ordinances, regulations, codes and lawful orders of any public agency.

6.20.1 The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection and training to prevent damage, injury or loss to:

6.20.1.1 all persons on the Work Site or anyone who may be affected by the Work;

6.20.1.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site;

6.20.1.3 other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction; and

6.20.1.4 other property and people at the Site or in proximity thereto which or who foreseeably may be injured by activities on Site.

6.20.2 All damage, injury or loss to any property referred to in this subsection 6.20 caused by the fault or negligence of Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or its Consultants or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the extent of fault or negligence of the Contractor or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them).

6.20.3 The Contractor's duties and responsibilities for safety and protection of the Work shall continue until substantial completion of the Work.

6.20.4 The Contractor shall make reasonable efforts to detect and abate any violations of safety standards of which it is aware and to which its employees are exposed, despite the fact that the Contractor did not commit the violation.

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

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

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

6.21.1 Safe Work Plan (job task analysis)

6.21.2 Emergency Plan.

6.21.3 Rigging and Hoisting Plans.

6.21.4 Excavation and Trenching Plans.

6.21.5 Respiratory Protection Program.

6.21.6 Fire Protection Plan.

6.21.7 Hazard Communication Program.

6.21.7.1 **Hazard Communication Programs.** The Contractor shall be responsible for coordinating any exchange or provision of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.21.7.2 The Contractor shall, upon completion of the Project, forward all material safety data sheets to the Owner. A material safety data sheet shall be provided for any materials to which the Laws and Regulations may apply.

- 6.22 **Site Security.** The Contractor shall provide Site security as specified in Volume III, Section 1300.

- 6.23 **Emergencies.** In emergencies or imminent danger situations affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner or the Owner's Representative, shall act to reasonably prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice if the Contractor experiences any accident or injury or believes that any significant changes in the Work or variations from the Contract Documents have

been caused thereby. If the Owner determines that a change in the Contract Documents is required because the action taken by the Contractor was required by an emergency not caused by the Contractor or its subcontractors, the Owner shall issue a Change Order.

6.24 **Submittals.** Procedures for processing submittals are provided in Volume III, Section 1250.

6.24.1 After checking and verifying all field measurements and after complying with applicable procedures, the Contractor shall submit to the Owner for review and acceptance in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions shall be identified as the Owner may require. The data shown on Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable the Owner to review the information as required.

6.24.2 Before submission of each Submittal, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

6.24.3 At the time of each submission, the Contractor shall give the Owner specific written notice of each variation that the Submittal may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to the Owner for review and approval of each such variation.

6.24.4 The Owner shall review Submittals with reasonable promptness, but OWNER'S review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such shall not indicate approval of the assembly in which the item functions. The Contractor shall make corrections required by OWNER, and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. The

Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Owner on previous Submittals.

6.24.5 The Owner's review and acceptance of Submittals shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Owner's attention to each such variation at the time of submission and the Owner has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Nor shall any acceptance by the Owner relieve the Contractor from responsibility for errors or omissions in the Submittals.

6.24.6 Where a Submittal is required by the Specifications, any related Work performed prior to the Owner's review and acceptance of the pertinent submission shall be the sole expense and responsibility of the Contractor.

6.25 **Continuing the Work.** The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner, provided Owner otherwise remains in compliance with its payment obligations. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and the Contractor may otherwise agree in writing.

6.26 **Contractor's Liability; Indemnification.** To the full extent permitted by law, the Contractor shall at all times indemnify and keep indemnified Indemnitees and hold and save Indemnitees harmless from and against any and all liability for damages, claims, judgments, losses, fines, penalties, charges and expenses of whatever kind or nature, including but not limited to all professional and reasonable attorneys' fees and costs, for third party claims which Indemnitees shall or may at any time sustain or incur by reason of or in consequence of the negligent acts or omissions in the performance of the Work under this Contract by the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, except to the extent those claims, losses, fines, penalties or expenses are caused by the negligence of Indemnitees. The Contractor shall pay over, reimburse and make good Indemnitees, all monies which Indemnitees shall pay or cause to be paid, or become liable to pay, by reason of the foregoing circumstance. The Contractor does further agree to indemnify Indemnitees against any third party suit or claim brought or instituted against Indemnitees by any person or entity and concerning any damages or injuries sustained or incurred as a result of the Contractor's negligent acts or omissions in performance of its Work under this Contract, and in any such case Indemnitees shall be at liberty to employ attorneys of their own selection to appear and defend the suit or suits in Indemnitees' behalf at the expense of the such Indemnatee. This provision applies whether or not it is caused in part by an act or omission (active, passive, or comparative negligence

included), or any party indemnified hereunder, but to the extent of the negligence of a party indemnified there under.

- 6.27 **No Limits on Indemnification.** In any and all claims brought against Indemnitees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 6.28 **Exception to Indemnification.** The obligations of the Contractor under Volume II, Section 1000, subsection 6.26 shall not extend to the liability of Indemnitees caused by the preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of the Owner or the Owner's Consultant's, officers, directors, partners, employees or agents.
- 6.29 **Waiver of Certain Damages:** Notwithstanding any other provisions of this Contract to the contrary, neither Owner nor Contractor shall be liable under this Contract or under any cause of action related to the subject matter of this Contract, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's : (i) indemnity obligations with respect to third-party claims, (ii) gross negligence or willful misconduct, and/or (iii) breach of confidentiality provisions.
- 6.30 **Overall Liability Cap:** Notwithstanding anything in this Contract, any Change Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Contractor's maximum aggregate liability under or with respect to this Contract, any Change Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-party claims indemnified by Contractor hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the Contract Price and the total amount of any Change Order; and (B) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Contract) actual proceeds from the coverage amounts required under this Contract for the policy covering such loss.

6.31 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations of the Contractor indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

7. The Work.

- 7.1 The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete, safe and proper construction of the Work in good faith shall be provided by the Contractor as though originally so indicated.
- 7.2 The Contractor shall schedule and perform the Work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, cable television, and telephone. The approximate location of utilities shall be provided by the Owner's Representative on plan and profile sheets therefore. Such approximate locations are guaranteed for neither accuracy nor completeness. The Contractor shall incorporate as-built locations on the reproducible record plans, in red ink, showing proper location on each sheet where these utilities are located.
- 7.3 **Related Work at Site.** The Owner may perform other work related to the Project at the Site by the Owner's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. In addition to the Work under this Contract, the Owner has awarded, or will award, separate contracts for other work related to the Project to be performed at the Site.
- 7.4 **Safe Access.** The Contractor shall afford each other contractor who is a party to another direct contract with the Owner or the Southern Nevada Water Authority and each utility owner proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with other contractors as appropriate. Unless otherwise provided in the Contract Documents, the Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering the other contractor's work and will only cut or alter the other contractor's work with the written consent of the

Owner's Representative and the others whose work will be affected. The duties and responsibilities of the Contractor under this paragraph are for the benefit of utility owners and other contractors to the extent that there are comparable provisions for the benefit of the Contractor in direct contracts between the Owner and such utility owners and other contractors.

- 7.5 **Notice of Delays by Others.** If the proper execution or results of any part of the Contractor's Work depends upon work performed by others under Volume II, Section 1000, subsection 7, the Contractor shall visually inspect such other work and promptly report to the Owner's Representative in writing any delays, defects or deficiencies in such other work that render part of the Contractor's Work unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure so to report shall constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.6 **Coordination.** In addition to overseeing the execution of this Contract, the Owner's Representative shall also be responsible for overseeing related Work at the Site under other Owner contracts. The Contractor shall coordinate directly with other contractors that have been issued Notice to Proceed by the Owner when developing the Contractor's initial schedule submittal. The Contractor's schedule shall reflect this coordination to eliminate conflicts with all other contractors. The Contractor shall coordinate directly with the Owner's Representative and any other contractors to schedule day-to-day access to the site as necessary. The Owner's Representative shall make final determination regarding schedule adjustments if necessary to avoid schedule conflicts between contractors.
- 7.7 **Interference with Work on Utilities.** The Contractor shall cooperate and coordinate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities. The Contractor shall review with the various utility companies the construction methods, safety procedures and Work to be done in the vicinity of utilities. When temporary relocation of utilities is necessary, sufficient advance notice shall be given by the Contractor to the utility involved. Utilities and other concerned agencies shall be contacted at least seven (7) days prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines. The Contractor shall submit the findings of a utility investigation to the Owner's Representative.
- 7.8 **Notices to Owners of Adjacent Properties.** The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, the

Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit any resulting inconvenience.

7.9 **Time Limitations.** Time limitations required by the Owner shall be for the benefit of the Owner and contractors under other contracts who have entered into such contracts with the Owner in reliance on the time limitations set forth in these Contract Documents. Any claim by a contractor for damages due to delay or damage to the Work or the property of a contractor by another contractor shall be asserted against that contractor.

7.10 **Lines and Grades; Survey Data.** All Work shall be done to the lines, grades, and elevations shown on the Drawings. The Contractor shall establish basic horizontal and vertical control points and the Contractor shall use these points as datum for the Work. Any additional survey, layout, or measurement Work needed for proper construction of the Work shall be performed by the Contractor as a part of the Work at no additional cost to the Owner. The Contractor shall employ experienced instrument personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement Work. The Contractor shall remove and reconstruct Work which is improperly located. The Contractor shall make available for examination throughout the construction period all field books, notes, and other data developed by the Contractor in performing the surveys required by the Work and shall submit all such data to the Owner's Representative with documentation required for final acceptance of the Work.

8. **Owner's Representative.**

8.1 **Owner's Representative.** The Owner's Representative during the construction of the Project shall be the Assistant Director of Engineering and Operations.

8.2 **Project Representation.**

8.2.1 Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to the Owner's Representative.

8.2.2 Communications pertaining to day-to-day operations at the Site shall be directed to Owner's Representative.

8.2.3 The Owner's Representative and his assistants shall conduct observations of the Work in progress determine that the Work is proceeding in accordance with the Contract Documents.

- 8.2.4 The Owner's Representative shall not have authority to permit any deviation from the Contract Documents, except with concurrence of the Owner.
- 8.2.5 The Owner's Representative shall be authorized to disapprove or reject any defective workmanship, Equipment, or Material.
- 8.3 **Clarifications and Interpretations.** The Owner shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as the Owner may determine necessary. Such clarifications shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree on the amount or extent thereof, the Contractor may make a claim therefore.
- 8.4 **Authorized Variations in Work.** The Owner may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Owner and the Contractor, who shall perform the Work involved promptly.
- 8.5 **Rejecting Defective Work.** The Owner's Representative will have authority to disapprove or reject Work which the Owner believes to be defective, and will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 8.6 **Determination for Unit Prices.** The Owner's Representative shall determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Owner's Representative shall review with the Contractor, the Owner's Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Owner's Representative's written decisions thereon shall be final and binding upon the Owner and the Contractor, unless, within ten days after the date of any such decision, either the Owner or the Contractor delivers to the other party to the Contract and to the Owner's Representative written notice of intention to appeal from such a decision.
- 8.7 **Decisions on Claims and Disputes.**
- 8.7.1 The Owner's Representative shall be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the

Work and claims under Volume II, Section 1000, subsections 10 and 11 in respect of changes in the Contract Price or Contract Times shall be referred initially to the Owner's Representative in writing with a request for a written decision in accordance with this paragraph, which the Owner's Representative shall render within a reasonable time. Written notice of each such claim, dispute, and other matter shall be delivered by the claimant to the Owner's Representative and the other party to the Contract promptly, but in no event later than thirty (30) days, after the knowledge of the claim, and written supporting data shall be submitted to the Owner's Representative and the other party within sixty (60) days after unless the Owner's Representative allows an additional period of time to ascertain more accurate data in support of the claim.

- 8.7.2 The rendering of a decision by the Owner's Representative with respect to any such claim, dispute, or other matter shall be a condition precedent to any exercise by Owner or the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter, provided such decision is rendered within thirty (30) days of receipt of the supporting data.

9. **Changes in the Work.**

- 9.1 **Owner's Order to Change Work.** Without invalidating the Contract and without notice to any surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work within the scope of this Contract. Such additions, deletions or revisions shall be authorized by a Written Amendment, Field Order, or Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which do not affect the Contract Price or Contract Times and which shall be performed under the conditions of the Contract Documents, unless otherwise specifically provided.
- 9.2 **Claim Based on Change Order.** If the Owner and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times, that should be allowed as a result of a Change Order, a claim may be made therefore.
- 9.3 **Limitation on increase in Contract Price or Contract Times.** The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified or supplemented, or to perform the Work in a safe manner, except in the case of an emergency or in the case of uncovering Work.
- 9.4 **Execution of Change Orders.** The Owner and the Contractor shall execute appropriate Change Orders covering:

- 9.4.1 changes in the Work which are (i) ordered by the Owner, (ii) required because of acceptance of defective Work or correcting defective Work, (iii) premises for which Contractor has relief hereunder or (iv) are otherwise agreed to by the parties;
- 9.4.2 changes in the Contract Price or Contract Times which are agreed to by the Owner and the Contractor; and
- 9.4.3 changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the Owner's Representative; provided that in lieu of executing any such Change Order an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations but during any such appeal the Contractor shall carry on the Work and adhere to the progress schedule.
- 9.5 In the event that the Owner and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or Contract Time without causing delay, in, or disruption of the Contractor's schedule for completion of the Project; or increase in the cost for rework; the Owner's Representative is authorized to issue a Change Order for the addition, deletion or change to proceed on an extra work basis, subject to the submittal of daily reports of all labor, equipment, materials and supplies utilized while performing extra Work.
- 9.6 **Notice of Change Orders to Surety.** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents, including but not limited to Contract Price or Contract Times, is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be the Contractor's responsibility and the amount of each applicable Bond will be adjusted accordingly.

10. Change of Contract Price.

- 10.1 **Total Compensation.** The Contract Price constitutes the total compensation, subject to adjustments hereunder, payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in Contract Price.
- 10.2 **Change of Contract Price.** The Contract Price may only be changed by a Written Amendment or a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly, but in no event later than thirty (30) days, after knowledge of the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the occurrence of the event, unless the Owner allows additional time for claimant

to submit additional or more accurate data in support of the claim, and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts including direct, indirect and consequential costs, to which the claimant is entitled as a result of the occurrence of said event. The Owner shall review and render a decision on all claims for adjustment in the Contract Price.

10.3 Determination of Value of Work Covered by Change Order. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price shall be determined in one of the following ways:

10.3.1 where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved, subject to the provisions of Volume II, Section 1000, subsection 10.9.1 through 10.9.3 inclusive.

10.3.2 by mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Volume II, Section 1000, subsection 10.6.2.

10.3.3 on the basis of the Cost of the Work, determined as provided in Volume II, Section 1000, subsection 10.4 and 10.5; plus a Contractor's fee for overhead and profit, determined as provided in Volume II, Section 1000, subsection 10.6.

10.4 Cost of the Work. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as may otherwise be agreed in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Volume II, Section 1000, subsection 10.5:

10.4.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Owner and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but shall not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the Owner.

10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers'

field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

10.4.3 Payments made by the Contractor to the Subcontractors for Work performed or furnished by Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to the Owner and the Contractor and shall deliver such bids to the Owner who shall then determine which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 Necessary transportation, travel and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

10.4.5.2 Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work; and the cost less market value of such items used but not consumed and which remain the property of the Contractor.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Owner; and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, as imposed by Laws and Regulations and for which the Contractor is liable.

10.4.5.5 Deposits lost for causes other than negligence of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance, or otherwise, sustained by the Contractor in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee proportionate to that stated in Volume II, Section 1000, subsection 10.6.2.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the Site.

10.4.5.8 Expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.5 **Exclusions from Cost of the Work.** The term "Cost of the Work" shall not include any of the following:

10.5.1 Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the Site or in the Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Volume II, Section 1000, subsection 10.4.1 or specifically covered by subsection 10.4.4 all of which are to be considered administrative costs covered by the Contractor's fee.

- 10.5.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the Site.
 - 10.5.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
 - 10.5.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same, except for the cost of premiums covered by Volume II, Section 1000, subsection 10.4.5.9.
 - 10.5.5 Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 10.6 **Contractor's Fee.** The Contractor's fee allowed to the Contractor for overhead and profit shall be determined as follows:
- 10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
 - 10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:
 - 10.6.2.1 for costs incurred under Volume II, Section 1000, subsection 10.4.1 and 10.4.2, the Contractor's fee shall be fifteen (15) percent;
 - 10.6.2.2 for costs incurred under Volume II, Section 1000, subsection 10.4.3, the Contractor's fee shall be fifteen (15) percent;;
 - 10.6.2.3 no fee shall be payable on the basis of costs itemized under Volume II, Section 1000, subsections 10.5;
 - 10.6.2.4 the amount of credit to be allowed by the Contractor to the Owner for any change which results in a net decrease in cost shall be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee in an amount equal to five percent of such net decrease; and
 - 10.6.2.5 when both additions and credits are involved in any one change, the adjustment in the Contractor's fee shall be computed on the

basis of the net change in accordance with Volume II, Section 1000, subsection 10.6.2.1 through 10.6.2.4, inclusive.

- 10.7 **Records Supporting Cost Items.** Whenever the cost of any Work is to be determined pursuant to Volume II, Section 1000, subsection 10.4, the Contractor shall establish and maintain records thereof in accordance with generally accepted accounting practices and shall submit an itemized cost breakdown together with supporting data to the Owner's Representative. The Owner may audit the Contractor's records related to such costs during customary business hours.
- 10.8 **Allowances.** It is understood that the Contractor has included in the Contract Price all allowances named in the Contract Documents, and shall cause the Work to be done by such suppliers or Subcontractors and for such sums within the limit of the allowances as may be acceptable to the Owner's Representative on behalf of the Owner. Prior to final payment, an appropriate Change Order shall be issued as recommended by the Owner's Representative to reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted. The Contractor agrees that the allowances include the cost to the Contractor (less any applicable trade discounts) of equipment and materials required by the allowances to be delivered to the Site, labor, installation costs, and all applicable taxes. The Contractor further agrees that all overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and that no demand for additional payment on account of any thereof will be valid.
- 10.9 **Unit Price Work.**
- 10.9.1 Where the Contract Documents provide that part of the Work is to be Unit Price Work, the Contract Price shall initially be deemed to include, for all Unit Price Work, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the quantity of each item as indicated in the Contract Documents. The quantities of items of Unit Price Work are expected maximums and are provided for the purpose of determining the maximum, not to exceed, Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor shall be made by OWNER'S Representative.
- 10.9.2 Each unit price shall be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
- 10.9.3 Where the quantity of any item of Unit Price Work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents and there is no corresponding adjustment with respect to any other item of Work and if

the Contractor believes that the Contractor has incurred additional expense as a result thereof, but the parties are unable to agree as to the amount of any such increase, the Contractor may make a claim for an increase in the Contract Price.

11. Change Of Contract Times.

11.1 Contract Time. The Contract Times, or Milestones, may only be changed by a Written Amendment, or Change Order. Any claim for an adjustment of the Contract Times, or Milestones, shall be based on Work that affects the Critical Path only and a written notice delivered by the party making the claim to the other party promptly, but in no event later than thirty (30) days, after the knowledge of the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty (60) days after, unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contractor shall demonstrate the requested Contract Time change through schedule submittals if so requested by the Owner's Representative. The Owner shall review and render a decision on all claims for adjustment in the Contract Times, or Milestones. Any change to the Contract Times agreed to by the Owner shall be incorporated in a Change Order or Written Amendment.

11.2 Extension for Delays Beyond Contractor's Control. Where the Contractor is prevented from completing any part of the Work within the Contract Times, or Milestones, due to delay beyond the reasonable control of the Contractor, the Contract Times, or Milestones, may be extended in an amount equal to the impact due to the time lost due to such delay if a claim is made therefore as provided in Volume II, Section 1000, subsection 11.1 and there shall be an equitable adjustment to the Contract Price. Delays beyond the reasonable control of the Contractor shall include, but not be limited to, acts or neglect by the Owner, acts or neglect of utility owners or other contractors performing other work, or to fires, floods, epidemics, pandemics, quarantine, severe weather conditions or acts of God. Delays attributable to and within the reasonable control of a Subcontractor or Supplier shall be deemed to be delays within the reasonable control of the Contractor.

12. Tests and Inspections; Correction, Removal or Acceptance of Defective Work.

12.1 Warranty and Guarantee. The Contractor warrants and guarantees to the Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects of which the Owner's Representative is aware shall be provided to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this subsection.

- 12.1.1 All Equipment and Materials furnished by the Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to the Owner with other Submittals.
- 12.2 **Access to the Work.** The Owner, the Owner's Representative, other representatives of the Owner, testing agencies and governmental agencies with jurisdictional interests shall be permitted access to the Work for their observation, inspecting and testing. The Contractor shall provide proper and safe conditions for such access.
- 12.3 **Tests and Inspections.** The Contractor shall give the Owner & Owner's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals.
- 12.3.1 The Contractor shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Owner's acceptance of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.
- 12.3.2 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Owner's Representative the required certificates of inspection, testing, or approval.
- 12.3.3 The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the Owner, unless otherwise specified.
- 12.3.4 All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Owner and the Contractor.
- 12.3.5 If any Work, including the work of others, which is to be inspected, tested, or approved is covered without written concurrence of the Owner's Representative, it must, if requested by the Owner's Representative, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Owner's Representative timely notice of the Contractor's intention to cover the same and the Owner's Representative has not acted with reasonable promptness in response to such notice.

- 12.3.6 Neither observations by the Owner's Representative nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 12.4 **Defective Work.** The term "defective" is used in these documents to describe Work that is faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents.
- 12.4.1 Any defective Work may be disapproved or rejected by the Owner or Owner's Representative at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.
- 12.4.2 The Owner or Owner's Representative shall provide the Contractor prompt notice of defects as they become evident.
- 12.5 **Owner May Stop the Work.** If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.
- 12.6 **Correction or Removal of Defective Work.** If required by the Owner or Owner's Representative, the Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Owner's Representative, remove it from the Site and replace it with nondefective Work. The Contractor shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects, reasonable attorneys, and other professionals) made necessary thereby.
- 12.7 **One-Year Correction Period.** Under the provisions of the Guaranty Bond furnished by CONTRACTOR at the completion of the Work, if within one year after the Date of Substantial Completion of the Project, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Site and replace it with nondefective Work and in addition, with regard to defects and non-conformances corrected pursuant thereto, Contractor's warranty term shall extend one (1) year from the date of repair; however, in no event shall Contractor's

foregoing warranty, nor any warranty obligations of Contractor under this Contract, extend for more than two (2) years from Substantial Completion of its Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, reasonable attorneys fees, and other professionals) will be paid by the Contractor.

12.8 Acceptance of Defective Work. The Owner may, at its election, choose to accept defective Work instead of requiring correction or removal and replacement of defective Work. The Contractor shall bear all direct costs attributable to the Owner's evaluation of and determination whether to accept such defective Work (including but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to the Owner's Representative's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. If the Owner's acceptance occurs after such recommendation, the Contractor shall pay the Owner for the Owner's costs of evaluation and determination whether to accept the defective Work.

12.9 Owner May Correct Defective Work. If the Contractor fails within a reasonable time after written notice of the Owner's Representative to proceed to correct defective Work or to remove and replace rejected Work as required by the Owner's Representative, the Owner may, after seven days' written notice to the Contractor, correct and remedy any such deficiency.

12.9.1 To the extent necessary to complete corrective and remedial action, the Owner may exclude the Contractor from all or part of the Site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, and incorporate in the Work all Equipment and Materials stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere.

12.9.2 All direct costs of the Owner in exercising such rights and remedies shall be charged against the Contractor and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. The Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, the Owner may make a claim therefore. Such direct costs shall include but not be limited to fees and charges of engineers, architects, reasonable attorneys fees and other professionals, all court and arbitration costs.

12.9.3 The Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

12.10 THE EXPRESS WARRANTIES OF CONTRACTOR SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE), AND CONTRACTOR HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY BY OWNER FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK.

CONTRACTOR IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY ALLEGED BREACH OF THE WARRANTIES GIVEN IN THIS AGREEMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF:

- (a) ORDINARY WEAR AND TEAR IN THE OPERATION OF THE PROJECT;
- (b) ALTERATIONS OR REPAIRS CARRIED OUT BY PERSONS NOT AUTHORIZED BY CONTRACTOR;
- (c) SERVICES PROVIDED BY, OR THE USE OF MATERIALS, EQUIPMENT, LAYOUTS OR DESIGNS SUPPLIED OR REQUIRED BY, ANY PARTY OTHER THAN CONTRACTOR, ITS SUBCONTRACTORS OR SUPPLIERS UNLESS APPROVED BY CONTRACTOR IN WRITING; OR
- (d) A FORCE MAJEURE EVENT.

13. Payments to Contractor, Project Completion.

13.1 **Applications for Progress Payment.** Within fifteen (15) days following the last day of each month, the Owner's Representative and the Contractor shall meet to review and agree upon the value in the Application for Progress Payments. Once agreed the Application for Progress Payments shall be signed by both the Owner's Representative and the Contractor. Contractor shall submit an invoice based on the finalized Application for Progress Payment. The Application for Progress Payment shall be accompanied by such supporting documentation as required by the Contract Documents.

13.1.1 If payment is requested on the basis of Equipment and Materials not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a bill of sale, invoice, or other

documentation warranting that the Owner has received the Equipment and Materials will be free and clear of all liens, charges, security interests, and encumbrances upon receipt of payment for the same, which are hereinafter referred to as "Liens", and evidence that the Equipment and Materials are covered by appropriate property or Builder's Risk insurance and other arrangements to protect the Owner's interest therein, all of which shall be satisfactory to the Owner.

- 13.1.2 Progress payments shall be in the amount of ninety percent (90%) of the amount of the Application for Progress Payment less the sum of all previous payments. When the amount retained by the Owner becomes equal to five percent (5%) of the Contract Price, the remaining progress payments shall be made in full, provided the Contractor's performance is satisfactory in the opinion of the Owner.
- 13.1.3 The Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Progress Payment, whether incorporated in the Project or not, shall pass to the Owner free and clear of all Liens no later than the time of the Owner's payment and delivery to the Site.
- 13.1.4 The Owner's Representative shall refuse to recommend payment, either in whole or any part if:
 - 13.1.4.1 subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended;
 - 13.1.4.2 the Work is defective, or completed Work has been damaged requiring correction or replacement;
 - 13.1.4.3 written claims have been made against the Owner or Liens have been filed in connection with the Work provided Owner is in compliance with its payment obligations;
 - 13.1.4.4 the Contract Price has been reduced by Written Amendment or Change Order;
 - 13.1.4.5 the Owner has been required to correct defective Work or complete Work;
 - 13.1.4.6 the Contractor has failed to satisfactorily prosecute the Work in accordance with the Contract Documents; or

13.1.4.7 the Contractor has failed to make payment to Subcontractors, or for labor, Materials, or Equipment provided Owner is in compliance with its payment obligations; or

13.1.4.8 the Owner is entitled to terminate the Contract.

13.1.5 The Owner may refuse to make payment of the full amount recommended by the Owner's Representative because claims have been made against the Owner on account of the Contractor's performance the Work, because Liens have been filed in connection with the Work provided Owner is in compliance with its payment obligations, or because there are other items entitling the Owner to a set-off against the amount recommended. The Owner shall give the Contractor immediate written notice stating the reasons for such action.

13.1.6 In compliance with NRS 338.160, the Owner shall authorize progress payments of the amount due under the Contract at the end of each calendar month, or as soon thereafter as practical, to the Contractor if the Contractor is satisfactorily performing the Contract and the Owner has not been required to withhold payment to the Contractor in accordance with NRS 338.160(5).

13.1.7 Except as otherwise provided in NRS 338.170, the Contractor shall disburse money paid to him pursuant to NRS 338.170, including any interest which he receives, to his Subcontractors and suppliers within fifteen (15) days after he receives the money, in direct proportion to the subcontractor's and supplier's basis (including payments of interest on amounts withheld) in the total Contract between the Contractor and the Owner.

13.2 **Substantial Completion.** When the Contractor considers the entire Work substantially complete, the Contractor shall notify the Owner in writing that the entire Work is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Owner's Representative issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Owner and the Contractor shall make an inspection of the Work to determine the status of completion. If the Owner does not consider the Work substantially complete, the Owner shall notify the Contractor in writing giving its reasons therefore. If the Owner considers the Work substantially complete, the Owner's Representative shall prepare and deliver a tentative certificate of Substantial Completion which shall fix the Date of Substantial Completion. The Owner's Representative shall attach thereto a tentative list of items to be completed or corrected before final payment.

13.2.1 At the time of delivery of the tentative certificate of Substantial Completion, Owner's Representative shall deliver to the Contractor a

written recommendation as to division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties.

- 13.3 **Partial Utilization.** Use by the Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the Owner and the Contractor agree constitutes a separately functioning and useable part of the Work that can be used by the Owner without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.3.1 The Owner at any time may request the Contractor in writing to permit the Owner to use any such part of the Work which the Owner believes to be ready for its intended use and substantially complete. If the Contractor agrees, the Contractor shall certify to the Owner that said part of the Work is substantially complete and request the Owner's Representative to issue a certificate of Substantial Completion for that part of the Work. The Contractor at any time may notify the Owner in writing that the Contractor considers any such part of the Work ready for its intended use and substantially complete and request the Owner's Representative to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the Contractor and the Owner's Representative shall make an inspection of that part of the Work to determine its status of completion.

13.3.2 The Owner may at any time request the Contractor in writing to permit the Owner to take over operation of any such part of the Work although it is not substantially complete. The Contractor and the Owner's Representative shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. The Owner's Representative shall list any additional work which shall be completed or corrected and deliver such list to the Contractor and shall recommend any division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work. Prior to Substantial Completion of such part of the Work, the Owner shall allow the Contractor reasonable access to complete or correct items on said list and to complete other related Work.

- 13.4 **Final Inspection.** Upon written notice from the Contractor that the Work or an agreed portion thereof is complete, the Owner shall make a final inspection of the Work and shall notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

- 13.5 **Final Application for Payment.** After the Contractor has completed all Work to the reasonable satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Owner's Representative has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, except to the extent they have been previously delivered, together with complete and legally effective releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a Bond or other collateral satisfactory to the Owner to indemnify the Owner against any lien.
- 13.6 **Contractor's Continuing Obligation.** Neither recommendation of any progress or final payment by the Owner, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of any notice of acceptability, nor any correction of defective Work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.
- 13.7 **Waiver of Claims.** The Owner's making and the Contractor's acceptance of final payment shall constitute a waiver of all claims by the Owner against the Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein. The Owner's making and the Contractor's acceptance of final payment shall not constitute a waiver by the Owner of any rights in respect of the Contractor's continuing obligations under the Contract Documents, nor a waiver of those claims previously made in writing and still unsettled.
- 13.8 **Contract Times and Liquidated Damages.**
- 13.8.1 The Owner and the Contractor recognize that time is of the essence for the performance of the Contractor's obligations pursuant to this Contract, that

Work under other contracts is dependent on timely and satisfactory completion of the Work, and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract Document, plus any extensions thereof. Nothing in this or any other ‘time is of the essence’ provision shall be construed as affecting any cure periods specifically set forth in the applicable Contract Documents and Owner must comply with the termination provisions of this Contract in order to terminate it. They also recognize that losses incurred by the Owner for delay would be extremely difficult or impossible to calculate or ascertain. The Owner and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay, but not as a penalty, the Contractor shall pay the Owner the amounts as indicated below for each day that expires after the time specified for each milestone.

- 13.8.1.1 In case of joint responsibility for delay in the completion of the Work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one contractor shall be based upon the individual responsibility of that contractor for the delay as determined by, and in the reasonable judgment of Owner.
- 13.8.1.2 The Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor hereunder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.
- 13.8.1.3 Contract Times and Liquidated Damages for each calendar day that each milestone is not met are as follows:

Milestone	Date	Liquidated Damages (Per Day)
Mobilization (Switchyard Pad and Fence)	September 13, 2024	\$5,000.00
Mobilization (Switchyard and Transmission Line Construction)	September 13, 2024	\$5,000.00
Substantial Completion (Switchyard and Transmission Line)	December 1, 2025	\$5,000.00
Switchyard Energization	December 8, 2025	\$5,000.00
Final Completion	December 22, 2025	\$5,000.00

Liquidated Damages shall be assessed on each milestone separately until that milestone is completed.

- 13.8.2 When the Contractor is in default for nonperformance within the stipulated Contract Times including any intermediate Milestone Dates, the Owner's Representative shall notify the Contractor in writing within 30 days after the Contract Times or intermediate Milestone Date, and deduct the liquidated damages in the amount stated from any monies due the Contractor. The deductions of liquidated damages shall be in addition to any retainage withheld and shall be non-reimbursable.
- 13.8.3 The Owner shall have no obligation to credit liquidated damages to the Contractor for any Work completed ahead of schedule. Liquidated damages are solely for deduction from money due or to become due for delays in the completion of the Work. Notwithstanding anything to the contrary, the parties agree that the aggregate liability for delay or liquidated damages shall not exceed, ten percent (10%) of the Contract Price. Notwithstanding anything to the contrary, the assessment of any such delay or liquidated damages shall be Owner's exclusive remedy and Contractor's sole liability for delay caused by Contractor.

14. Suspension of Work, Termination.

- 14.1 **Owner May Suspend Work.** The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than one hundred and twenty (120) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore.
- 14.2 **Owner May Terminate.** The Owner may terminate this Contract upon the occurrence of any one or more of the following events:
- 14.2.1 the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
- 14.2.2 a petition is filed against the Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency and is not dismissed within sixty (60) days;

- 14.2.3 the Contractor makes a general assignment for the benefit of creditors;
 - 14.2.4 a trustee, receiver, custodian, or agent of the Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors;
 - 14.2.5 the Contractor admits in writing an inability to pay its debts generally as they become due;
 - 14.2.6 the Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule);
 - 14.2.7 the Contractor disregards Laws or Regulations of any public body having jurisdiction over the Work; or
 - 14.2.8 the Contractor violates any provisions of the Contract Documents in any substantial way.
- 14.3 The Owner may, after giving the Contractor, and the surety, seven (7) days' written notice of the Owner's intention to terminate the services of the Contractor, exclude the Contractor from the Site and take possession of the Work and use the same to the full extent they could be used by the Contractor, without liability to the Contractor for trespass or conversion, incorporate in the Work all Equipment and Materials stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere, and finish the Work as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order. When exercising any rights or remedies under this paragraph, the Owner shall not be required to obtain the lowest price for the Work performed.
- 14.4 Where the Contractor's services have been terminated by the Owner, the termination shall not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to the Contractor by the Owner shall not release the Contractor from liability.

- 14.5 The Owner may, without cause and without prejudice to any other right or remedy, upon seven days' written notice to the Contractor, elect to abandon the Work and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which shall include, but not be limited to, direct, indirect, and consequential costs.
- 14.6 **Contractor May Stop Work or Terminate.** If, through no act or fault of the Contractor, the Work is suspended for a period of more than one hundred and twenty (120) days by the Owner or under an order of court or other public authority, or the Owner fails for sixty (60) days to pay the Contractor any sum due, then the Contractor may, upon seven (7) days' written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the Owner has failed to make any payment when due, the Contractor may upon seven (7) days' written notice to the Owner stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Owner.

15. Resolution Of Disputes.

- 15.1 Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada, or upon the concurrence of the Parties, in accordance with and pursuant to the procedures of the Uniform Arbitration Act of 2000, NRS 38.206 through 38.248.
- 15.2 No demand for arbitration of any such claim, dispute, or other matter, that involves any report, submittal or referral required by the Contract Documents to be made to the Owner for review, approval or consideration, shall be made until the Owner has reported in writing to the Contractor regarding such review, approval or consideration or Owner fails to respond to such report, submittal or review within thirty (30) days of Contractor's submittal. Nor shall such a demand be made later than thirty (30) days after such written report is made.
- 15.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by the Contractor and the Owner in writing and provided Owner continues to comply with its payment obligations hereunder.

16. Miscellaneous.

- 16.1 **Giving Notice.** Whenever any provision of the Contract Documents requires the giving of written notice the notice shall be dated and signed by the party giving

such notice or his duly authorized representative. The notice shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by fax (with oral verification of receipt followed by mailing of the original), or if delivered by overnight delivery, or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. For the purposes of the various notice requirements contained in the Contract Documents, notice shall be deemed given on the date it is personally delivered, one day after it is sent by overnight mail, three days after the date it is mailed, as evidenced by the postmark or if such notice is given by facsimile transmission, as provided herein, it shall be deemed served immediately upon receipt of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following facsimile transmission.

- 16.2 **Computation of Time.** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day will be omitted from the computation.
- 16.3 **Notice of Claims.** Should the Owner or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 16.4 **Cumulative Remedies.** Except as otherwise provided herein, the duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Contract.
- 16.5 **Governing Law and Venue.** The Contract Documents shall be governed and interpreted in accordance with the laws of the State of Nevada. The Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of Nevada, and that venue of any action brought hereunder shall be in Clark County, Nevada.

- 16.6 **Taxes.** The Contractor must promptly pay all taxes that are lawfully assessed against the Contractor in connection with the Work. The Owner is exempt from sales tax pursuant to a ruling and determination of the attorney general of the State of Nevada.
- 16.7 **Unemployment Compensation.** The Contractor must at all times comply with the requirements of Nevada Revised Statutes (“NRS”) chapter 612 (Unemployment Compensation).
- 16.8 **Discrimination.** The Contractor shall not, during its performance of the Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert or incorporate this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the subcontractor constitutes a material breach of the Contract.
- 16.9 **Assignment of Contract.** The Contractor shall not assign or otherwise transfer its rights or obligations under the Contract without the prior written approval of the Owner. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to the Contract but any assignment or other transfer of the Contract does not relieve the Parties of any obligation hereunder.
- 16.10 **Severability.** Should any provision of the Contract Documents for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if the Contract Documents had been executed without the invalid portion. In the event any provision of the Contract Documents is declared invalid, the Parties shall promptly renegotiate to restore the Contract as near as possible to its original intent and effect.
- 16.11 **Survival.** Any provision of the Contract Documents that expressly or by implication comes into or remains in force following the termination or expiration of the Contract survives the termination or expiration of the Contract.
- 16.12 **Article Headings.** The article headings in the Contract Documents are included only for convenience and reference and the Parties intend that they be disregarded in interpreting the Contract Documents.
- 16.13 **Waiver.** Either of the Parties shall have the right to excuse or waive performance by the other Party of any obligation under the Contract by a written notice signed by the Party so excusing or waiving. No delay in exercising any right or remedy

shall constitute a waiver thereof, and no waiver by either Party of the breach of any covenant of the Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of the Contract.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Approve Amendment No. 4 to Contract No. SA-12-02 between Survalent Technology Inc., and the Colorado River Commission of Nevada, for Substation Automation System Support Services, to extend the term to June 30, 2028 for a term ending June 30, 2028.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the contract and authorize the Executive Director to sign the contract on behalf of the Commission.
FISCAL IMPACT: Contract not to exceed \$575,000.

STAFF COMMENTS AND BACKGROUND:

A. Request for Amendment and background of Contract:

The requested Amendment No. 4 is an extension of the contract for three more years to June 30, 2028, and there is no request to add any additional amount authorized under the contract.

Prior Amendment No. 3 extended the contract to June 30, 2025, and there was no additional amount authorized under the contract.

Prior Amendment No. 2 extended the term of the contract for an additional three years to June 30, 2022, and increased the contract amount by \$100,000 to a not-to-exceed total of \$575,000 over the term of the contract.

The current balance remaining on the contract is \$147,529.94 and that is expected to be sufficient for the term of Amendment No. 4.

B. Background on Operations and need for the Contract:

The Power Delivery Project's existing supervisory control and data acquisition system (SCADA) for its substations is separated into two key components: the automation system and the business enterprise system. The automation system enhances the Commission's ability to operate its transmission and distribution facilities, monitor equipment status, and respond to operational events.

The services of an outside vendor are needed from time to time for the routine operation and maintenance of the system such as programming, troubleshooting and modifying the computer systems associated with the automation system. Types of services that may be required include updating of Human-Machine Interface (HMI) screens or updates utilizing the installed software on the system development node, and updating those HMI screens to operating nodes; updating communication processor settings; updating substation automation system database and set points; troubleshooting from remote locations; and, restoration of the automation system in the event software or a server is temporarily or permanently rendered inoperable.

Staff anticipate the continued need for these substation automation system support services and request the Commission approve Amendment No. 4 to the contract with Survalent, in order to enable the Commission and its electric customers to continue to benefit from Survalent's proprietary software.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF JUNE 10, 2025**

C. Staff's Recommendation

Staff recommend the Commission approve Contract No. No. SA-12-02 and authorize the Executive Director to sign the contract.

**AMENDMENT NO. 4
TO
CONTRACT NO. SA-12-02
FOR
SUBSTATION AUTOMATION SYSTEM SUPPORT SERVICES**

A Contract Between the State of Nevada Acting By and Through Its

Agency Name:	Colorado River Commission of Nevada
Address:	100 North City Parkway, Suite 1100
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Shae Pelkowski
Phone:	702-376-9997
Email:	spelkowski@crc.nv.gov

and

Contractor Name:	Survalent Technology Inc
Address:	1967 Wehrle Drive, Suite 1
City, State, Zip Code:	Buffalo, New York 14221
Contact:	Young Ngo
Phone:	905-826-5000
Email:	yngo@survalent.com

1. **AMENDMENT.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract dated May 8, 2012, Amendment No. 1 dated March 11, 2015, Amendment No 2 dated April 1, 2019, and Amendment No. 3 dated June 14, 2022 (collectively herein referred to as the “Contract”), 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.

This Amendment No. 4 extends the Contract Term three (3) years.

B. Current Contract Language:

3. CONTRACT TERM. This Amendment shall be effective on the date of its execution and shall remain in effect until **June 30, 2025**, unless sooner terminated by either party as specified in paragraph ten (10).

C. Amended Contract Language:

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until **June 30, 2028**, unless sooner terminated by either party as specified in paragraph ten (10).

2. **INCORPORATED DOCUMENTS.** Exhibit A (Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the Contract shall become effective on the date it is executed by all parties.

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

SURVALENT TECHNOLOGY INC



Digitally signed by Young
Ngo - CTO Survalent
Reason: I am approving this
document
Date: 2025-05-06
08:53:04-00

Young Ngo
Chief Technology Officer

Date

**COLORADO RIVER COMMISSION
OF NEVADA**

Eric Witkoski
Executive Director

Date

Approved as to form by:
Attorney General's Office

Michelle Briggs
Special Counsel

Date

EXHIBIT A

AMENDMENT NO. 3
to
CONTRACT NO. SA-12-02
FOR
Substation Automation System Support Services

A Contract Between the State of Nevada
Acting By and Through Its

Colorado River Commission of Nevada
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
Phone: (702) 486-2670
Fax: (702) 486-2695
Contact: Robert D. Reese
Email: breeser@crc.nv.gov

and

Survalent Technology Inc
1967 Wehrle Drive, Suite 1
Buffalo, NY, 14221
Phone: 905-826-5000
Contact: Young Ngo
Email: yngo@survalent.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, dated May 8, 2012, Amendment No. 1 dated March 11, 2015, and Amendment No. 2, dated April 1, 2019, which is attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. The Contract Term, as set forth in Section 3 of the Original Contract, shall be extended for an additional three years.**

Current Contract Language:

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until June 30, 2022, unless sooner terminated by either party as specified in paragraph ten (10).

Amended Contract Language:


3. CONTRACT TERM. This Amendment shall be effective on the date of its execution and shall remain in effect until June 30, 2025, unless sooner terminated by either party as specified in paragraph ten (10).

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

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective upon approval by all parties.

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

SURVALENT TECHNOLOGY INC




Young Ngo (Jun 10, 2022 08:08 EDT)

Young Ngo
Chief Technology Officer
Jun 10, 2022

Date


**COLORADO RIVER COMMISSION
OF NEVADA**



Eric Witkoski
Executive Director
06/14/2022

Date

Approved as to form by:



David W. Newton
Senior Deputy Attorney General
Jun 10, 2022

Date

AMENDMENT NO. 2
to
CONTRACT NO. SA-12-02
FOR
Substation Automation System Support Services

A Contract Between the State of Nevada
Acting By and Through Its

Colorado River Commission of Nevada
555 E. Washington Avenue, Suite 3100
Las Vegas, Nevada 89101-1065
Phone: (702) 486-2670
Fax: (702) 486-2695
Contact: Robert D. Reese
Email: breese@crc.nv.gov

and

Survalent Technology Corporation
7965 Heritage Road
Brampton, Ontario
L6Y 5X5 Canada
Phone: 303-517-0435
Fax: 905-826-7144
Contact: Jason Rohlfing
Email: jrohlfig@survalent.com

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, dated May 8, 2012, and Amendment No. 1 dated March 11, 2015 which is attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. The Contract Term, as set forth in Section 3 of the Original Contract, shall be extended for an additional three years.
- B. The Contract cost set forth in Section 6 of the Original Contract, shall be increased by \$100,000.00 to the not-to-exceed amount of \$575,000.00.

Current Contract Language:

3. **CONTRACT TERM.** This Contract shall be effective on the date of its execution and shall remain in effect until June 30, 2019, unless sooner terminated by either party as specified in paragraph ten (10).

6. **CONSIDERATION.** The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of Four Hundred Seventy-Five Thousand Dollars and no cents (\$475,000.00) over the term of the contract. The State does not agree to reimburse Company 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 results of legislative appropriation may require.

Amended Contract Language:

3. **CONTRACT TERM.** This Amendment shall be effective on the date of its execution and shall remain in effect until June 30, 2022, unless sooner terminated by either party as specified in paragraph ten (10).


6. **CONSIDERATION.** The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of **Five Hundred Seventy-Five Thousand Dollars and no cents (\$575,000.00)** over the term of the contract. The State does not agree to reimburse Company 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 results of legislative appropriation may require.

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

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective upon approval by all parties.

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

**SURVALENT TECHNOLOGY
CORPORATION**

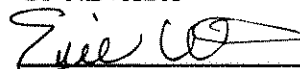


David Felice
Regional Vice President of Sales,
Western U.S.

3/8/2019

Date

**COLORADO RIVER COMMISSION
OF NEVADA**




Eric Witkoski
Deputy Executive Director

4-1-19

Date

Approved as to form by:



Christine Guerci-Nyhus
Deputy Attorney General for Attorney General

4/2/19

Date

**AMENDMENT NO. 1
TO
CONTRACT NO. SA-12-02
Substation Automation System Support Services**
Between the State of Nevada
Acting By and Through Its

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

and

Survalent Technology Corporation
2600 Argentia Road
Mississauga, Ontario
L5N5V4 Canada
Contact: Edward Kobeszka
Phone: 314-779-6927
Fax: (905) 826-7144
Email: ekobeszka@survalent.com

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, dated May 8, 2012, which is attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

A. The Contract Term, as set forth in Section 3 of the Original Contract, shall be extended for an additional four years.

B. The Contract cost set forth in Section 6 of the Original Contract shall be increased by \$250,000.00 to the not-to-exceed amount of \$475,000.00.

Current Contract Language:

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until May 31, 2015, unless sooner terminated by either party as specified in paragraph ten (10).

6. CONSIDERATION. The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of Two Hundred Twenty Five Thousand Dollars and no cents (\$225,000.00) over the term of the contract. The State does not agree to reimburse Company 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 results of legislative appropriation may require.

Amended Contract Language:

3. **CONTRACT TERM.** This Amendment shall be effective on the date of its execution and shall remain in effect until May 31, 2019, unless sooner terminated by either party as specified in paragraph ten (10).

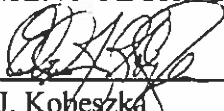
6. **CONSIDERATION.** The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of **Four Hundred Seventy-Five Thousand Dollars and no cents (\$475,000.00)** over the term of the contract. The State does not agree to reimburse Company for expenses 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 results of legislative appropriation may require.

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

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective upon approval by all parties.

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

SURVALENT TECHNOLOGY




Edward J. Kobeszk
Vice President of Sales, Western U.S.

2-23-2015

Date

COLORADO RIVER COMMISSION OF NEVADA

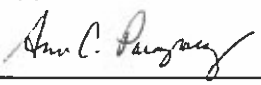


Jayne Harkins, NE.
Executive Director

3/11/15

Date

Approved as to form by:



Ann C. Pongracz
Special Counsel to the
Colorado River Commission of Nevada

2/25/2015

Date

CONTRACT NO. SA-12-02
SUBSTATION AUTOMATION SYSTEM
SUPPORT SERVICES

A Contract Between the State of Nevada

Acting By and Through Its

Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100

Las Vegas, Nevada 89101-1065

and

Survalent Technology Corporation

2600 Argentia Road

Mississauga, Ontario

L5N 5V4 Canada

1. REQUIRED APPROVAL. This Contract shall become effective upon the date of execution by the Colorado River Commission of Nevada ("Commission") and Survalent Technology Corporation ("Company") (collectively referred to herein as "the Parties"), following approval of the Contract by the Commission.

2. DEFINITIONS. "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until May 31, 2015, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:

Notices to the Commission shall be provided to:

Robert D. Reese
Assistant Director of Engineering and Operations and,
in his absence, Ron Pretasky, the Power Facilities Manager
Colorado River Commission of Nevada
555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101-1065
Phone: (702) 856-3611
Fax: (702) 856-3617
Email: breese@crc.nv.gov

Notices to the Company shall be provided to:

Joe DeFilippis
Systems Engineering & Inside Sales Manager and,
in his absence, Weijun Ren, Inside Sales Engineer
Survalent Technology Corporation
2600 Argentia Road
Mississauga, Ontario
L5N 5V4
Canada
Phone: (905) 826-5000
Fax: (905) 826-7144
Email: joed@survalent.com

5. INCORPORATED DOCUMENTS. The parties agree to the scope of work described in Attachment AA. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK; AND
ATTACHMENT BB:	INSURANCE SCHEDULE

A Company's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of Two Hundred Twenty Five Thousand Dollars and no cents (\$225,000.00) over the term of the contract. The State does not agree to reimburse Company 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 results 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. TIMELINESS OF BILLING SUBMISSION. 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 the Company 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 the Company.

9. INSPECTION & AUDIT.

a. Books and Records. Company 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. Company agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Company 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 Company 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 paragraph.

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. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.
- b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium may be 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 Company waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Commission's funding is not appropriated or is withdrawn, limited, or impaired.
- c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:
 - i. If Company 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
 - ii. 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 Company 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
 - iii. If Company becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
 - iv. If the State materially breaches any material duty under this Contract and any such breach impairs Company's ability to perform; or
 - v. 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 Company, or any agent or representative of Company, 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
 - vi. If it is found by the State that Company has failed to disclose any material conflict of interest relative to the performance of this Contract.
- d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.
- 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 paragraph survive termination:
 - i. 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;

- ii. Company shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Commission;
- iii. Company shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Commission;
- iv. Company shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

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. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Company to any State agency in accordance with NRS 353C.190. In the event that the Company voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy court, the State may set off consideration against any unpaid obligation of Company 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. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Company, for the fiscal year budget in existence at the time of the breach. Damages for any Company breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Company'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. To the fullest extent permitted by law Company 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 alleged negligent or willful acts or omissions of Company, its officers, employees and agents.

15. GENERAL COMPANY DUTIES. In addition to all other duties prescribed by this Contract, including but not limited to those set forth in the Scope of Work, Company has the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Company or any other party. Company shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either contract or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Company shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Company nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Company 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 BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Company shall not commence work before:

- 1) Company has provided the required evidence of insurance to the Commission, and
- 2) The State has approved the insurance policies provided by the Company.

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 this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

Insurance Coverage: The Company shall, at the Company'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 BB, 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 the Company 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 Company. Company's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Company 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 Company has knowledge of any such failure, Company shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

General Requirements:

- a. Additional Insured: By endorsement to the Company's 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.
- b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Company.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Company 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 Company 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.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o the Commission, 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 paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. Approved Insurer: Each insurance policy shall be:
 - 1) 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
 - 2) Currently rated by A.M. Best as "A-VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Company 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 Company. 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 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 Company shall furnish the State with replacement certificates as described within Insurance Coverage, section noted above.

Mail all required insurance documents to the Commission representative identified in paragraph 4 of this Contract.

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 General Requirements, subsection a, above.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer 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 Company. Neither approval by the State nor failure to disapprove the insurance furnished by Company shall relieve Company of Company'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 Company or its sub-contractors, 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. Company 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 Company to provide the goods or services required by this Contract. Company 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 Company in accordance with NRS 361.157 and

NRS 361.159. Company agrees to be responsible for payment of any such government obligations not paid by its sub-contractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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. Company shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the Commission.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Company (or its sub-contractors) in performance of its obligations under this Contract shall be the exclusive property of the Commission and all such materials shall be delivered into State possession by Company upon completion, termination, or cancellation of this Contract. Company shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Company's obligations under this Contract without the prior written consent of the Commission. Notwithstanding the foregoing, the Commission shall have no proprietary interest in any materials licensed for use by the Commission that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Company 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. Company may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Company 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. Company shall keep confidential all information, in whatever form, produced, prepared, observed or received by Company to the extent that such information is confidential by law or otherwise required by this Contract.

24. 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.

25. WARRANTIES.

- a. General Warranty. Company warrants that all services, deliverables, and/or work product 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.
- b. System Compliance. Company warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the Commission. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

26. 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. Any services performed by Company before this Contract is effective or after it ceases to be effective are performed at the sole risk of Company.

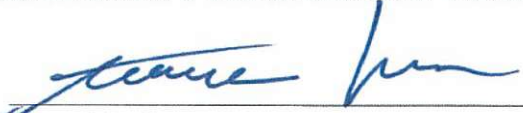
27. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The Parties' consent to the exclusive jurisdiction of the First Judicial District Court, Las Vegas, Nevada for enforcement of this Contract.

28. 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.

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

SURVALENT TECHNOLOGY CORPORATION



Steve Mueller
President and CEO

April 5, 2012
Date

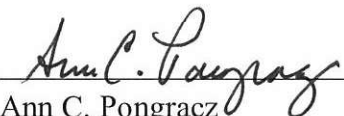
COLORADO RIVER COMMISSION OF NEVADA



Jayne Harkins, P.E.
Executive Director

5/8/12
Date

Approved as to form by:



Ann C. Pongracz
Senior Deputy Attorney General

4/25/12
Date

**CONTRACT NO. SA-12-02
SUBSTATION AUTOMATION SYSTEM
SUPPORT SERVICES**

Between
Colorado River Commission of Nevada
and
Survalent Technology Corporation

ATTACHMENT AA

SCOPE OF WORK

BACKGROUND

The Colorado River Commission of Nevada (“Commission”) owns, operates and maintains a high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substations, thirty-two miles of double-circuit 230-kV transmission lines, five miles of double-circuit 69-kV overhead transmission lines, eleven miles of double-circuit 69-kV underground transmission lines and other related facilities in Clark County, Nevada.

To provide for the remote operation, control, protection and monitoring of the high-voltage transmission and distribution system, the Commission utilizes a substation automation system. The proper performance of this substation automation system is critical to the safe and reliable operation of the Commission’s high-voltage transmission and distribution system. The Commission has determined that the services of a qualified Company are required from time to time to support the Commission as it operates and maintains the substation automation system.

DEFINITIONS

As used in this agreement, unless the context otherwise requires, the words and terms defined in this section, when initially capitalized and used herein, whether in singular or plural, have the meanings ascribed to them in these definitions:

- A. “Agreement” means this Contract No. SA-12-02 for substation automation system support services.
- B. “Commission” means the Colorado River Commission of Nevada.
- C. “Company” means Survalent Technology Corporation
- D. “Contract Manager” means the executive director of the Colorado River Commission of Nevada or her designee.

SERVICES TO BE PERFORMED

The services to be performed by the Company consist of programming, troubleshooting and modifying software associated with the substation automation system as may be required from time to time for the routine operation and maintenance of these items. Types of services that may be required of the Company are as follows:

- A. Updating of Human-Machine Interface (HMI) screens or updates utilizing the installed software on the system development node, and updating those HMI screens to operating nodes;
- B. Updating communication processor settings;
- C. Updating substation automation system database and set points;
- D. Troubleshooting from on-site and remote locations;
- E. Restoration of the substation automation system in the event software or a server is temporarily or permanently rendered inoperable; and/or,
- F. Other related activities associated with the substation automation system as may be requested by the Commission

During the term of the Agreement, the Commission may utilize the services of the Company on all or none of the services listed above.

TASK AUTHORIZATION

The work of the Company must be authorized on an individual task basis. Should the Commission require the Company to perform work pursuant to this agreement, the Commission shall request the Company to prepare and submit for approval a document entitled, "Task Authorization." Each Task Authorization must contain a:

- A. description of the work to be performed by the Company;
- B. list of the deliverables to be provided to the Commission;
- C. schedule for completing the assignment; and
- D. budget for the task.

The Company shall not proceed with any work pursuant to this Agreement unless the Contract Manager has first approved the Task Authorization associated with that work, and issued to the Company a notice to proceed with the work.

COMPENSATION FOR SERVICES

The total cost for the performance of all work described in this Agreement must not exceed Two Hundred Twenty Five Thousand Dollars and no cents (\$225,000.00) over the term of the contract.

For the performance of the services described in this Agreement, the Commission agrees to pay the Company as follows:

- A. For services performed by the Company's personnel, the hourly rates indicated in an approved Task Authorization. Those rates must include Company's direct salaries; overtime payroll costs; sick leave pay; vacation pay; holiday pay; and overhead, including taxes, profit and all other costs of doing business. The Company shall not charge the Commission for reproduction, printing, long distance telephone calls, testing apparatus, computer and computer-aided design and drafting (CADD) services. Those costs must be included in the hourly rates charged for the Company's employees.
- B. For services rendered by others as subcontractors to the Company, the Company shall charge only for the actual cost to the Company.
- C. Notwithstanding the cost to the Company, the Commission shall not pay, in an amount greater than the amount for such expenses allowed for employees of the State of Nevada, for travel, per diem or subsistence, including airfare, food, lodging, automobile rental, commercial services and incidental expenses, of the Company, the Company's subcontractors or any other professional companies retained by Company to provide services under this Contract.
- D. Notwithstanding the cost to the Company, the Commission shall not pay the Company in an amount greater than the amount approved by the Contract Manager in any individual Task Authorization.

The Company shall deliver itemized monthly statements to the Commission for work performed under any approved Task Authorization during the preceding month. The Commission shall pay the Company for the services provided under this Agreement during the preceding month within thirty days after the receipt of a correct statement. The Commission shall not be obligated to pay interest to the Company if payment is not made within thirty days.

If the Commission questions some element of an invoice, that fact must be made known, in writing, to the Company as soon as possible. The Company will help resolve the question and transmit a revised invoice as necessary. Amounts not questioned by the Commission must be promptly paid.

ATTACHMENT BB**Insurance Schedule****INDEMNIFICATION CLAUSE:**

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

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. **Commercial General Liability – Occurrence Form**

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

coverage.

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

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

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:
"The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

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

- a. Policy shall contain a waiver of subrogation against the State 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.

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

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

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

- 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, Colorado River Commission 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:
- Jayne Harkins, P.E., Executive Director
Colorado River Commission of Nevada
555 East Washington Ave., Suite 3100
Las Vegas, Nevada 89101**
- 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 **(Jayne Harkins, Executive Director, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, 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.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF JUNE 10, 2025**

SUBJECT: *For Possible Action:* Approve a contract for legal services between the Colorado River Commission of Nevada, Office of the Nevada Attorney General, and Water and Power Law Group for an amount not to exceed \$65,000 for a term of two years.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommend the Commission approve the contract and authorize the Executive Director to sign the agreement on behalf of the Commission.

FISCAL IMPACT:

The contract amount would not exceed \$65,000.

STAFF COMMENTS AND BACKGROUND:

A. Background on Accumulation of Funds

In the late 1990s, the Department of Energy (DOE) made a policy decision and directed the Western Area Power Administration (WAPA) to start collecting for Post-Retirement Benefits (PRBs) of its employees in the rates WAPA charged. The decision was not based on a change in law, but rather an administrative decision. WAPA collects the cost of hydropower generation at Hoover Dam and transfers the funds to the Bureau of Reclamation (Bureau) for deposit into the Colorado River Dam Fund. The Bureau requested that WAPA not charge for the PRBs, but WAPA insisted on collecting them as directed by the DOE.

The Colorado River Dam Fund was established as part of the Boulder Canyon Project Act and is intended to be a revolving fund that supports Hoover Dam's operations. Over the years, the funds have accumulated in the Colorado River Dam Fund, and there is no mechanism to transfer the funds. However, there is reluctance on the Bureau's part to use the funds for project purposes without specific Congressional direction.

B. Congressional Efforts

The Commission's staff has been actively pursuing the recovery and use of stranded funds held by the Bureau of Reclamation (Reclamation) within the Colorado River Dam Fund. These efforts have included sustained engagement with federal legislative processes, most notably through the "Help the Hoover Dam Act" (HHDA), introduced in both 2024 and 2025. Despite broad support for the initiative, the legislative path remains uncertain due to ongoing challenges in Congress, including fiscal scrutiny and delays associated with the Congressional Budget Office (CBO) scoring process. The CBO may determine that enacting the HHDA would impose a cost on the U.S. Treasury, complicating the bill's passage.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF JUNE 10, 2025**

C. Circumstances Highlighting the Need for the Funds

In January, the Bureau provided an update on Hoover Dam operations and indicated that at elevation 1,035 feet, the generation capacity of Hoover Dam would drop from just over 1,300 MW to approximately 300 MW. The drop occurs because of the 17 turbines at Hoover Dam, only five are wide-head turbines that can continue to generate power at Lake Mead elevations below 1,035 feet. In May, staff learned that one of the five wide-head turbines has malfunctioned and requires either repair or replacement, which will take time.

Further, the current 24-month study shows that Lake Mead could reach elevations in the 1,040s by May 2027, and an extended forecast shows that by September 2027, Lake Mead could fall below 1,035 feet, causing Hoover Dam to lose a significant level of capacity.

D. Legal Background and Administrative Strategy

Staff have evaluated the legal and accounting frameworks applicable to the Fund and believe that the Bureau of Reclamation is not obligated to withhold funds to cover Post-Retirement Benefits (PRBs). Under Section F of the Civil Service Retirement and Disability Fund, PRBs are a federal obligation managed and funded by the Office of Personnel Management (OPM), not by individual agencies such as Reclamation. This position is further supported by federal accounting standards, which treat PRBs as imputed costs rather than expenses requiring direct payment from program funds.

Given the complexities of navigating federal administrative procedures and the limitations of legislative efforts alone, staff recommend pursuing an administrative advocacy strategy. This approach would be significantly strengthened by retaining outside legal counsel with specialized expertise in the Bureau of Reclamation law and administrative practice.

E. Proposed Contract for Advocacy Assistance

Staff propose entering a professional services contract with the Water and Power Law Group, a firm with extensive experience in reclamation law and Western water and power issues. The engagement would be led by John Bezdek, a respected practitioner with deep knowledge of Reclamation's legal and operational framework. Mr. Bezdek's billing rate is \$400 per hour, with additional support from a research assistant billed \$250 per hour. The proposed contract amount is \$65,000.

F. Staff Recommendation

The Colorado River Dam Fund is projected to hold approximately \$50 million by year-end related to the administrative error concerning PRBs. Staff believe these funds should be directed toward critical project purposes at Hoover Dam that benefit the State and its hydropower customers.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF JUNE 10, 2025**

Staff recommend that the Commission approve the proposed contract with the Water and Power Law Group and authorize the Executive Director to execute the agreement on behalf of the Commission. Retaining outside counsel will provide the Commission with the legal expertise and strategic support necessary to press Reclamation to release stranded funds for vital project purposes at Hoover Dam through administrative channels.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM M
FOR MEETING OF JUNE 10, 2025**

SUBJECT: *For Possible Action:* Approve Contract No. AT-25-TSK between TSK Architects and the Colorado River Commission of Nevada, for architect services in the amount of \$116,600 and a ten percent contingency for a total contract amount not to exceed of \$128,260 and a term ending June 30, 2027 for services relating to the expansion of office space at Newport substation.

RELATED TO AGENDA ITEM:

None.

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

FISCAL IMPACT:

Contract not to exceed \$128,260.

STAFF COMMENTS AND BACKGROUND:

A. Need for Additional Office Space

The Colorado River Commission of Nevada's Power Delivery Group (PDG) operates an electrical system that delivers power to the Southern Nevada Water Authority, including major municipalities 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. The PDG started building an electrical system to provide service to SNWA in the late 1990s and it has expanded steadily over the past twenty-five years.

The offices for the PDG are located at Newport Substation near Richard Bunker Avenue within the City of Henderson and adjacent to the River Mountain Loop. As PDG's staffing and operational needs have grown, the existing building requires modification. PDG proposes converting storage areas into office space to better accommodate personnel and to enhance facilities and security for sensitive equipment.

B. Proposed Architect Contract

PDG has obtained a proposal from TSK Architects, a firm that regularly provides services for various State agencies. The proposal includes Phase 1 Design Services in the amount of \$37,500, and Phase 2 Design Services—covering Design Development and Construction Documents—in the amount of \$79,100, for a total of \$128,260 that includes a ten percent contingency for unforeseen expenses.

C. Staff's Recommendation

To meet current operational needs and ensure the security of critical systems, PDG requires office space remodeling. Staff recommend that the Commission approve the proposed contract with TSK Architects.

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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
Address:	100 N City Pkwy Suite 1100
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Shae Pelkowski
Phone:	702-376-9997
Email:	spelkowski@crc.nv.gov

and

Contractor Name:	TSK Architects
Address:	314 S Water St
City, State, Zip Code:	Henderson, Nevada 89015
Contact:	Jason Andoscia
Phone:	
Email:	

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.

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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.

Effective from:	Upon approval by BOE	To:	August 1, 2027
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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 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
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	VENDOR PROPOSAL

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:

\$ Variable	per	Purchase Order
Total Contract Not to Exceed:	\$120,000	

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

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

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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 BB*, 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 BB*, 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 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.

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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 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.
- 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.

CETS#
RFP#

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.
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.

CETS#
RFP#

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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CETS#
RFP#

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

_____ Independent Contractor's Signature	_____ Date	_____ Independent Contractor's Title
---	---------------	---

_____ State of Nevada Authorized Signature	_____ Date	_____ Title
---	---------------	----------------

_____ State of Nevada Authorized Signature	_____ Date	_____ Title
---	---------------	----------------

APPROVED BY BOARD OF EXAMINERS

_____ Signature – Board of Examiners	On: _____ Date
---	-------------------

Approved as to form by:

_____ Special Counsel for Attorney General	On: _____ Date
---	-------------------

ATTACHMENT AA
SCOPE OF WORK

ATTACHMENT AA

PROJECT UNDERSTANDING

The building is an existing 4,200 SF CMU exterior with open web steel joists and metal roof decking that is currently partially office (1,400 SF) and partially storage (2,800 SF). The State of Nevada Colorado River Commission needs additional office space and wants to convert the storage to office and modify the existing office space to improve efficiency and functionality. There are likely no existing conditions drawings to be provided. The storage area building was constructed in the late '90s and the office building area was an addition that was built 5 to 6 years after that. The office includes an operations room with monitors and low voltage systems that will be expanding. No expansion of the existing footprint is anticipated. Building modifications include a modified and expanded mechanical system to support office space converted from storage space, as well as structural engineering to provide openings in shear walls and additional fenestration openings in the exterior envelope.

The tenant improvement design services will include assessing programmatic goals and the existing building, schematic design with a construction cost estimate, construction documents, permitting, and construction administration. It is assumed the construction duration would be approximately four months. It is also assumed that the capacities of utilities into the building are sufficient for the new systems, and that not site work will be required for this project.

The project will be a construction manager at risk delivery method with Inline Construction, and there is not an established construction budget for the project at this time.

A. Programming

1. Provide client programming questionnaire ahead of programming meeting
2. Meet with client to discuss programmatic needs and wants
3. Document program including desired spaces and adjacencies
4. Review program with client to adjust and finalize
5. Provide up to (02) client meetings

B. Existing Conditions Assessment

1. Provide site visit for measurements and observations
2. Assess existing mechanical equipment and electrical panel

3. Create existing conditions Revit model to use during design
4. Provide (01) site visit

C. Schematic Design Services

1. Provide two to three floor plan options for client to review and comment
2. Develop chosen floor plan showing new facility configuration
3. Develop exterior elevations
4. Develop conceptual reflected ceiling plans
5. Develop conceptual demolition plans
6. Provide initial building code evaluation
7. Provide MEP, low voltage, and structural engineering narratives
8. Provide construction cost estimate
9. Up to (02) meetings with client during schematic design

D. Design Development

1. Provide full code analysis
2. Provide ADA details
3. Create building and wall sections
4. Provide initial structural design and calculations
5. Provide updated architectural new construction plans and exterior elevations
6. Provide room finish and finish schedules
7. Provide door and window schedules
8. Provide interior elevations where applicable
9. Provide egress plans
10. Provide initial mechanical systems plans and calculations
11. Provide initial power, lighting and low voltage plans and calculations
12. Provide initial plumbing plans and calculations
13. Provide initial specifications

14. Provide updated cost construction cost estimate

15. Provide up to (02) meetings with client

E. Construction Documents

1. This phase will provide all the plans, elevations, schedules and details required for permit, and for a biddable set for the selection of contractor

2. Full book specifications for all applicable building systems

3. 60% construction documents submittal allows the client to review the documents to make any minor adjustments prior to completing the documents.

4. 95% construction documents is a completed set that is ready to be submitted to the building department for review and approval

5. 100% construction documents has gone through the building permit review process and has incorporated any changes and modifications through that process.

ATTACHMENT BB
INSURANCE SCHEDULE

ATTACHMENT BB

INSURANCE SCHEDULE

Consultant and sub-consultants 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 Consultant, his agents, representatives, employees or sub-consultants.

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 Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified above.

2. Automobile Liability

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

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

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

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the State of Nevada.

b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant 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. Policy shall contain a waiver of subrogation against the State of Nevada.

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 shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.

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

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

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

E. VERIFICATION OF COVERAGE: Consultant 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 (Gina Goodman at 100 N. City Pkwy, Ste 1100, Las Vegas, NV 89106). 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. SUBCONSULTANTS: All required sub-consultants' certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ATTACHMENT CC
VENDOR PROPOSAL**

Project Proposal

Architectural & Engineering Services

Colorado River Commission

Office Tenant Improvement

Shae Pelkowski, P.E.
Assistant Director
Engineering and Operations
State of Nevada – Colorado River Commission

P 702-856-3611

tsk

May 12, 2025



May 12, 2025

Shae Pelkowski, P.E.
Assistant Director
Engineering and Operations
State of Nevada – Colorado River Commission

P 702-856-3611

Subject: Colorado River Commission Office Tenant Improvement – A&E Design Services Proposal

Dear Mr. Pelkowski,

Thank you for inviting TSK Architects to propose on the tenant improvement project for your existing office and storage building at 1350 Richard Bunker Avenue within the City of Henderson adjacent to the River Mountain Loop. We appreciate your need for additional office space and reconfiguring existing office space to better meet your needs.

The following proposal includes full design services, with the understanding that the initial design phases of programming, existing conditions assessment, and schematic design, will include an initial construction cost estimate to help you make informed decisions about the most sensible path forward regarding the project.

We certainly hope this proposal meets your expectations and are open to any further discussions you believe may be of value in your evaluation of it. Please do not hesitate to let us know if you have any questions or comments.

Regards,

A handwritten signature in black ink, appearing to read "Jason Andoscia".

Jason Andoscia, AIA – Managing Principal



PROJECT TEAM

The following consultants are included in the proposal.

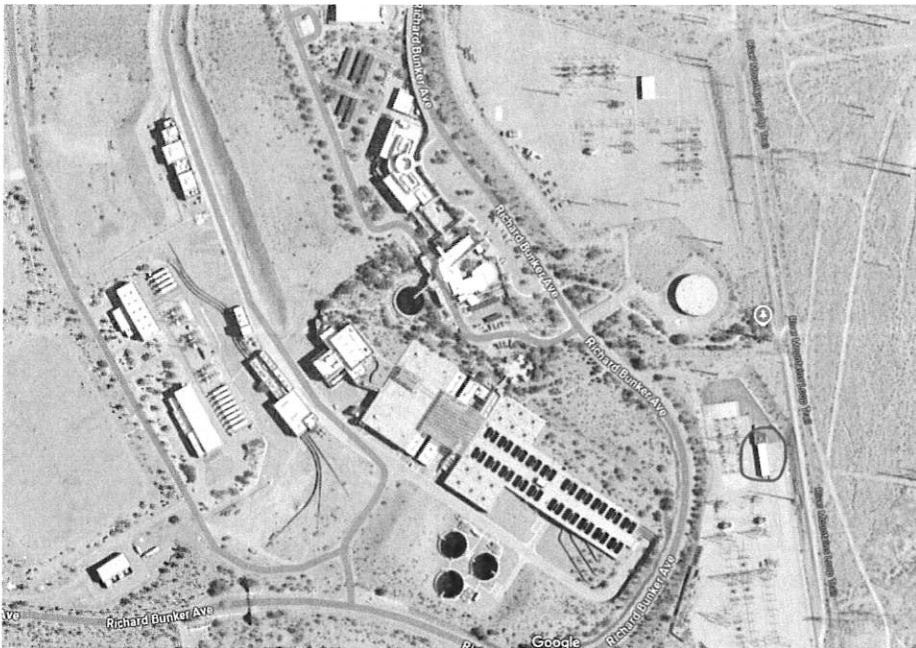
Structural Engineer:	MA Engineering
Mechanical, Plumbing:	Revolution Engineering
Electrical & Low Voltage:	Revolution Engineering
Cost Estimating	OCMI, INC.

PROJECT UNDERSTANDING

The building is an existing 4,200 SF CMU exterior with open web steel joists and metal roof decking that is currently partially office (1,400 SF) and partially storage (2,800 SF). The State of Nevada Colorado River Commission needs additional office space and wants to convert the storage to office and modify the existing office space to improve efficiency and functionality. There are likely no existing conditions drawings to be provided. The storage area building was constructed in the late '90s and the office building area was an addition that was built 5 to 6 years after that. The office includes an operations room with monitors and low voltage systems that will be expanding. No expansion of the existing footprint is anticipated. Building modifications include a modified and expanded mechanical system to support office space converted from storage space, as well as structural engineering to provide openings in shear walls and additional fenestration openings in the exterior envelope.

The tenant improvement design services will include assessing programmatic goals and the existing building, schematic design with a construction cost estimate, construction documents, permitting, and construction administration. It is assumed the construction duration would be approximately four months. It is also assumed that the capacities of utilities into the building are sufficient for the new systems, and that not site work will be required for this project.

It is our understanding that the project will be a construction manager at risk delivery method with Inline Construction, and that there is not an established construction budget for the project at this time.





PROJECT SCHEDULE – PROPOSED

See Exhibit B

SCOPE OF WORK

A. Programming

1. Provide client programming questionnaire ahead of programming meeting
2. Meet with client to discuss programmatic needs and wants
3. Document program including desired spaces and adjacencies
4. Review program with client to adjust and finalize
5. Provide up to (02) client meetings

B. Existing Conditions Assessment

1. Provide site visit for measurements and observations
2. Assess existing mechanical equipment and electrical panel
3. Create existing conditions Revit model to use during design
4. Provide (01) site visit

C. Schematic Design Services

1. Provide two to three floor plan options for client to review and comment
2. Develop chosen floor plan showing new facility configuration
3. Develop exterior elevations
4. Develop conceptual reflected ceiling plans
5. Develop conceptual demolition plans
6. Provide initial building code evaluation
7. Provide MEP, low voltage, and structural engineering narratives
8. Provide construction cost estimate
9. Up to (02) meetings with client during schematic design

D. Design Development

1. Provide full code analysis
2. Provide ADA details
3. Create building and wall sections
4. Provide initial structural design and calculations
5. Provide updated architectural new construction plans and exterior elevations
6. Provide room finish and finish schedules
7. Provide door and window schedules
8. Provide interior elevations where applicable
9. Provide egress plans
10. Provide initial mechanical systems plans and calculations
11. Provide initial power, lighting and low voltage plans and calculations
12. Provide initial plumbing plans and calculations
13. Provide initial specifications
14. Provide updated construction cost estimate
15. Provide up to (02) meetings with client

E. Construction Documents

1. This phase will provide all the plans, elevations, schedules and details required for permit, and for a biddable set for the selection of contractor
2. Full book specifications for all applicable building systems
3. 60% construction documents submittal allows the client to review the documents to make any minor adjustments prior to completing the documents. It is anticipated the CMAR will provide an updated construction cost estimate to ensure the project continues to be within budget.



4. 95% construction documents is a completed set that is ready to be submitted to the building department for review and approval
5. 100% construction documents has gone through the building permit review process and has incorporated any changes and modifications through that process.

COMPENSATION

A. Design Fee Team Fees per Phase:

Phase 1 Design Services

Programming	\$5,000
Existing Conditions Assessment	\$7,500
Schematic Design	<u>\$25,000</u>
Subtotal	\$37,500

Phase 2 Design Services

Design Development	\$30,500
Construction Documents 60%	\$24,700
Construction Documents 95%	\$18,300
Construction Documents 100%	<u>\$5,600</u>
Subtotal	\$79,100

B. Reimbursable Budget: \$1,500

* All related Plan Check and Permit Fees will be paid by the Owner and/or awarded general contractor.

** Reimbursable expenses are an estimate based on similar past project experiences and may be greater than or less than required for actual needs. Design Team will notify the Client if expenses may exceed the anticipated allowance. Compensation for additional expenses, if necessary, shall be provided by the Client. Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, fuel, etc.) made by the Design Team in the interest of the project are separate from our fees and will be billed at cost plus 10%.

EXCEPTIONS / CLARIFICATIONS

A. Agreement for Professional Services

Agreement for professional services will be in accordance with State of Nevada standard design services agreement.

B. Additional Services

All other services considered additional services (beyond the scope of work noted herein) will be provided only after an additional services request has been executed between the client and TSK.

C. Exceptions

1. Civil engineering and surveying
2. Landscape design
3. Geotechnical engineering
4. Environmental engineering
5. Bidding and negotiations support
6. Construction administration
7. Structural engineering beyond services stated above



8. Utility coordination (not anticipated)
9. Sustainability documentation and scoring submittal for certification
10. Fire life safety design (to be design build)
11. Specialty architectural lighting design
12. Permit processing beyond state AHJ building department
13. Acoustical engineering
14. Scope of work beyond that explicitly stated above
15. Work associated with significant owner requested design changes beyond 100% schematic design

D. Insurance

TSK carries the following insurance and will provide the Owner with certificates:

1. Comprehensive General Liability \$1,000,000 for each occurrence and in the aggregate for bodily injury and property damage
2. Automobile Liability - \$1,000,000 combined single limit and aggregate for bodily injury and property damage
3. Workers' Compensation - \$2,000,000
4. Professional Liability - \$1,000,000 per claim and in the aggregate for Architect's negligent acts, errors, and omissions

E. Attachments

1. Exhibit A, "TSK Hourly Rates"
2. Exhibit B, "Proposed Project Schedule"

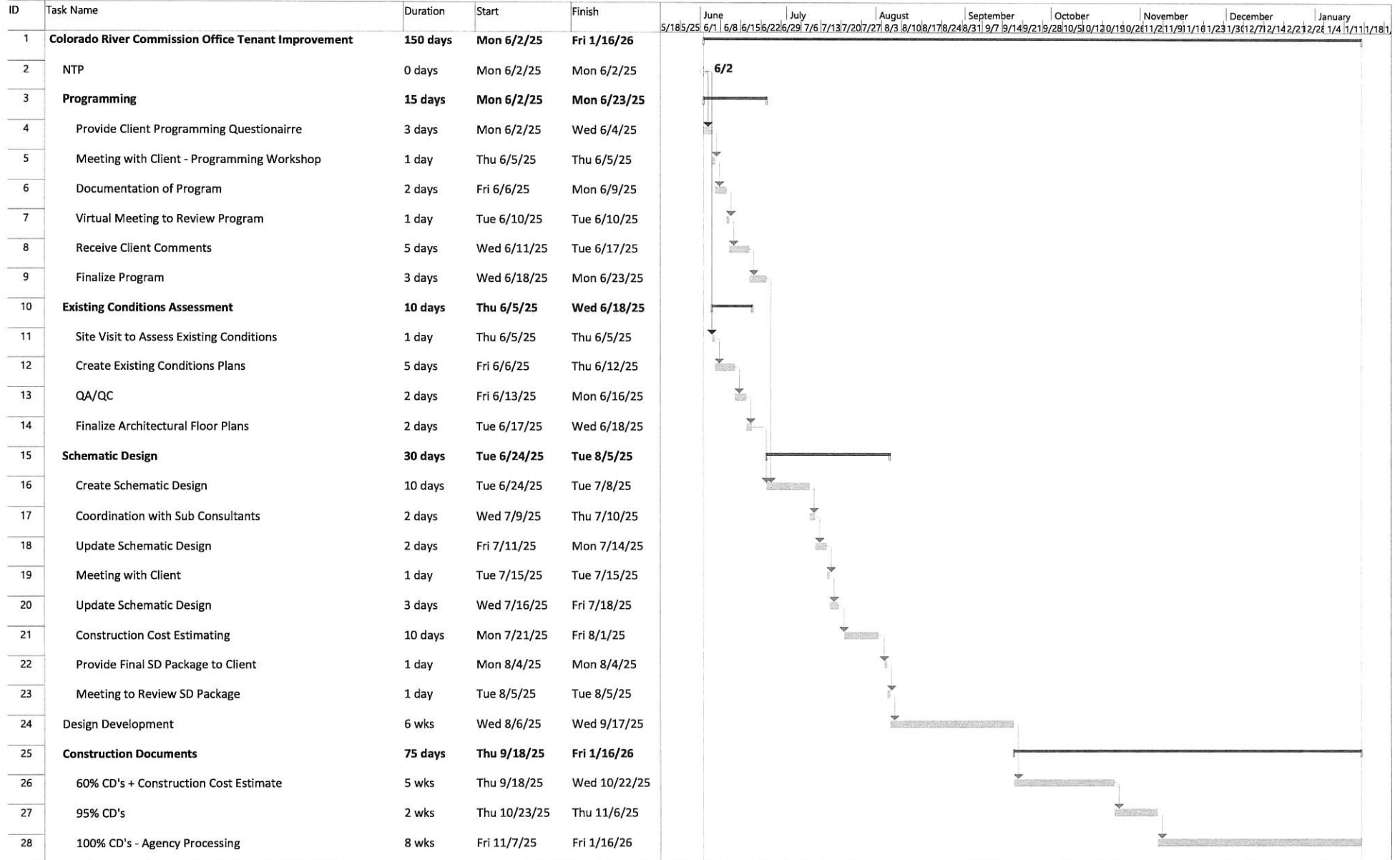


Exhibit A

2025 STANDARD BILLING RATES

Senior Principal	\$340.00
Principal	\$290.00
Sr. Project Manager	\$235.00
Senior Project Architect	\$210.00
Sr. Project Designer	\$210.00
Project Manager	\$185.00
Construction Site Manager	\$158.00
Project Architect	\$170.00
Project Designer	\$136.00
Project Coordinator	\$126.00
Specifications	\$126.00
Job Captain	\$126.00
Technical Support	\$105.00
Design Support	\$105.00
Administrative Support	\$95.00

Exhibit B



**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM N
FOR MEETING OF JUNE 10, 2025**

SUBJECT: <i>For Possible Action:</i> Staff update on the proposed process for the Commission's Allocation of Power from the Parker-Davis Project for eligible customers; and the Western Area Power Administration, Department of Energy's 2028 Parker-Davis Project Power Marketing Plan.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:
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None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide a presentation at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM O
FOR MEETING OF JUNE 10, 2025**

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM P
FOR MEETING OF JUNE 10, 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 Q
FOR MEETING OF JUNE 10, 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 R
FOR MEETING OF JUNE 10, 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 S
FOR MEETING OF JUNE 10, 2025**

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

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM T
FOR MEETING OF JUNE 10, 2025**

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

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, July 8, 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 U
FOR MEETING OF JUNE 10, 2025**

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

STAFF COMMENTS AND BACKGROUND: