

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM A  
FOR MEETING OF DECEMBER 9, 2025**

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

**STAFF COMMENTS AND BACKGROUND:**

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 DECEMBER 9, 2025**

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

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM C  
FOR MEETING OF DECEMBER 9, 2025**

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| <b>SUBJECT:</b><br><i>For Possible Action:</i> Approval of minutes of the August 12, 2025, meeting. |
| <b>RELATED TO AGENDA ITEM:</b><br>None.   |
| <b>RECOMMENDATION OR RECOMMENDED MOTION:</b><br>None.   |
| <b>FISCAL IMPACT:</b><br>None.  |

**STAFF COMMENTS AND BACKGROUND:**

The minutes of the August 12, 2025, meeting is enclosed for your review.

**The Colorado River Commission of Nevada (Commission) Meeting was held at 1:30 p.m. on Tuesday, August 12, 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    | Marilyn Kirkpatrick |
| Commissioner    | Allen J. Puliz      |
| Commissioner    | Dan Stewart         |
| Commissioner    | Steve Walton        |
| Commissioner    | Cody Winterton      |

### **COMMISSIONERS PRESENT VIA TELECONFERENCE**

|              |                |
|--------------|----------------|
| Commissioner | Cody Winterton |
|--------------|----------------|

### **DEPUTY ATTORNEY(S) GENERAL**

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

### **COMMISSION STAFF IN ATTENDANCE**

|  |                       |
|--|-----------------------|
| Executive Director                             | Eric Witkoski         |
| Senior Assistant Director                      | Sara Price            |
| Chief of Finance and Administration            | Douglas N. Beatty     |
| Assistant Director, Engineering and Operations | Shae Pelkowski        |
| 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        |
| Senior Energy Accountant                       | HyeLim Hong           |
| Power Systems Operations Manager               | Walter Shupe          |
| Power Facilities Communication Technician      | Lawrence Yurek        |
| Assistant Hydropower Program Manager           | Matthew Alinsod       |
| Energy Management Data Analyst                 | Rebecca Suafoa        |
| Hydropower Analyst                             | Elissa Emery          |
| 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**

Baker Tilly US, LLP  
City of Boulder City  
City of Henderson  
City of Henderson  
Clean Water Team  
Legislative Counsel Bureau  
Lincoln County Power District  
Overton Power District #5  
Self  
Southern Nevada Water Authority  
Southern Nevada Water Authority  
Southern Nevada Water Authority

Kieth Simovic  
Joe Stubitz  
Becky Rise  
Christopher Boyd  
Peter Beaulieu  
Justin Luna  
Dane Bradfield  
Johnathan Denninghoff  
Brian Orion  
Jordan Bunker  
Scott Krantz  
Annalise Porter

DRAFT

**COLORADO RIVER COMMISSION OF NEVADA**

**MEETING OF**

**AUGUST 12, 2025**

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The Colorado River Commission of Nevada (Commission) Meeting was called to order by Vice Chairwoman Kara Kelley at 1:37 p.m., followed by the Pledge of Allegiance.

**A. Conformance of Open Meeting Law.**

Eric Witkoski, Executive Director, 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 comments 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 June 10, 2025, meeting.***

Commissioner Allen Puliz moved for approval of the minutes with all necessary edits of the June 10, 2025, meeting.

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

**D. *For Possible Action: Approve Contract No. SA-25-SEL between the successful bidder, Schweitzer Engineering Laboratories, Inc. and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3218, for Protective Relays and Supervisory Control and Data Acquisition (SCADA) equipment, in an amount not to exceed \$1,200,000, with the contract ending July 31, 2029.***

Mr. Witkoski introduced Item D for possible action.

Shae Pelkowski, Assistant Director, Engineering and Operations, provided background information on Contract No. SA-25-SEL between the successful bidder, Schweitzer Engineering Laboratories, Inc., stating that as part of the Commission's Capital and Operations and Maintenance projects, the Power Delivery Group procured a large amount of relaying and communications equipment for protection of the high-voltage transmission system and associated substations. This contract allows Staff to procure this equipment at direct market rates without third-party markups.

Chairwoman Premsrirut asked if the Commission will be using the same equipment, just with a different vendor?"

Mr. Pelkowski confirmed that Staff will be using the same equipment, just obtained from different vendors.

Vice Chairwoman Kelley commented that the Commission is eliminating the middleman and dealing directly with the vendor, resulting in a 12 percent savings for our customers. Vice Chairwoman Kelley expressed appreciation for Staff's initiative, noting Staff is very responsive to the Commission's clients.

Commissioner Dan Stewart moved for approval of the contract with Schweitzer Engineering Laboratories, Inc., based on Bid Solicitation No. 69CRC-S3218, for Protective Relays and SCADA equipment, in an amount not to exceed \$1,200,000, with the contract ending July 31, 2029.

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

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| <p><b>E.     <i>For Possible Action: Approve Contract No. ES-25-SEL between the successful bidder, SEL Engineering Services, Inc., and the Colorado River Commission of Nevada, pursuant to Bid Solicitation No. 69CRC-S3216, for High Voltage Systems Engineering Services, in an amount not to exceed \$1,200,000, with the contract ending July 31, 2029.</i></b></p> |
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Mr. Witkoski introduced Item E for possible action.

Mr. Pelkowski stated that the proposed contract with SEL Engineering Services, Inc. are focused on construction and repair services. This is an enabling contract, allowing the Commission to issue purchase orders for specific scopes of work with individually negotiated costs.

Chairwoman Premsrirut asked:

"Compared to the last bid solicitation, this bid received six proposals. It is understood that Staff selected SEL because they were the most responsive and qualified. Could you articulate some of the characteristics or factors that led to that determination, so that others responding to our bid proposals can better understand the criteria Staff uses to select?"

Mr. Pelkowski stated that staff shortlisted three bids during the review process. Staff reviewed each proposal, ensuring the bidders provided examples of similar experience with other utility companies that are similar to the Commission and its needs to confirm they can meet the Commission's requirements. Staff also evaluated the rate sheets to ensure the proposed rates were competitive with each other and consistent with industry standards.

Commissioner Stewart moved for approval of Contract No. ES-25-SEL between the successful bidder, SEL Engineering Services, Inc., and the Colorado River Commission of Nevada, pursuant to Bid Solicitation No. 69CRC-S3216, for High Voltage Systems Engineering Services, in an amount not to exceed \$1,200,000, with the contract ending July 31, 2029.

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

**F. For Possible Action: Approve Contract No. SA-25-ProgUSA between the successful bidder, ProgUSA LLC and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3219, for SF<sub>6</sub> Gas Reclaimer Equipment and Service in an amount not to exceed \$75,000 with the contract ending July 31, 2029.**

Mr. Witkoski introduced Item F for possible action.

Mr. Pelkowski explained that within the utility industry, the use of Sulfur Hexafluoride (SF<sub>6</sub>) is common in high-voltage circuit breakers as an arc-extinguishing gas. However, SF<sub>6</sub> is a potent greenhouse gas and must be handled carefully. Contract SA-25-ProgUSA allows Staff to purchase and maintain an SF<sub>6</sub> recovery and filling cart to reduce leakage of SF<sub>6</sub> to the atmosphere during initial fills and maintenance operations.

This is an enabling contract, allowing the work needed to be requested and performed under purchase orders specifying the scope of work and negotiated cost.

Chairwoman Premsrut asked will the contract amount for \$75,000 ending the year of 2029 be spread out over the years or is this a balloon charged as needed?

Mr. Pelkowski stated that the cost of the cart is in the \$50,000 range, and that it would be a one-time expense. He added that there is a little extra included in case maintenance on the cart is needed.

Commissioner Marilyn Kirkpatrick moved for approval of Contract No. SA-25-ProgUSA between the successful bidder, ProgUSA LLC and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3219, for SF<sub>6</sub> Gas Reclaimer Equipment and Service in an amount not to exceed \$75,000 with the contract ending July 31, 2029.

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

**G. For Possible Action: Approve the Assignment of Contract No. PAS-25-01 between the Colorado River Commission of Nevada and Moss Adams LLP to Baker Tilly US, LLP as a result of the merger of the two accounting firms, and to amend the contract to include services to complete the 2024 ACFR.**

**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.**

Mr. Witkoski introduced Item G for possible action and indicated that Item I would be taken at the same time.

The two items were taken together to provide an update on the Annual Comprehensive Financial Report for Fiscal Year 2024 that is still outstanding, and the need to amend Contract PAS-25-01.

Doug Beatty, Chief, Finance and Administration, provided details about the Assignment of Contract No. PAS-25-01. On April 8, 2025, the Commission approved Contract No. PAS-25-01 with Moss Adams LLP for annual financial audit services to begin on July 1, 2025. On or about June 3, 2025, Moss Adams LLP merged with Baker Tilly US, LLP.

The Commission's prior contract with Moss Adams dated June 8, 2021, expired on June 30, 2025, before Moss Adams could complete Commission's ACFR for Fiscal Year 2024.

Moss Adams could not complete the 2024 ACFR by the end of the contract term because it was, and continues to be, waiting for information from the Nevada State Controller's Office. Contract No. PAS-25-01 needs to be amended to add services to complete the 2024 ACFR and to supplement spending authority to include the remaining funds under the prior contract.

Mr. Beatty provided an update on FY24 financial audit. Staff has reached out to the State Controller's office numerous times and as of the date of the meeting, the Controllers Office has provided revised interest income numbers and most of the Public Employee Retirement System (PERS) information. Mr. Beatty indicated they still need the Public Employee Benefits System (PEBS) information and once it is received, he would notify Baker Tilly to complete the 2024 FY. Staff would then start on FY 2025.

Commissioner Kirkpatrick asked whether there is a process where the Staff can reach out to the the Controller's office to get the audit completed in a timely manner.

Mr. Beatty indicated Staff had reached out to the State Controller's Office as well as to the Governor's Office. The Governor's office offered assistance and assigned a member of its Staff to work on the obtaining the information. Mr. Beatty indicated that the Controller's office was still working on ACFR for Fiscal Year 2023 and that was expected to be completed in September. It is expected that following the completion of 2023, the Commission will be able to obtain the necessary information for Fiscal Year 2024 from the Controller.

In regard to the assignment of the Moss Adams contract to Baker Tilly, Keith Simovic a Principal formerly with Moss Adams and now with Baker Tilly commented.

Mr. Simovic noted that the team serving Colorado River Commission, including himself as the lead principal on the engagement, will not change for the remainder of the 2024 audit and for the audits covered under the new audit contract executed recently. He indicated they understood the Commission is a unique entity and that upfront communication is important to ensure there is a clear understanding in regard to significant transactions. He indicated the intention with the newly combined firm is not to change their service teams or existing client relationships. He indicated he will continue to oversee the audit engagement to help ensure the continued service levels and relationship they have established with the Commission continue.

Commissioner Kirkpatrick commented anytime there are mergers there can be staff changes. The Commission is asking that Baker Tilly work with the Commission on the front end, as opposed to waiting to the backend to address issues. She indicated the Commission desires to have a good working relationship with the auditors.

Keith agreed with Commissioner Kirkpatrick.

Chairwoman Premsrirut commented that the Commission's concerns are that the auditors/accounting members assigned are the same individuals and in the event that they are not, BakerTilly should provide assurances that those assigned have the specialized knowledge needed and be proactive versus waiting until the audit is close to completion.

Vice Chairwoman Kelley asked that the minutes be prepared in more detail, reflecting the Commissioner's and Chairwoman's direction.

Commissioner Kirkpatrick moved to approve Contract No. PAS-25-01 assigning the contract between the Commission and Moss Adams LLP to Baker Tilly US, LLP.

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

Chairwoman Premsrirut moved to amend the contract to add Fiscal Year 2024 and to include language, including a recital, describing the best practices the Commission expects in conjunction with this amended contract and the new firm, Baker Tilly.

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

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| <p><b>H.    <i>For Possible Action: Consideration of and possible action on Staff's Draft Notice to Eligible Applicants of the Opportunity to Apply for an Allocation of Hydropower from the Parker-Davis Project (P-DP) and the Application for an allocation of P-DP beginning October 1, 2028, in accordance with NAC 538.455(5).</i></b></p> |
|--|

Mr. Witkoski introduced Item H for possible action.

Gail Bates, Assistant Director of Hydropower, provided a summary of the upcoming expiration of the Commission's Parker-Davis Project (P-DP) hydropower contracts on September 30, 2028. She explained that staff anticipates entering a new 20-year contract with the Western Area Power Administration beginning October 1, 2028. Staff presented a draft Notice to Eligible Applicants and Application for post-2028 hydropower allocations, noting that a public meeting was held on July 1, 2025, with no objections received.

Ms. Bates reviewed statutory and regulatory eligibility requirements, expected stranded cost obligations assigned by WAPA, and general criteria applicants must meet. She noted that existing qualified contractors that have fully utilized their current allocations will be eligible to receive at least their existing percentage share. Staff also outlined the proposed 30-day application period, with applications expected to open on or about August 18, 2025, and close on or about September 18, 2025.

Details of the presentation are provided in the attached PowerPoint.

Commissioner Kirkpatrick moved to approve the Draft Notice to Eligible Applicants and the Application for an allocation of P-DP hydropower beginning October 1, 2028, in accordance with NAC 538.455(5).

Commissioner Stewart seconded the motion, which was approved unanimously.



**J. 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 J for Information Only. No updates.

**K. 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 K for information only.

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

**L. 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 who wished to address the Commission. There were none.

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

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

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

The next meeting is tentatively scheduled for 1:30 p.m. on September 9, 2025, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**O. Adjournment.**

The meeting was adjourned at 2:36 p.m.

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Eric Witkoski, Executive Director

APPROVED:

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Puoy K. Premsrirut, Chairwoman




# Colorado River Commission of Nevada

## Public Notice of Parker-Davis Project Criteria and Application

August 12, 2025

8/12/2025 1

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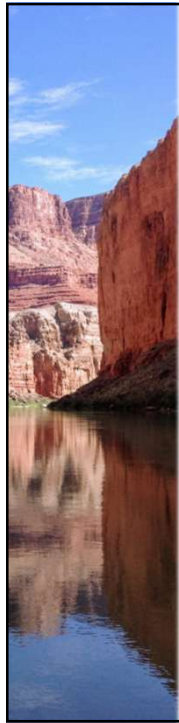


## Background

- The Commission's contracts with Western Area Power Administration (WAPA) for hydropower generation from the Parker-Davis Project expire on Sept. 30, 2028.
- The Commission's Parker-Davis contracts with its customers also expire on Sept. 30, 2028.
- We expect to enter into a new contract with WAPA for a 20 Year Term beginning October 1, 2028.
- The Commission's regulations dictate the process we must use to determine who will receive a Parker-Davis allocation from the Commission in 2028.

8/12/2025 2

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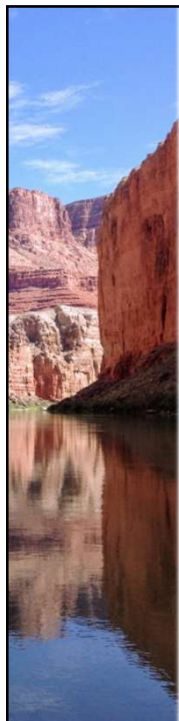
## What are we Asking the Commission to Do Today?

- Approve, revise, or reject the draft notice which contains:
  - A description of the power to be allocated;
  - Criteria to be used to determine who will receive a post-2028 Parker-Davis allocation;
  - Application that will be filled out by applicants;
  - Timeline for applications to be received.

8/12/2025

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## Criteria Highlights

- Contract Term
  - October 1, 2028 through September 30, 2048
- Treatment of Stranded Costs
  - WAPA is carrying approximately \$54.8 million in purchased power deficits from 2018-2023 which is being amortized through 2043.
  - The CRCNV's share of the deficit, including interest, is approximately \$14.1 million.
  - The CRCNV's current plan is to assess the deficit to all contract holders in proportion to their post-2028 capacity allocations.
  - Impact is estimated to be approximately \$3-\$4/MWh in addition to resource cost of approximately \$20-\$22/MWh.

8/12/2025

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## Statutory and Regulatory Highlights

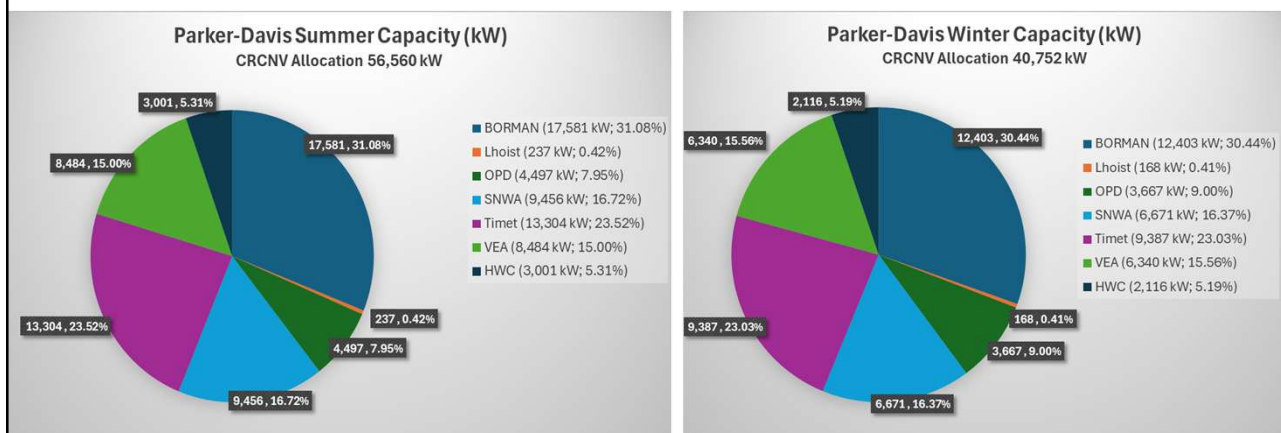
- Statutory Requirements
  - The Applicant must be an entity that the CRCNV has the statutory authority to serve under NRS 704.787. That includes:
    - Any customer that the CRCNV was serving or had a contract to serve on July 16, 1997, including any successor in interest to such customers; or
    - The Southern Nevada Water Authority (SNWA) or a member agency of SNWA that will use the power for water and wastewater operations.

8/12/2025

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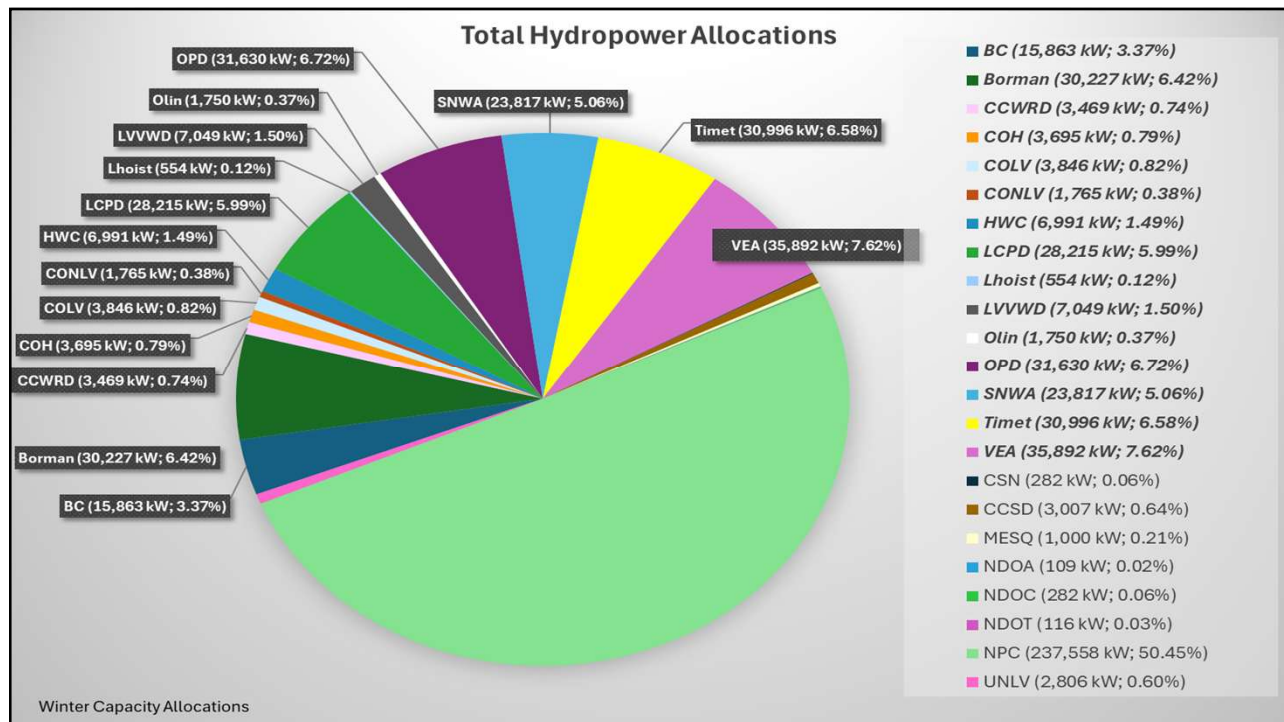
## Current Parker-Davis Allocations




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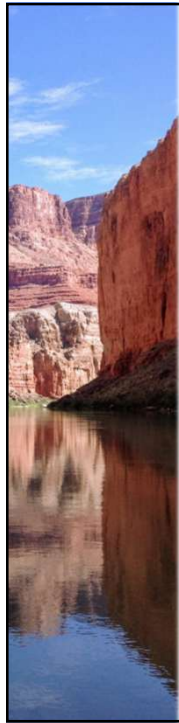
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## Statutory and Regulatory Highlights

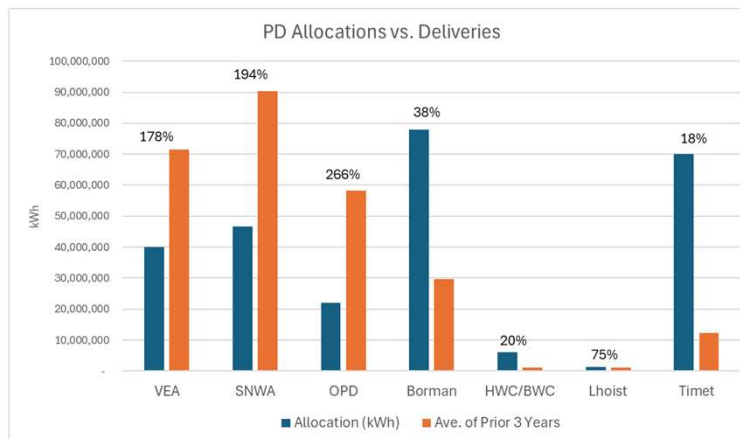
- Regulatory Requirements
  - Applicants must comply with NAC 538.410. If the Applicant is an electric utility, it must satisfy the requirements of NAC 538.410(5) which states that the electric utility:
    - has a peak demand of at least 8 megawatts;
    - is located within Western's defined marketing area in this State for the Parker-Davis Project;
    - is eligible to receive preference power under the applicable provisions of federal law relating to preference power. Preference entities include cities and towns, irrigation districts, public utility districts, and rural electric cooperatives.

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## General Requirement

- The Applicant must have a need for the resource to meet its load after considering all resources that are owned or purchased under long-term contracts, including other hydropower resources from the CRCNV.

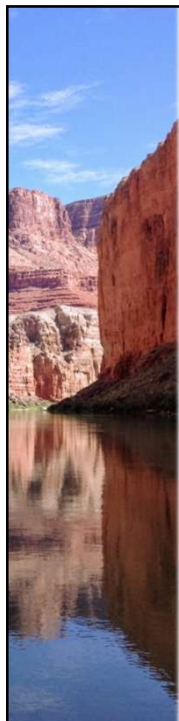


Focus will be on past use of the P-DP allocation, including the last three federal fiscal years (2022-2024).

8/12/2025

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## Other General Requirement


- The award of resources to the Applicant will not place an excessive administrative burden on the CRCNV.
- The Applicant must demonstrate, by March 1, 2028, that it will have all necessary transmission, scheduling and distribution arrangements in place prior to delivery.
- The Applicant must be able to make its own, independent assessment of the need for optional energy products offered under the P-DP Electric Service Contract.
- Applicants must be creditworthy and in compliance with its current Commission contracts and may be required to post collateral in accordance with the CRCNV's statutes and regulations.

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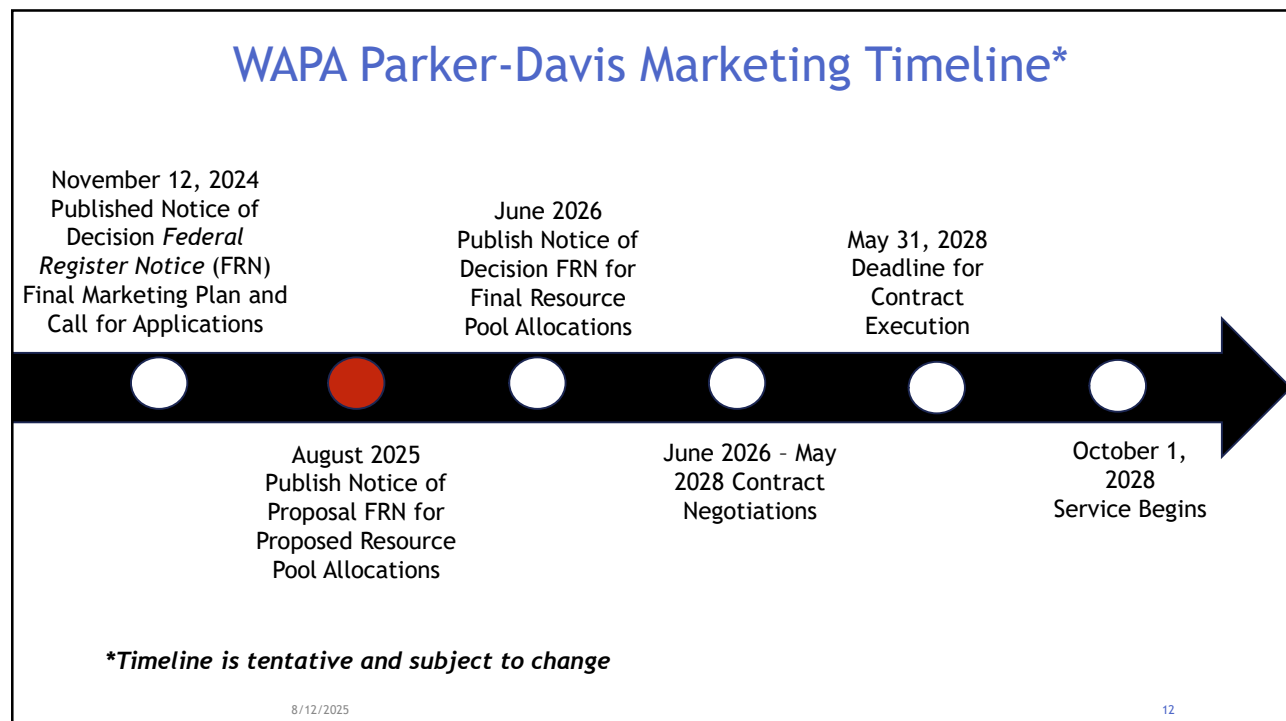


## Existing Contract Holders and Future Allottees

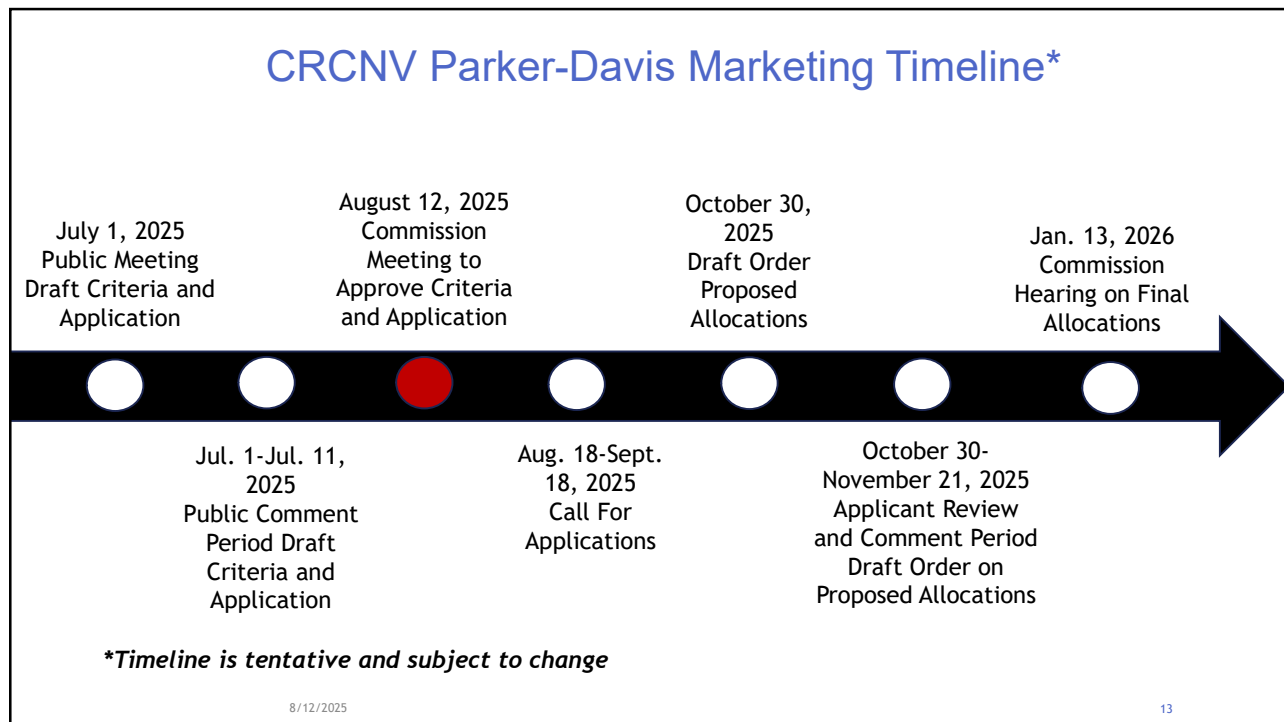
- Any electric utility or water purveyor that is a current P-DP contractor in Nevada, who applies, meets the above criteria, and whose load and resource data during federal fiscal years 2022 through 2024 shows that they have fully utilized the resource, will automatically be granted, as a minimum, their existing percentage share of the P-DP electric power resource.
- Any eligible contractor who applies may be considered for a future allocation. In awarding the resource to eligible contractors, the CRCNV will consider the degree to which awarding the allocation will:
  - Promote the widespread beneficial use of the resource;
  - Support the continued economic health and viability of the Applicant;
  - Promote utility rate stability for public entities;
  - Promote diversification of the Applicant's energy portfolio.

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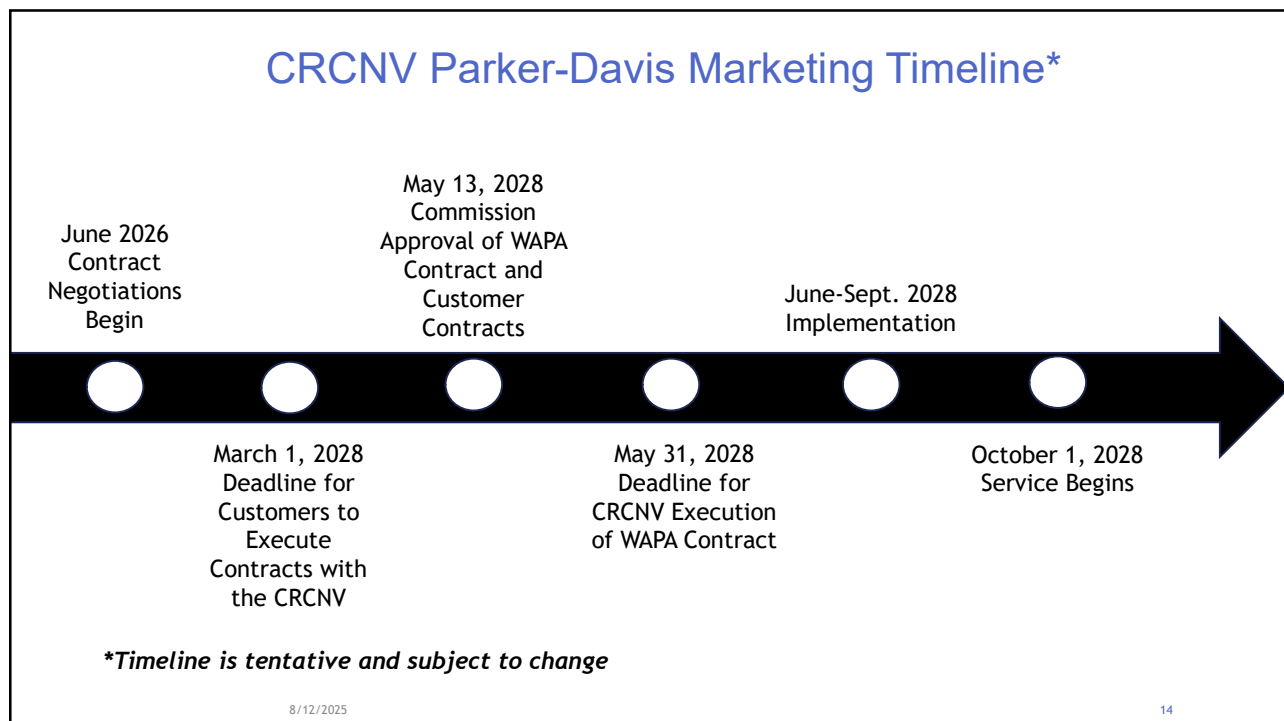
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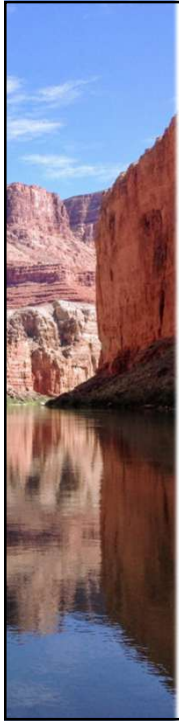


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Questions?

8/12/2025

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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM D  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For possible Action:* To approve Contract No. CRCBC-05 between successful bidder, Commercial Energy Services and Supply, LLC dba CESS and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3445 for two (2) 69 kV voltage class circuit breakers for the City of Boulder City Substation #3 Rebuild in the amount of \$218,000 and authorize a change order contingency in an amount not to exceed \$21,800.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommend the Commission approve the contract CRCBC-05 and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

Contract not to exceed \$239,800.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background**

In 2023, the City of Boulder City requested assistance from the Commission's Power Delivery Group (PDG) through an Interlocal Agreement, to design and construct improvements for the City of Boulder City that provides electricity to its community.

As background, an Interlocal Agreement provides that any one or more public agencies may contract to perform any governmental service, activity or undertaking which any of the public agencies entering the contract is authorized by law to perform. See NRS 277.180. The Commission has authority to construct a facility for the generation and transmission of electricity under NRS 538.161.

On April 11, 2023, the Commission approved an Interlocal Agreement for the design and rebuilding of Substation #3 for City of Boulder City. Under the Interlocal Agreement, the Commission may purchase materials, design, and construct facilities for the City of Boulder City.

**B. Purchase of Circuit Breakers for City of Boulder City Project**

The CRC issued Request for Proposals for two 64 kV circuit breakers in consultation with Boulder City.

On August 14, 2025, Bid Solicitation No. 69CRC-S3445 was posted in NVEPro. Bid solicitations were sent to 29 vendors registered with NVEPro. The deadline for bid proposals closed at 2:00 p.m. on September 25, 2025. One proposal was received through NVEPro. The evaluation team, which included a representative from City of Boulder City, reviewed the bid and selected the proposal from Commercial Energy Services and Supply, LLC dba CESS.

This Contract is to design, manufacture, assemble, test, ship, and provide all other ancillary services relating to the procurement of two 69 kV circuit breakers as specified in the contract. The Equipment will be purchased by the Commission pursuant to NRS 538.161 (2) and the Commission's established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM D  
FOR MEETING OF DECEMBER 9, 2025**

**C. Staff's Recommendation**

Staff recommend the Commission approve the contract with Commercial Energy Services and Supply, LLC dba CESS 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**

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# **Boulder City Substation #3 Rebuild**

**Contract No. CRCBC-05  
69kV Circuit Breakers**

**Bid Documents and Specifications**

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Issue: For Bid: August 14, 2025  
Notice of Intent: October 16, 2025  
For Award: December 9, 2025

# **BOULDER CITY SUBSTATION #3 REBUILD**

**Contract No. CRCBC-05  
69kV Circuit Breakers**

## **Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

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

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

### **2. Equipment.**

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

69 kV voltage class circuit breaker, outdoor, free-standing, dead-tank design, comprised of three (3) group-operated poles, with a common stored-energy operating mechanism, operating in a non-coastal environment up to 3,300-feet. The Equipment will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-1100 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: August 14, 2025

By:



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Shae D. Pelkowski

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

September 25, 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:**

Boulder City Substation #3 Rebuild  
Contract No. CRCBC-05  
69kV Circuit Breakers

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

Name: Commercial Energy Services and Supply, dba CESS  
Address: 8411 Duneville St, Bldg 3 Las Vegas, NV 89139

**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. <u>N/A</u> | Dated <u>N/A</u> |
| No. _____      | Dated _____      |
| No. _____      | Dated _____      |

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

## **5. Bid Price.**

Bidder will design, manufacture, assemble, test, ship and provide ancillary services relating to the Equipment in accordance with the Contract Documents and in the amounts stated for unit prices. Conditions may arise which will necessitate changes in the quantities identified herein. The prices quoted per unit must be firm and not dependent on the final quantity of items. The Bidder agrees that increases or decreases in the estimated quantities will not justify unit price revisions. Unit prices must be stated as firm. Escalation or adjustment factors will not be accepted by the CRCNV. Unit prices must include labor, equipment, tools, vehicles, materials, supplies, permits, markups, supervision and all related costs.

| <b>Bid Item</b>       | <b>Specification Section</b> | <b>Description</b>  | <b>Unit</b> | <b>Unit Price</b> | <b>Qty</b> | <b>Extended Price</b> | <b>Proposed Manufacturer</b> | <b>Delivery - Weeks After N-T-P*</b> |
|-----------------------|------------------------------|---|-------------|-------------------|------------|-----------------------|------------------------------|--------------------------------------|
| 401                   | 1000                         | 69kV Circuit Breaker as described in Specification F.O.B. COBC Substation #3 35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. | Each        | \$109,000.00      | 2          | \$218,000.00          | GE Vernova                   | 45                                   |
| <b>CONTRACT PRICE</b> |                              |   |             |                   |            | \$218,000.00          |                              |                                      |

\*Notice-to-Proceed.

## 6. Delivery Schedule.

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

### SIGNATURE OF BIDDER

By: Commercial Energy Services and Supply, dba CESS  
(Corporation Name)

By: David Welch  
(Signature of Authorized Person)

David Welch, Executive Sales Director  
(Printed Name and Title)

Business Address:

8411 Duneville St, Bldg 3

Las Vegas, NV 89139

Phone No. 702-203-4210  
Email: dwelch@cessenergy.com

Fax No. 702-833-1010

This Bid is Submitted On: September 19, 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. CRCBC-05**  
**BOULDER CITY SUBSTATION #3 REBUILD**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and, COMMERCIAL ENERGY SERVICES & SUPPLY, LLC, dba CESS, 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:

| <b>Bid Item</b> | <b>Description</b>  |
|-----------------|---|
| 401             | 69kV Circuit Breaker as described in Specification<br>F.O.B. COBC Substation #3<br>35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. |

**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. CRCBC-05, 69kV Circuit Breakers; 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 Boulder City Substation #3 Rebuild.

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. Joseph Stubitz, 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, Nevada 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 Documents.

**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 twenty-five percent (25%) of the Contract Price as of the Notice to Proceed, twenty-five percent (25%) of the Contract Price upon submission of the approval drawings, and forty percent (40%) of the Contract Price upon delivery of the Equipment.

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

**7.3 Application for Final Payment.** The Contractor shall submit an application for final payment, which may include the actual and verifiable shipping cost of the Equipment, upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for anticipated Final Acceptance Date.) 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:

| <b>Bid Item</b> | <b>Description</b>   | <b>Liquidated Damages, Per Day</b> |
|-----------------|--|------------------------------------|
| 401             | 69kV Circuit Breaker as described in Specification F.O.B. COBC Substation #3<br>35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. | \$500 each unit of the Bid Item    |

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

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

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

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

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

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

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

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

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

##### **Minimum Requirements:**

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

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

## 2. **Automobile Liability**

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

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

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

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

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

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

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

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

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



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

5. **Transportation(Cargo) Insurance**

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

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

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

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

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

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

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

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

### **13.13 Indemnification; Limited Liability.**

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

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

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

thereafter substitute another bond and surety, both of which must be acceptable to the CRCNV.

#### **14. Risk Of Delay**

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

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

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

#### **15. Effect and Termination**

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

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

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

15.4 **CRCNV's Right to Take Possession and Terminate.** If the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a trustee files a petition against the Contractor to take advantage of any debtor's act or to reorganize the Contractor under bankruptcy or similar laws; if Contractor repeatedly fails to supply suitable materials or equipment in the performance of this

Contract; if Contractor fails to make prompt payments for labor, materials, or equipment; if Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Equipment or the Contractor's performance of this Contract; or, if the Contractor disregards the CRCNV's orders or Change Orders under this Contract, then the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, and after giving the Contractor and his surety at least seven days' written notice, terminate this Contract and take possession of all Equipment then delivered, and obtain all additional Equipment required by this Contract from third party sources by whatever method the CRCNV may choose. In such case, the Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.

#### **16. Taxes.**

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

#### **17. Unemployment Compensation.**

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

#### **18. Discrimination.**

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

#### **19. Disputes.**

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

#### **20. Waiver of Claims.**

The CRCNV's making and the Contractor's acceptance of final payment constitute a waiver of all claims by the CRCNV against the Contractor and the Contractor against the CRCNV, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract or the terms

of any special guarantees specified therein. The CRCNV's making and the Contractor's acceptance of final payment does not constitute a waiver by the CRCNV of any rights in respect of the Contractor's continuing obligations under the Contract, nor a waiver of those claims previously made in writing and still unsettled.

## **21. Notices.**

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

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

Commercial Energy Services and Supply, dba CESS  
c/o David Welch  
8411 Duneville St. Bldg 3  
Las Vegas, Nevada 89139  
Email: [dwelch@cessenergy.com](mailto:dwelch@cessenergy.com)

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

## **22. Submission of Claims.**

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

## **23. Assignment of Contract.**

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

**24. Severability.**

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

**25. Survival.**

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

**26. Applicable Law; Venue.**

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

**27. Article Headings.**

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

**28. Waiver.**

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

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

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

**30. Authority to Execute.**

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

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

**CONTRACTOR**

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

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

**COLORADO RIVER COMMISSION OF NEVADA**

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

Puoy K. Premsrirut  
Chairwoman

**ATTEST**

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

Approved as to Form:

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



**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CRCNV** (Name and Address):

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

**CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

\$ \_\_\_\_\_

Description: Contract No. CRCBC-05,

Boulder City Substation #3 Rebuild

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 The City of Boulder City Substation #3 is a 69-12kV substation 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 69kV Circuit Breakers as specified herein.

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

### **3. Delivery.**

3.1 Bid Item 401 shall be shipped F.O.B.  
COBC Substation #3  
35°58'33.19"N, 114°48'50.46"W  
Boulder City, NV 89005

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. Joseph Stubitz  
Colorado River Commission of Nevada  
Cell Phone: (702) 376-9997  
Email: [JStubitz@crc.nv.gov](mailto:JStubitz@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. CRCBC-05.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBC-05, and shall perform energization and startup of the new facilities.

**5. Work Schedule.**

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

5.1.1 Work Schedule:

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

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

5.1.1.3 Delivery beginning on or after October 27, 2026, and ending on or before November 10, 2026.

5.2 The anticipated Final Acceptance Date for all Equipment is December 6, 2027.

**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:

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

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

## **SECTION 800 EQUIPMENT**

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

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

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

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

**3. Storage and Protection.**

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

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

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

## **SECTION 900 MANUFACTURER'S FIELD SERVICE**

### **1. Services Required.**

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

**SECTION 1000**  
**33 75 19**  
**69kV Circuit Breaker**

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.01 SUMMARY:

- A. This Section covers three-phase, high voltage, and extra high voltage (EHV), SF6 gas insulated, dead tank circuit breakers, gas, maintenance tools, and spare parts.
- B. The 33 75 19 DS - CIRCUIT BREAKER DATA SHEET (DATA SHEET) is part of this specification. The Data Sheet defines the scope of work that is included in the request for a proposal.
- C. Exceptions to these specifications and the proposed breaker technical data shall be listed in the DATA SHEET completed by the SUPPLIER.

#### 1.02 RELATED REQUIREMENTS:

- A. SECTION 33 75 19 DS – HIGH VOLTAGE CIRCUIT BREAKER DATA SHEET.

#### 1.03 NORMATIVE REFERENCES:

- A. Unless otherwise specified, the most recent date and revision of the referenced standard shall apply. Where there are differences between the referenced standards and this Section, the requirements of this Section shall govern.
  - 1. American Society of Mechanical Engineers (ASME):
    - a. Boiler and Pressure Vessel Code (BPVC), Section VIII- Rules for Construction of Pressure Vessels Division 1 with Addenda.
  - 2. ASTM International (ASTM):
    - a. A123 - Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strips.
    - b. A501 - Hot-Formed Welded and Seamless Carbon-Steel Structural Tubing.
    - c. B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
    - d. D1535 - Standard Practice for Specifying Color by the Munsell System.
    - e. D2472 - Specification for Sulfur Hexafluoride.
  - 3. The Institute of Electrical and Electronic Engineers (IEEE):
    - a. IEEE 693 - IEEE Recommended Practice for Seismic Design of Substations.
    - b. IEEE C2 - National Electric Safety Code.
    - c. IEEE C37.04 -IEEE Standard Ratings and Requirements for AC High Voltage Circuit Breakers with Rated Maximum Voltage Above 1000V.
    - d. IEEE Std C37.06.1 - IEEE Recommended Practice for Preferred Ratings for High-Voltage (>1000 volts) AC Circuit Breakers Designated Definite Purpose for Fast Transient Recovery Voltage Rise Times (Applicable for breaker installed to switch transformer high side).
    - e. IEEE C37.09, IEEE Standard Test Procedure for AC High-Voltage Circuit Breakers with Rated Maximum Voltage Above 1000 V.
    - f. IEEE C37.010, IEEE Application Guide for AC High-Voltage Circuit Breakers > 1000 Vac Rated on a Symmetrical Current Basis.
    - g. IEEE C37.011, IEEE Guide for the Application of Transient Recovery Voltage for AC High-Voltage Circuit Breakers with Rated Maximum Voltage Above 1000 V.
    - h. IEEE C37.012, IEEE Guide for the Application of Capacitance Current Switching for AC High-Voltage Circuit Breakers Above 1000 V. (IF APPLICABLE).
    - i. IEEE C37.015, IEEE Guide for the Application of Shunt Reactor Switching. (IF APPLICABLE).
    - j. IEEE C37.017, IEEE Standard for Bushings for High Voltage [over 1000 V (ac)] Circuit Breakers and Gas-Insulated Switchgear.



## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

- k. IEEE C37.11, IEEE Standard Requirements for Electrical Control for AC High-Voltage (>1000 V) Circuit Breakers.
- l. IEEE C37.12, IEEE Guide for Specifications of High-Voltage Circuit Breakers (over 1000 V)
- m. IEEE C37.12.1, IEEE Recommended Practice for Instruction Manual Content of AC High-Voltage Circuit Breakers Above 1000 V
- n. IEEE C37.100, IEEE Standard Definitions for Power Switchgear.
- o. IEEE C37.100.1, IEEE Standard of Common Requirements for High-Voltage Power Switchgear Rated Above 1000 V
- p. IEEE C57.13, IEEE Standard Requirements for Instrument Transformers.
- q. IEEE C37.122.3, IEEE Guide for Sulphur Hexafluoride (SF6) Gas Handling for High-Voltage (over 1000 Vac) Equipment.
- 4. National Electrical Manufacturers Association (NEMA):
  - a. NEMA Standards Publication 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
  - b. NEMA CC-1, Electric Power Connection for Substations.
  - c. NEMA SG 4, Alternating Current High-Voltage Circuit Breakers.
  - d. NEMA SG 11, Guide for Handling and Maintenance of Alternating Current Outdoor High-Voltage Circuit Breakers.
  - e. NEMA/ANSI C84.1, Electric Power Systems and Equipment - Voltage Ratings (60 Hz)
  - f. NEMA WC70, Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy
- 5. The Society for Protective Coatings:
  - a. SSPC Painting Manual, Volume 1, 4th Edition, Good Painting Practice.
  - b. SSPC Painting Manual, Volume 2, 2008 Edition, Systems and Specifications.
- 6. Underwriters Laboratories:
  - a. UL 1581, Reference Standard for Electrical Wires, Cables, and Flexible Cords.

### 1.04 SUBMITTALS:

- A. The following documents shall be submitted with proposal:
  - a. High Voltage CB Data Sheet filled by the Supplier.
  - b. Outline drawing showing the overall dimensions.
  - c. Circuit breaker weight.
  - d. Type test reports.
  - e. Detailed list of exceptions or deviations.
- B. Action Submittals:
  - 1. General outline drawings of equipment showing:
    - a. Overall dimensions.
    - b. Location of major components.
    - c. Locations of conduit entrance plates.
    - d. Grounding Locations.
    - e. Total weight including all accessories with insulating gas.
      - (1) Total weight including all accessories without insulating gas.
      - (2) Impact loads and uplift during closing and opening operations.
  - 2. Detailed equipment installation drawings showing:
    - a. Location of OWNER's connections.
    - b. All clearances required for erection, operation, and maintenance of the equipment.
  - 3. Foundation requirements including:

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

- a. Anchorage patterns, anchor bolt sizes and locations.
    - b. Base plate sizes.
  4. Base reactions of each leg of equipment broken down into basic load cases:
    - a. Dead
    - b. Live (Conductor attachments)
    - c. Wind
    - d. Operational (Dynamic)
    - e. Seismic
  5. Outline drawings of bushings with maximum cantilever withstand in all three axes.
  6. Schematic diagrams for electrical items showing:
    - a. External connections.
    - b. Terminal block numbers.
    - c. Breaker and fuse ratings.
    - d. Internal wiring diagrams.
  7. Schematic of the SF6 gas system, hydraulic system or air system including all valve locations and normal operating positions.
  8. A list of all instruments furnished including all gauges, switches, solenoid valves, thermocouples, transmitters, meters, etc. Each instrument shall be assigned a unique designation which shall be included on the instrument list and wherever the instrument occurs on any of the drawings.
  9. Bill of materials, spare parts list, and list of parts shipped loose.
  10. Current transformer performance curves.
  11. Current transformer connection and polarity diagrams.
  12. Diagrammatic nameplate drawings including all manufacturing data and serial numbers.
  13. Annunciator point legend and arrangement drawing.
  14. Where standard drawings are furnished that cover several variations of the general class of equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the equipment being furnished. Such annotation shall also include proper identification of the submittal permanently attached to the drawing.
  15. Equipment outline in 3D in AutoCAD format.
  16. Test protocol prior to routine tests (if there are no Standards procedures).
- C. Informational Submittals:
1. Torque specifications for all bolted connections to be installed during field assembly shall be included.
  2. Instruction books with all the information listed in IEEE C37.12.1, including gas filling instructions. Include specifications for any oil, etc., required for compressor motors and other equipment. Lubricant characteristics shall be sufficiently detailed that a replacement lubricant can be selected if the lubricant manufacturer discontinues the specified lubricant.
    - a. One instruction book as approved by the OWNER shall be shipped with each power circuit breaker in addition to those required for approval.
  3. Routine test, and production test reports.
  4. If field commissioning service is provided, a field test report shall be submitted.
    - a. If more than one circuit breaker is tested, a separate report shall be generated. One copy of each report shall be left at the site before SUPPLIER's services personnel leave, and extra copies.
  5. Seismic qualification report shall be included as required per IEEE 693.

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

### 1.05 MAINTENANCE:

- A. SUPPLIER shall furnish all maintenance tools and replacement parts listed in PART 2.10 and the CIRCUIT BREAKER DATA SHEET.

### 1.06 DELIVERY, STORAGE, AND HANDLING

#### A. Shipping:

1. All circuit breakers that are delivered to the location specified in the CIRCUIT BREAKER DATA SHEET shall be shipped to the FOB destination in open top or on flatbed trucks.
  2. All circuit breakers shall contain desiccant during shipment unless the breaker is filled with 5 psi pressure of SF6.
  3. The circuit breaker shall be shipped as fully assembled as possible. SUPPLIER shall identify shipping splits.
- B. All shipping container(s) shall be labeled with OWNER's P.O. number, substation name, and number of container(s) (1 of 6, etc.). If multiple circuit breakers are sent in one shipment, each container(s) shall be clearly identified so that all parts can be matched.
- C. The equipment and accessories shall be adequately anchored, braced, and packed to prevent damage from vibration, shock, or dampness that might reasonably be encountered in transportation and handling.
1. If SUPPLIER requires that their field service representative be present during initial installation or energization of equipment, a notice shall be clearly attached to each piece of equipment so that OWNER's construction personnel are aware of this requirement. This notice shall include the name, phone number and e-mail address of the SUPPLIER's field service representative.
  2. If heater energization is required during storage, heater extension cables shall be routed to the exterior of the container, be properly protected and correctly labeled for the OWNER's contractor to utilize.

#### D. Delivery:

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

### 1.07 QUALITY ASSURANCE:

- A. SUPPLIER shall have an ISO 9000/9001 certified Quality Assurance Program covering quality control and assurance measures. The ISO certified program shall be imposed by SUPPLIER on the work within the scope of these specifications and upon sub-suppliers or subcontractors.
- B. OWNER shall at any time be permitted to have representatives visit SUPPLIER's factory to examine the circuit breaker or any part to ascertain if the material and processes conform to this specification.
- C. OWNER shall have the option of witnessing production tests.
- D. Circuit breaker(s) shall have design tests, production tests, and conformance tests including the requirements for test reports, shall be made in accordance with IEEE C37.09.

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE AND DESIGN CRITERIA:

- A. The following are the requirements of this specification as indicated on the CIRCUIT BREAKER DATA SHEET.
  - 1. The quantity of three-phase units.
  - 2. Maximum voltage.
  - 3. Basic Impulse Lightning Level.
  - 4. Basic Switching Level.
  - 5. Continuous current.
  - 6. Short circuit current.
  - 7. Mechanical Endurance.
  - 8. Closing resistors (if applicable).
  - 9. Synchronous Closing Control (if applicable).

#### 2.02 SERVICE CONDITIONS:

- A. The circuit breaker(s) shall conform to the usual service conditions given in IEEE Std. C37.04 and as indicated on the CIRCUIT BREAKER DATA SHEET.
- B. The specified service conditions are the service conditions and operating conditions for all components of the circuit breaker.
- C. Circuit breaker shall be suitable for operation in a power system with the following characteristics:
  - 1. Three phase.
  - 2. 60 Hertz.
  - 3. Effectively grounded or non-effectively grounded as indicated on the CIRCUIT BREAKER DATA SHEET.
  - 4. Electrical system faults that are single phase-to-ground; phase-to-phase grounded and ungrounded; and three phase grounded and ungrounded.
  - 5. If the circuit breaker is to be used for synchronizing operations, the circuit breaker shall be capable of withstanding an out-of-phase voltage across the terminals with the phase angle between the two voltages continuously varying. The duration of out-of-phase voltage withstand shall be 10 minutes.
  - 6. Circuit breakers of the same manufacturer, model, and rating shall be electrically, mechanically, and physically interchangeable with one another. Each component of each circuit breaker shall be electrically, mechanically, and physically identical to components in all circuit breakers and spare parts furnished under these specifications.
- D. Low voltage ac station service voltage is 60 Hz, single phase, or three phase wye connected, and effectively grounded. Station service voltage magnitude and phases are indicated on the CIRCUIT BREAKER DATA SHEET. Voltage is Voltage Range B for utilization voltage given in Table 1 of ANSI C84.1.
- E. Low voltage dc station service is ungrounded with nominal voltage shown on the CIRCUIT BREAKER DATA SHEET. Voltage range is -25%, +10% of nominal.

#### 2.03 SEISMIC QUALIFICATION:

- A. Seismic qualification level shall be low, moderate, or high as per the High Voltage CIRCUIT BREAKER Data Sheet. The definition of these qualification levels, methods for determining the required level based on seismicity, and qualification methods shall be in accordance with IEEE 693.
- B. Damping shall be determined by the methods given in IEEE 693.

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

- C. The performance level denoted as "Low" requires no testing beyond the apparatus testing required by these Specifications.
- D. The performance levels denoted as "Moderate" and "High" shall be qualified in accordance with IEEE 693.

### 2.04 CIRCUIT BREAKERS:

- A. The quantity of circuit breakers shall be as indicated on the CIRCUIT BREAKER DATA SHEET.
- B. IEEE circuit breaker ratings shall be in accordance with IEEE C37.04 and C37.06.1 if specified on CIRCUIT BREAKER DATA SHEET .
- C. Dielectric ratings shall be in accordance with C37.04 Table 6 and 7 for the specified rated maximum voltage.
- D. The rated closing and latching current (kA, peak) of the circuit breaker shall be 2.6 times the rated short-circuit current. Maximum permissible tripping delay (duration of short-time current) shall be in accordance with IEEE C37.04 Clause 6 under the list of preferred ratings.
- E. DC time constant of rated short-circuit current shall be 45 m-sec.
- F. Prospective transient recovery voltage ratings for a breaker rated maximum voltage that is greater than 100 kV shall be the ratings with a first pole to clear factor (kpp) of 1.5.
- G. Circuit breakers shall be capable of successful load interruption up to the rated continuous current, and magnetizing currents of any power transformer or reactor, without current chopping which could result in transient overvoltages more than 2.0 per unit of rated line-to-ground peak voltage.
- H. Capacitance current switching shall be Class C0, C1, or C2 in accordance with the CIRCUIT BREAKER DATA SHEET.
- I. If single-pole trip is indicated on the CIRCUIT BREAKER DATA SHEET, all components shall be as required for single pole trip and reclose.
- J. Rated standard operating duty (rated operating sequence) shall be in accordance with IEEE C37.04 for rapid auto-reclosing duty as specified in the CIRCUIT BREAKER DATA SHEET
- K. The circuit breaker shall have the mechanical endurance that is indicated on the CIRCUIT BREAKER DATA SHEET.
- L. Circuit breaker construction:
  - 1. All circuit breaker materials shall be in accordance with the referenced ASTM standards.
  - 2. Circuit breakers tank shall be welded-seam steel plate, or shall be aluminum, assembled with the operating mechanism to form a rigidly mounted unit on a structural steel frame. Aluminum plate shall conform to the requirements of ASTM B209. Tank connections shall have bolts and gaskets.
  - 3. Pressurized components shall conform to IEEE C37.04 and applicable state and local regulations. SUPPLIER shall obtain an ASME Code Stamp. The site location is specified in the CIRCUIT BREAKER DATA SHEET.
  - 4. Eye bolts or lugs or jacking pads shall be provided for lifting the assembled circuit breaker.
  - 5. The main circuit enclosure and auxiliary enclosures shall have inspection windows, hand holes, and manholes as required for the SUPPLIER's recommended inspection and maintenance. All handholes and manholes shall be provided with handles.
  - 6. Terminals on outdoor circuit breakers shall be identified as 1, 3, 5, 6, 4, and 2 in a clockwise pattern around the breaker, so that terminals 1 and 2 are on pole 1; 3 and 4 are on pole 2; and 5 and 6 are on pole 3.

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

7. Corrosion-resistant cotter pins, fasteners, washers, and locking devices shall be used throughout. All clevises and hangers shall be designed to allow rotating pins to move without excessive wear of cotter pins and other fasteners.
8. Circuit breaker shall be provided with two reliable ground pads for the connection of a grounding conductor suitable for specified fault conditions. Ground pads shall be placed diagonally on opposite sides of the breaker support structure. Parts of metallic enclosures connected to the grounding system may be considered as a grounding conductor. All metallic components and enclosures that may be touched during normal operating conditions and are intended to be grounded shall be connected to a ground pad. Control cabinets shall be solidly bonded to the frame or shall include one ground pad. Each grounding pad shall be a two-hole pad in accordance with NEMA CC-1, Figure C-2.
9. All surfaces exposed to the environment and that are not corrosion-resistant shall be protected with a coating. Surfaces that will be inaccessible after assembly shall be protected for the life of the equipment. Protective coatings shall be in accordance with the Guides and Standards of the Society for Protective Coatings (SSPC). Color of the interior of the circuit breaker tank shall be a color that will facilitate ease of inspection and maintenance.
10. Circuit breaker coating color shall be applied in accordance with ASTM D1535.
11. The design of gasket and seals shall be such that the gasket or seals will not be displaced by pressure caused by circuit breaker operation at rated short-circuit current and at related required capabilities.
12. Wiring of control and auxiliary devices shall be electrically isolated from the main circuit with earthed metallic partitions.
- M. The power circuit breaker insulation and interrupting media shall be SF<sub>6</sub> gas. The pressure of the breaker insulating gas and the interrupter pressure shall operate at the same single pressure.
  1. Circuit breakers shall be of single pressure, single break, self-compression self blast/auto puffer type with SF<sub>6</sub> as arc quenching & insulation medium and with a minimum-maintenance contact system.
  2. The SF<sub>6</sub> gas shall conform to ASTM D2472. SUPPLIER shall provide sufficient quantities of bottled SF<sub>6</sub> gas to properly fill each breaker to operation capacity and support necessary testing activities per manufacturer's recommendations.
  3. The SF<sub>6</sub> gas leakage rates from the assembled circuit breaker, including bushings, shall not exceed the limits set forth in IEEE C37.122.3, EPA and state regulations. State shall be defined as the Service Location defined on the CIRCUIT BREAKER DATA SHEET.
  4. For other sealed pressure systems, the leakage rate shall not exceed 0.1% per year for a 25-year service period. This shall be proven by type test report data.
  5. Connections shall be provided for the withdrawal of gas from circuit-breaker gas systems, for measuring the moisture content, dielectric strength, and other characteristics of the gas. Withdrawal of gas for these measurements shall not require removal of the circuit breaker from service. Provisions for gas sampling shall be accessible from ground level.
  6. The circuit breaker shall be provided with a gas monitoring system. This shall include the following:
    - a. Pressure gauge.
    - b. Gas filling valve.
    - c. Pressure relief mechanism in accordance IEEE C37.04.
    - d. Two stage temperature compensated pressure switch with alarm and trip contacts.
      - (1) The first stage contacts of the pressure switch shall close on falling pressure at a density level recommended by the SUPPLIER.

SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

- (2) The second stage contacts of the pressure switch shall close on further loss of gas pressure and at a density level recommended by the SUPPLIER.
- N. Circuit breaker operating mechanism and stored energy system:
1. The operating and stored energy system auxiliaries shall operate from the control and auxiliaries voltage as indicated in the CIRCUIT BREAKER DATA SHEET. The stored energy system for the open and close operation of the circuit breaker shall be spring, hydraulic, compressed gas, or a hybrid system.
  2. The operating mechanism shall comply with the functional requirements specified in IEEE C37.11.
  3. In case of the circuit breaker capable of independent pole operation, one pole shall not be affected in case of another pole malfunction. The breaker shall have no common ties (electrical or mechanical) between poles where one pole tripping is dependent upon the tripping of another pole.
  4. Each breaker shall be equipped with an anti-pumping device to prevent closure after the first trip during closing operations.
  5. Operating mechanisms shall have provisions to measure contact travel time.
  6. Circuit-breaker operating mechanisms shall not rely on the presence of control power to maintain the breaker position.
  7. Sufficient protection and alarm devices shall be supplied to prevent damaging the breaker and to detect any malfunction. Protection and alarm devices include the following, as applicable to the type of system.
    - a. Pressure gauges connected to read tank pressure at each storage level.
    - b. Pressure control switch for compressor motors.
    - c. Relief valves or other devices at each storage level.
    - d. Manually operated drain valves in the lowest point of the system at each storage level for draining the moisture and oil.
    - e. Supply check valve.
    - f. Supply shutoff valves at each storage level.
    - g. Alarm pressure switch set to close its contacts at appropriate point above minimum operating pressure.
    - h. Minimum-closing-pressure switch, which shall prevent the electrical control system from attempting to close the breaker, when the pressure of the interrupting medium is below the minimum value required to complete a close-open operation at rated short-circuit current or at related required capabilities.
    - i. Lockout pressure switch to prevent the mechanism from attempting to close (or open) the breaker when the pressure of the mechanism is too low to obtain proper contact velocities.
    - j. Minimum opening-pressure switch, which shall prevent the electrical control system from attempting to open the breaker when the pressure of the interrupting medium is below the minimum value required to complete an opening operation at rated short-circuit current, or at related required capabilities. As an alternative, this switch shall cause the breaker to be opened automatically or prevent the breakers from closing or reclosing when the pressure is below this minimum value.
    - k. Means to prevent overcharging of spring(s).
    - l. Means to prevent insufficiently charged spring(s) from attempting a close operation.
    - m. Mechanical indication that spring(s) is charged, not fully charged, and discharged.
  8. All cabinets shall have a removable conduit plate for field-installed conduit.

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

9. The wiring for all control devices shall terminate on terminal blocks adjacent to the provisions for field installed conduit.
10. Operator control shall include provisions to block automatic operation of the breaker during operator maintenance.
- O. The circuit breaker nameplate shall include all information listed in C37.04. Nameplate data shall have metric units. If the insulating gas is a mixture, the mass of each gas shall be included in the nameplate. The nameplate shall be mounted on the main control cabinet.
- P. Circuit breaker noise level shall be in accordance with NEMA SG4.
- Q. The control system supply voltage shall conform to the requirements of IEEE C37.04.
- R. The breaker shall be electrically release-free (trip free) as defined in IEEE C37.100.
- S. The design of the operating mechanism shall be tested together with the circuit breaker interrupter design for positive opening of the circuit breaker and circuit interruption, whether the tripping impulse is received in the fully closed or any partially closed position.
- T. Closing the circuit breaker into a standing trip signal or opening the circuit breaker into a standing close signal shall not cause damage to the circuit breaker. If the release or tripping circuit is completed through an auxiliary switch, electrical release or tripping will not take place until such auxiliary switch is closed.
- U. The circuit breaker shall have two (2) circuit breaker trip coils and one (1) close coil. Each coil shall be electrically, magnetically, and physically independent. Each coil circuit shall have a means of disconnect and protection in each pole as indicated on the CIRCUIT BREAKER DATA SHEET. The use of a protective fuse and fuse holder shall allow the replacement of the fuse.
  1. Closing coil operation shall be latched once the closing control switch has been operated and the first device in the control scheme has responded until the closing operation is completed.
  2. The failure, either electrical or mechanical, of one tripping coil shall not impair the operation of the other coil.
  3. Each trip coil circuit shall have provisions for external independent monitoring of trip coil status. For independent pole equipment, the three (3) trip coils shall be wired in series, such that the trip coil monitoring circuit will detect a loss of any trip coil or its respective wiring. The auxiliary 52a switches used in series with these trip coil circuits shall be wired in parallel.
- V. The circuit breaker shall be equipped with auxiliary contacts that change state with the breaker's main contacts. The number of breaker auxiliary contacts is specified in the CIRCUIT BREAKER DATA SHEET.
  1. One set of auxiliary contacts shall change state when the breaker main contacts reach the open position, and one set of auxiliary contacts shall change state when the contacts reach the closed position.
- W. The circuit breaker shall be equipped with an operation counter that is mounted in the breaker control cabinet.
- X. An indicator that shows the position of the main contacts shall be provided. The closed position shall have a red indicator and marked with the symbol "CLOSED". The open position shall have a green indicator and marked with the symbol "OPEN". The contact position indicator shall be mounted in the breaker control cabinet and visible when the cabinet door is closed.
- Y. For an assembly of three single pole breakers, the control system shall control each individual pole for close and trip operation.
  1. Breaker pole control shall be electronically and mechanically independent.
  2. Each pole of the circuit breaker shall be equipped with auxiliary contacts that change state with the breaker main contacts.



## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

3. Each pole shall have two (2) circuit breaker trip coils and one (1) close coil. Each coil shall be electrically, magnetically, and physically independent.
4. Each pole shall be equipped with an operation counter and an indicator that shows the position of the main contacts as described in 2.04.X.
5. The pole disagreement time shall not exceed three (3) cycles ( $\pm 0.5$  cycles) for a breaker with independent pole operators.

### 2.05 CIRCUIT BREAKER BUSHINGS:

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

### 2.06 CLOSING RESISTORS: (NOT USED)

- A. A circuit breaker closing resistor system for each pole shall be provided when indicated on the CIRCUIT BREAKER DATA SHEET.
- B. The circuit breaker ratings shall apply with the closing resistor inserted in the circuit between the circuit breaker poles, with the circuit breaker tripped, and with the circuit breaker closed. The ratings that shall apply include the following:
  1. Power frequency and impulse withstand voltage, pole-to-pole across the open switching device, and across the isolating distance.
  2. Transient recovery voltage.
  3. Short circuit current, short circuit breaking current, short circuit making current, short time current, short time withstand current, and closing and latching current.
  4. Peak withstand current.
  5. Standard operating duty (rated operating sequence).
- C. The closing resistor shall have the ohm value shown on the CIRCUIT BREAKER DATA SHEET.
- D. Each closing resistor shall be operated by the circuit breaker contact operating mechanism.
- E. The closing resistor system shall have the following functions:
  1. During the circuit breaker closing operation, insert the closing resistor between the circuit breaker high voltage contacts 10 to 12 m-sec before the circuit breaker contacts close.

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

2. Remove the closing resistor from the circuit before the circuit breaker contacts begin an opening operation. The breaker opening operation shall include a breaker protective relay trip signal.

### 2.07 BREAKER CONTROLLED SWITCHING: (NOT USED)

- A. When a circuit breaker controlled switching system is required, as indicated on the CIRCUIT BREAKER DATA SHEET, the closing control systems shall have control, monitoring, and communications functions.
  1. The control system shall have individual electronic control of each pole.
  2. Individual electronic control of each pole shall have field adjustable set points on the voltage waveform for each terminal.
  3. The system shall have adaptive control for each pole. Adaptive control shall be based on the following variables, and all necessary variable sensors and transducers shall be provided. All data shall be stored and available electronically for use by the OWNER.
    - a. Contact travel time.
    - b. Ambient temperature.
    - c. Control voltage.
    - d. Drive energy for hydraulic stored energy operating mechanism.
    - e. Gas density.
    - f. Time from last breaker operation.
    - g. Current and voltage Oscillography available electronically for use by the OWNER.
  4. A communications interface shall be provided as indicated in the CIRCUIT BREAKER DATA SHEET.

### 2.08 CURRENT TRANSFORMERS:

- A. The circuit breaker bushing current transformers shall conform to IEEE C57.13.
- B. The current transformer requirements shall be as specified on the CIRCUIT BREAKER DATA SHEET.
- C. The short time thermal and the mechanical current ratings of the bushing current transformer shall be coordinated with the ratings of the associated circuit breaker.
- D. Provisions shall be made to prevent arcing across the enclosure insulation.
- E. Current transformer secondaries shall be terminated at shorting terminal blocks. A separate lead without wire splices shall be brought out from each CT tap to a single terminal block for each CT. The shorting terminal shall be as specified on the CIRCUIT BREAKER DATA SHEET.
- F. Each current transformer shall have provisions for testing without the removal of gas in the circuit breaker.

### 2.09 CIRCUIT BREAKER CONTROL AND AUXILIARIES:

- A. The circuit breaker control and auxiliary cabinets shall conform to NEMA 250.
- B. Circuit breaker electrical control shall conform to the requirements of IEEE C37.12.
- C. All components required for circuit breaker operation and maintenance, including circuit breaker controls, indicating devices, components for remote data transfer, CT leads, terminal blocks, and grounding connections that are provided for use by the OWNER shall be in one control cabinet.
- D. Degree of protection shall be per the CIRCUIT BREAKER DATA SHEET and in accordance with NEMA 250.

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

- E. The control cabinet shall have full width hinged doors having provisions for padlocking and provided with guides to hold the doors in the open position. The bottom plate of the control enclosure shall be acceptable for field installation of schedule 40 rigid galvanized steel conduit.
- F. All components in the cabinets shall be accessible for maintenance and adjustments. All control and indicating devices and all cable terminations that are provided for use by the OWNER shall be mounted no more than 1700 mm above the base of the circuit breaker support frame.
- G. Wiring from all terminals on all devices in the control and auxiliary cabinets for connection to the OWNER's systems shall be terminated on terminal blocks located in the control cabinets. Terminal blocks shall accommodate OWNER's ring tongue external cable wiring. All terminal blocks shall be suitable for up to No. 8 AWG wire. Terminal blocks for OWNER AC/DC power, trip, and close connections shall be suitable for up to 1/0 AWG wire.
- H. All wires shall be permanently labeled at each end for identification purposes.
- I. When individual poles require field assembly, SUPPLIER shall provide a pre-connectorized system for interconnecting wiring between poles. All details including, but not limited to, cable/conduit and connector sizes shall be provided at the time of bid.
- J. When single-pole trip and reclosing are required on the CIRCUIT BREAKER DATA SHEET, the circuit breaker control system shall have capability for single-pole and three-pole operation.
- K. When required as shown on the CIRCUIT BREAKER DATA SHEET, there shall be one local breaker "close-open" control switch mounted within the breaker control cabinet. The local breaker control switch shall be two-position to close and open the breaker contacts, and spare contacts wired to terminal blocks for use by OWNER. Nameplates identifying each function shall be provided.
- L. When required as shown on the CIRCUIT BREAKER DATA SHEET, there shall be one breaker control "normal-maintenance" two-position switch mounted within the breaker control cabinet. The "normal maintenance" switch shall block all breaker remote control signals. The switch shall have spare contacts wired to terminal blocks for use by OWNER. Nameplates identifying each function shall be provided.
- M. Each control cabinet shall have circuit protective devices for the OWNER's low voltage ac and dc auxiliary power supplies. The cabinet shall have individual branch circuit molded case circuit breakers for the dc closing circuit; and ac heaters, lighting, receptacles, motors, etc.
- N. A copper grounding bar with a minimum dimension of 0.635 cm x 2.54 cm x 15.24 cm shall be bolted inside the control cabinet to terminate all control and instrumentation grounding wires.
- O. The wiring shall meet the requirements of NEMA WC 70 (ICEA S-95-658). Wire type shall be SIS as listed in NFPA 70 (NEC) or an approved equivalent.
- P. Each device mounted in the breaker control cabinet shall have a permanently attached device identification nameplate that is mounted on, or immediately adjacent to the device. The nameplate shall be phenolic or metal, and the device identification shall be made by engraving the nameplate. The device identification shall be identical to the device identification that is shown on schematic and wiring diagrams that are included with the breaker instruction manuals.
- Q. The exterior and interior of control and auxiliaries' cabinets shall be furnished as indicated on the CIRCUIT BREAKER DATA SHEET.
- R. If heaters are required, a heater thermostat control system shall be furnished as required to prevent condensation over the specified range of relative humidity. Heaters with exposed elements shall be supplied with safety shields.
- S. Lighting fixtures and lamps shall be permanently installed in each control cabinet and each pole mechanism cabinet if applicable. The lighting equipment shall provide sufficient illumination on all control and indicating devices without supplemental lighting. The control

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

cabinet and each pole mechanism cabinet if applicable shall have one (1) 20 amperes, 120 V ac, two pole, three wire, grounding type, ground fault interrupting, duplex receptacle.

### 2.10 TOOLS AND SPARE PARTS:

#### A. Furnish the following:

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

### 2.11 ACCESSORIES:

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

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

## SECTION 33 75 19 – GAS HIGH VOLTAGE CIRCUIT BREAKERS: CONTINUED

### PART 3 - EXECUTION


#### 3.01 SUPPLIER’S FIELD SERVICES (IF REQUIRED):


- A. When indicated in the CIRCUIT BREAKER DATA SHEET, SUPPLIER shall furnish field services in accordance with these specifications.
- B. If required, field services include technical oversight of the filling of power circuit breakers and bushings with SF6 gas.
- C. If assistance or attendance is required, it will be provided by others and they will be instructed to perform tasks under the technical direction of the SUPPLIER’s service personnel. Service personnel of this Contract shall be responsible for the procedures used to test and inspect the equipment and place the equipment into service.
- D. Standard tools will be provided by Others. SUPPLIER’s service personnel shall report with any test equipment and special tools that are required specifically for the type of equipment. SUPPLIER’s service personnel shall perform all tests, inspections and adjustments required by the manufacturer and as specified in this Section and Division 1.
- E. Tests and inspections shall include the following:
  - 1. Perform manufacturer's recommended standard inspection of all components including checking all connections for tightness, cleanliness, etc.
  - 2. Complete test and adjustment of circuit breaker stored energy system, breaker operating mechanism, and auxiliary contacts.
  - 3. Check and adjust contact alignment, clearances, compression, stroke, etc.
  - 4. Perform operational test manually and by electrical controls.
  - 5. Measure the impedance of each main contact, internal wiring, and ground connections.
  - 6. Measure the opening and closing operating duration of each power circuit breaker pole. Tests are to be performed with stored energy systems compressor or pumps de-energized.
  - 7. Test contact resistance of each pole of each power circuit breaker with a Ductor tester.
  - 8. Provide a technical description of all tests and record the results.
  - 9. Test all pressure switches and contacts during gas filling for proper operation.
- F. At the end of the commissioning activity, a complete and comprehensive report shall be prepared by the SUPPLIER’s services personnel. Report shall be an indexed three-ring binder consisting of the following.
  - 1. Tests performed, what was expected, what was found, and adjustments made.
  - 2. Testing equipment used complete with their calibration dates and certificates.

END OF SECTION 33 75 19

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

| <u><b>Drawing Number</b></u> | <u><b>Description</b></u>                                    |
|------------------------------|--|
| 33 75 19 DS                  | 33 75 19 DS<br>69kV Circuit Breaker Specification Data Sheet |

|   |   |  |                          |                                  |   |                                    |  |
|---|---|--|--------------------------|----------------------------------|---|------------------------------------|--|
|  | <b>33 75 19 Gas High Voltage Circuit Breaker Data Sheet</b><br><br>Project Name: Boulder City Substation #3<br>Project Number: 185915 |  | Contract: [XXX]          |                                  | Equipment Tag & Description<br><br>69kV 2000A Circuit Breaker | Supplier Name:<br>[XXX]            |  |
|   |   |  | By: F. Order             |                                  |   | Quote Number:<br>[XXX]             |  |
|   |   |  | Chk: C. Ma               |                                  |   | Quote Date:<br>[XXX]               |  |
|   |   |  | Rev: 0                   |                                  |   |                                    |  |
|   |   |  | Date: 6/26/2025          |                                  |   |                                    |  |
| PARAMETER   |   |  | UNIT                     | NOTES                            | SPECIFIED DATA  | SUPPLIER PROVIDED                  |  |
| GENERAL:  |   |  |                          |                                  |   |                                    |  |
| Substation Name:  |   |  | -                        |                                  | Boulder City Sub #3   |                                    |  |
| Quantity Of Circuit Breakers:   |   |  | QTY                      |                                  | 2   |                                    |  |
| Application:  |   |  | -                        |                                  | Transformer Switching   |                                    |  |
| Field Services  |   |  | -                        |                                  | Not Required  |                                    |  |
| ELECTRICAL REQUIREMENTS:  |   |  |                          |                                  |   |                                    |  |
| Rated Maximum Voltage   |   |  | kV, RMS                  |                                  | 72.5  |                                    |  |
| Basic Impulse Lightning Level (BIL)   |   |  | kV, Peak                 |                                  | 350   |                                    |  |
| Basic Switching Level (BSL)   |   |  | kV, Peak                 |                                  | N/A   |                                    |  |
| Rated Continuous Current  |   |  | A                        |                                  | 2000  |                                    |  |
| Rated Short-Circuit Current:  |   |  | kA                       |                                  | 40  |                                    |  |
| Rated Interrupting Time:  |   |  | m-sec                    |                                  | 50 (3 cycle)  |                                    |  |
| System Neutral  |   |  | -                        |                                  | Effectively grounded  |                                    |  |
| System X/R Ratio  |   |  | -                        |                                  | 17  |                                    |  |
| Power-Frequency 1 Minute Dry Withstand Voltage:                                   |   |  | kV                       |                                  | 160   |                                    |  |
| Lightning Impulse Full Wave Withstand Voltage:                                    |   |  | kV                       |                                  | 350   |                                    |  |
| Lightning Impulse Chopped Wave Withstand Voltage (if applicable):                 |   |  | kV                       |                                  | 452   |                                    |  |
| Switching Impulse Terminal-Ground Withstand (Breaker Closed):                     |   |  | kV                       |                                  | N/A   |                                    |  |
| Switching Impulse Terminal-Terminal Withstand (On One Phase, Breaker Open):       |   |  | kV                       |                                  | N/A   |                                    |  |
| Capacitor current switching rating: (C0/C1/C2)                                    |   |  | -                        |                                  | Supplier to Specify   |                                    |  |
| Circuit Breaker Classification: (S1/S2/NA)  |   |  | -                        |                                  | S2  |                                    |  |
| First Pole to Clear Factor (Kpp)  |   |  | -                        |                                  | 1.5   |                                    |  |
| TRV Envelope Parameters:  |   |  | -                        |                                  | C37.06.1 Compliance   |                                    |  |
| SERVICE CONDITIONS:   |   |  |                          |                                  |   |                                    |  |
| Ambient Temperature Range   |   |  | °C                       |                                  | -30 °C to +40 °C for normal climates                          |                                    |  |
| Maximum Solar Radiation Intensity   |   |  | Watts/meter <sup>2</sup> |                                  | <1044   |                                    |  |
| Altitude  |   |  | Meters                   |                                  | <1000   |                                    |  |
| Maximum Ambient Pollution   |   |  | -                        |                                  | Heavy   |                                    |  |
| Ice Coating   |   |  | mm                       |                                  | 20  |                                    |  |
| Maximum Wind Speed  |   |  | m/sec                    |                                  | 50  |                                    |  |
| Seismic Qualification Level:  |   |  | -                        |                                  | Moderate  |                                    |  |
| MECHANICAL REQUIREMENTS:  |   |  |                          |                                  |   |                                    |  |
| Independent Pole Operation Required?  |   |  | -                        |                                  | NO  |                                    |  |
| Operating Duty:   |   |  | -                        |                                  | O-0.3sec-CO-15sec-CO  |                                    |  |
| Mechanical Endurance (Operations): (M1/M2)  |   |  | -                        |                                  | M1  |                                    |  |
| CIRCUIT BREAKER CONSTRUCTION:   |   |  |                          |                                  |   |                                    |  |
| Heaters Required In The Tank For Low Temperature:                                 |   |  | -                        |                                  | Supplier to Specify   |                                    |  |
| Temperature Below Which Heater Operation Is Required ( °C )                       |   |  | °C                       |                                  | Supplier to Specify   |                                    |  |
| Type of Circuit Breaker Operating Mechanism System.                               |   |  | -                        | Spring/Hydraulic/Pneumatic/Other | Supplier to Specify   |                                    |  |
| Design Pressure Of Main Circuit Breaker Tank                                      |   |  | Kpa                      |                                  | Supplier to Specify   |                                    |  |
| Design Pressure Of Compressed Gas/Fluid Stored Energy System (If Applicable)      |   |  | Kpa                      |                                  | Supplier to Specify   |                                    |  |
| Circuit Breaker Exterior Coating Color:   |   |  | -                        |                                  | Supplier to Specify   |                                    |  |
| Circuit Breaker Interior Coating Color:   |   |  | -                        |                                  | Supplier to Specify   |                                    |  |
| Bushing Terminal Pad:   |   |  | -                        |                                  | Supplier to Specify   | Provide the NEMA type and material |  |
| CIRCUIT BREAKER BUSHINGS:   |   |  |                          |                                  |   |                                    |  |
| Bushing Construction:   |   |  | -                        |                                  | Manufacturer to Specify                                       |                                    |  |
| Minimum Withstand Cantilever Load Level:  |   |  | -                        |                                  | Level 1   |                                    |  |
| Bushing Creepage  |   |  | -                        |                                  | Supplier to Specify   |                                    |  |
| Bushing Color:  |   |  | -                        |                                  | Supplier to Specify   |                                    |  |

|  |   |  |                         |   |           |  |  |                       |  |
|--|---|--|-------------------------|---|-----------|--|--|-----------------------|--|
|     | <b>33 75 19 Gas High Voltage Circuit Breaker Data Sheet</b> |  | <b>Contract:</b>        |   | [XXX]     | <b>Equipment Tag &amp; Description</b> |  | <b>Supplier Name:</b> |  |
|  | <b>Project Name:</b> Boulder City Substation #3             |  | <b>By:</b>              |   | F. Order  | 69kV 2000A Circuit Breaker             |  | [XXX]                 |  |
|  | <b>Project Number:</b> 185915                               |  | <b>Chk:</b>             |   | C. Ma     |  |  | <b>Quote Number:</b>  |  |
|  |   |  | <b>Rev:</b>             |   | 0         |  |  | [XXX]                 |  |
|  |   |  | <b>Date:</b>            |   | 6/26/2025 |  |  | <b>Quote Date:</b>    |  |
|  |   |  |                         |   |           |  |  | [XXX]                 |  |
| <b>CURRENT TRANSFORMERS:</b>   |   |  |                         |   |           |  |  |                       |  |
|  |   |  | <b>1Z,3Z,5Z Winding</b> |   | -         | Not Required                           |  |                       |  |
|  |   |  | CT Ratio                |   | -         | -                                      |  |                       |  |
| Terminations   |   |  | Accuracy/Burden         |   | -         | -                                      |  |                       |  |
|  |   |  | TRF                     |   | -         | -                                      |  |                       |  |
| <b>Z</b>   |   |  | <b>1Y,3Y,5Y Winding</b> |   | -         | Required                               |  |                       |  |
|  |   |  | CT Ratio                |   | -         | 1200.5 MR                              |  |                       |  |
| <b>Y</b>   |   |  | Accuracy/Burden         |   | -         | C800                                   |  |                       |  |
|  |   |  | TRF                     |   | -         | 2                                      |  |                       |  |
| <b>X</b>   |   |  | <b>1X,3X,5X Winding</b> |   | -         | Required                               |  |                       |  |
|  |   |  | CT Ratio                |   | -         | 1200.5 MR                              |  |                       |  |
|  |   |  | Accuracy/Burden         |   | -         | C800                                   |  |                       |  |
| Breaker Bushing Orientation  |   |  | TRF                     |   | -         | 2                                      |  |                       |  |
| <b>2</b>   |   |  | <b>1X,3X,5X Winding</b> |   | -         | Required                               |  |                       |  |
|  |   |  | CT Ratio                |   | -         | 1200.5 MR                              |  |                       |  |
| <b>X</b>   |   |  | Accuracy/Burden         |   | -         | C800                                   |  |                       |  |
|  |   |  | TRF                     |   | -         | 2                                      |  |                       |  |
| <b>Y</b>   |   |  | <b>1Y,3Y,5Y Winding</b> |   | -         | Required                               |  |                       |  |
|  |   |  | CT Ratio                |   | -         | 1200.5 MR                              |  |                       |  |
| <b>Z</b>   |   |  | Accuracy/Burden         |   | -         | C800                                   |  |                       |  |
|  |   |  | TRF                     |   | -         | 2                                      |  |                       |  |
| Terminations   |   |  | <b>1Z,3Z,5Z Winding</b> |   | -         | Not Required                           |  |                       |  |
|  |   |  | CT Ratio                |   | -         | -                                      |  |                       |  |
|  |   |  | Accuracy/Burden         |   | -         | -                                      |  |                       |  |
|  |   |  | TRF                     |   | -         | -                                      |  |                       |  |
| <b>CIRCUIT BREAKER LOW VOLTAGE/ANCILLARY DEVICE REQUIREMENTS:</b>                    |   |  |                         |   |           |  |  |                       |  |
| Spare Auxiliary Contact:   |   |  | QTY                     | 8 Normal Close, 8 Normal Open               |           |  |  |                       |  |
| Terminal Blocks Type:  |   |  | -                       | Rated 600V and 30A                          |           |  |  |                       |  |
| CT Shorting Terminal Blocks  |   |  | -                       | Shorting Type with Shorting Bars and Screws |           |  |  |                       |  |
| Control Enclosure NEMA Rating:   |   |  | -                       | 3R  |           |  |  |                       |  |
| Station Low Voltage AC Power Supply  |   |  | -                       | 1 phase, 240 V ac                           |           |  |  |                       |  |
| Charging Motor Power Supply DC or AC (if applicable)                                 |   |  | -                       | 1 phase, 240 V ac                           |           |  |  |                       |  |
| Station Low Voltage DC Supply  |   |  | -                       | 125 V dc                                    |           |  |  |                       |  |
| BPS Separation Required?   |   |  | -                       | Not Required                                |           |  |  |                       |  |
| <b>ANNUNCIATOR/DATA CONCENTRATOR REQUIREMENTS:</b>                                   |   |  |                         |   |           |  |  |                       |  |
| Device Model:  |   |  | -                       |   |           |  |  |                       |  |
| Points To Be Monitored:  |   |  | -                       |   |           |  |  |                       |  |
| Low SF6 Gas Pressure Alarm   |   |  | -                       | YES   |           |  |  |                       |  |
| Low SF6 Gas Pressure Trip and Block Close  |   |  | -                       | YES   |           |  |  |                       |  |
| Pole Disagreement (for independent pole breakers)                                    |   |  | -                       | NO  |           |  |  |                       |  |
| Failure of Operating Mechanism to Re-Charge  |   |  | -                       | NO  |           |  |  |                       |  |
| DC Motor undervoltage alarm  |   |  | -                       | NO  |           |  |  |                       |  |
| AC motor undervoltage alarm  |   |  | -                       | YES   |           |  |  |                       |  |
| Breaker Maintenance Switch Status  |   |  | -                       | YES   |           |  |  |                       |  |
| Low Hydraulic Pressure or Low Spring Charge Alarm                                    |   |  | -                       | YES   |           |  |  |                       |  |
| Excessive mechanism run-time alarm   |   |  | -                       | NO  |           |  |  |                       |  |
| <b>CLOSING RESISTORS:</b>  |   |  |                         |   |           |  |  |                       |  |
| Closing Resistor Required:   |   |  | -                       | Not Required                                |           |  |  |                       |  |
| Closing Resistor Value (Hot)   |   |  | ohms                    | -   |           |  |  |                       |  |
| Closing Resistor Value (Cold)  |   |  | ohms                    | -   |           |  |  |                       |  |
| Insertion Time   |   |  | -                       | -   |           |  |  |                       |  |
| <b>SYNCHRONOUS SWITCHING CONTROL:</b>  |   |  |                         |   |           |  |  |                       |  |
| Synchronous Switching Control Required:  |   |  | -                       | Not Required                                |           |  |  |                       |  |
| Description Of Controlled Switching System, Including Operation, Manufacturer/Model. |   |  | -                       | -   |           |  |  |                       |  |
| <b>GRADING CAPACITOR :</b>   |   |  |                         |   |           |  |  |                       |  |
| Grading Capacitor :  |   |  | -                       | Supplier to Specify                         |           |  |  |                       |  |
| <b>ADDITIONAL REQUIREMENTS:</b>  |   |  |                         |   |           |  |  |                       |  |
| GPS triaxial impact and environmental recorders:                                     |   |  | -                       | Not Required                                |           |  |  |                       |  |
| List Replacement Parts (Not Already Included In Part 2.10):                          |   |  | -                       | Supplier's Recommendation                   |           |  |  |                       |  |
| List Maintenance Equipment Required (Not Already Included In Part 2.10)              |   |  | -                       | Supplier's Recommendation                   |           |  |  |                       |  |
| Spare SF6 Refill Tank Required?  |   |  | -                       | Not Required                                |           |  |  |                       |  |
| IEC 61850 Compliance Required?   |   |  | -                       | Not Required                                |           |  |  |                       |  |
| <b>END OF DATA SHEET</b>   |   |  |                         |   |           |  |  |                       |  |



| Field                           | Choices  |
|---------------------------------|--|
| Choice                          | Required<br>Manufacturer to Specify (if needed)                      |
| Choice w/ Optional Pricing      | Required<br>Manufacturer to Specify (if needed)<br>Price as Optional |
| Application                     | Line Switching<br>Transformer Switching<br>Cap Bank Switching        |
| Interrupting Time               | 33 (2 cycle)<br>50 (3 cycle)   |
| System Neutral                  | Effectively grounded<br>Non-grounded<br>Resistor grounded            |
| Pollution Level                 | Light<br>Medium<br>Heavy<br>Very Heavy                               |
| Seismic Qualification           | Low<br>Moderate<br>High  |
| Choice 2                        | Required<br>Not Required   |
| Choice 3                        | Yes<br>No  |
| Capacitor Current Switch Rating | Class C0<br>Class C1<br>Class C2                                     |
| Mechanical Endurance            | M1<br>M2   |

|                        |  |
|------------------------|--|
| AC                     | 1 phase, 120 V ac<br>3 phase, 208Y/120 V ac<br>1 phase, 240 V ac<br>3 phase, 240 V ac<br>Other - specify |
| DC                     | 48 V DC<br>125 V DC<br>250 V DC  |
| Applicable             | Applicable<br>Not Required   |
| Bushing Construction:  | Composite<br>Porcelain<br>Manufacturer to Specify  |
| Cantilever Load Level: | Level 1<br>Level 2   |
| AC/DC Protection       | Fused Disconnect<br>Breaker  |
| Synchronous            | Capacitor<br>Reactor<br>Transformer Remnant Flux<br>Not Required   |
| NEMA                   | 3R<br>4<br>4X  |
| CT Ratios              | 600:5 MR<br>1200:5 MR<br>2000:5 MR<br>3000:5 MR<br>4000:5 MR<br>5000:5 MR                                |

|                         |   |
|-------------------------|---|
| CT Accuracy Class       | C100<br>C200<br>C400<br>C800  |
| TRF                     | 1.0<br>1.33<br>1.5<br>2.0<br>3.0<br>4.0   |
|                         | Supply Value<br>Manufacturer to Specify   |
| System Neutral          | Effectively grounded<br>Non-grounded<br>Resistor grounded   |
| Pollution Level         | Light<br>Medium<br>Heavy<br>Very Heavy  |
| Choice 4                | Required<br>Not Required<br>Manufacturer to Specify   |
|                         | Yes<br>No   |
| Kpp                     | 1.3<br>1.5  |
| Ambient air temperature | -50 °C to +40 °C for extremely cold climates<br>-40 °C to +40 °C for very cold climates<br>-30 °C to +40 °C for normal climates<br>-5 °C and +55 °C for very hot climates<br>-15 °C and +55 °C for hot and dry desert regions |
| Reclosing duty          | O-0.3sec-CO-15sec-CO<br>O-0.3sec-CO-3min-CO<br>O-15sec-CO-3min-CO   |

**Table 6—Insulation capability ratings (1)<sup>a</sup>**

| Line no. | Dielectric withstand test voltages |                 |          |                         |  |  |   | Minimum creepage distance of external insulation to ground (5) |      |
|----------|------------------------------------|-----------------|----------|-------------------------|--|--|---|--|------|
|          | Rated maximum voltage $U_r$        | Power frequency |          | Lightning impulse (2)   |  | Switching impulse (2)  |   |  |      |
|          |                                    | 1 min dry       | 10 s wet | Full wave withstand (6) | Chopped wave 2 $\mu$ s minimum time to sparkover withstand | Withstand voltage terminal-to-ground with circuit breaker closed | Withstand voltage terminal-to-terminal on one phase with circuit breaker open |  |      |
|          |                                    |                 |          |                         |  |  |   |  |      |
|          |                                    |                 |          |                         |  |  |   |  |      |
| kV, rms  | kV, rms                            | kV, rms         | kV, peak | kV, peak                | kV, peak   | kV, peak   | mm  | in   |      |
| Col. 1   | Col. 2                             | Col. 3          | Col. 4   | Col. 5                  | Col. 6   | Col. 7   | Col. 8  | Col. 9   |      |
| 1        | 4.76                               | 19              | (3)      | 60                      | (7)  | (3)  | (3)   | (3)  | (3)  |
| 2        | 8.25                               | 36              | (3)      | 95                      | (7)  | (3)  | (3)   | (3)  | (3)  |
| 3        | 15.0                               | 36              | (3)      | 95                      | (7)  | (3)  | (3)   | (3)  | (3)  |
| 4        | 15.5                               | 50              | 45       | 110                     | 142  | (3)  | (3)   | 250  | 9.84 |
| 5        | 15.5                               | 50              | 45       | 110                     | (7)  | (3)  | (3)   | 250  | 9.84 |
| 6        | 25.8                               | 60              | 50       | 150                     | 194  | (3)  | (3)   | 420  | 16.5 |
| 7        | 25.8                               | 60              | 50       | 150                     | (7)  | (3)  | (3)   | 420  | 16.5 |
| 8        | 25.8 (4)                           | 60              | 50       | 125                     | 161  | (3)  | (3)   | 420  | 16.5 |
| 9        | 27.0                               | 60              | (3)      | 125                     | (7)  | (3)  | (3)   | (3)  | (3)  |
| 10       | 38.0                               | 80              | (3)      | 150                     | (7)  | (3)  | (3)   | (3)  | (3)  |
| 11       | 38.0                               | 80              | 75       | 200                     | 258  | (3)  | (3)   | 610  | 24.0 |
| 12       | 38.0                               | 80              | 75       | 200                     | (7)  | (3)  | (3)   | 610  | 24.0 |
| 13       | 38.0 (4)                           | 80              | 75       | 150                     | 194  | (3)  | (3)   | 610  | 24.0 |
| 14       | 48.3                               | 105             | 95       | 250                     | 322  | (3)  | (3)   | 780  | 30.7 |
| 15       | 48.3                               | 105             | 95       | 250                     | (7)  | (3)  | (3)   | 780  | 30.7 |
| 16       | 72.5                               | 160             | 140      | 350                     | 452  | (3)  | (3)   | 1170   | 46.1 |
| 17       | 123                                | 230             | 230      | 550                     | 710  | (3)  | (3)   | 1990   | 78.3 |
| 18       | 145                                | 275             | 275      | 650                     | 838  | (3)  | (3)   | 2340   | 92.1 |
| 19       | 170                                | 325             | 315      | 750                     | 968  | (3)  | (3)   | 2750   | 108  |
| 20       | 245                                | 425             | 350      | 900                     | 1160   | (3)  | (3)   | 3960   | 156  |
| 21       | 362                                | 555             | (3)      | 1300                    | 1680   | 825  | 900   | 5850   | 230  |
| 22       | 550                                | 860             | (3)      | 1800                    | 2320   | 1175   | 1300  | 8890   | 350  |
| 23       | 800                                | 960             | (3)      | 2050                    | 2640   | 1425   | 1500  | 12900  | 508  |

<sup>a</sup> Numbers in parenthesis refer to the information items in 6.2.1 for tables Table 6 and Table 7.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For possible Action:* To approve Contract No. CRCBC-06 between the successful bidder, Sonepar Mountain Holdings, LLC, dba Codale Electric Supply, and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S446 for nine (9) 15 kV voltage class circuit breakers for the City of Boulder City Substation #3 Rebuild in the amount of \$348,600 and authorize a change order contingency in an amount not to exceed \$34,860.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract CRCBC-06 and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

Contract not to exceed \$383,460.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background**

In 2023, the City of Boulder City requested assistance from the Commission's Power Delivery Group (PDG) through an Interlocal Agreement, to design and construct improvements for the City of Boulder City that provides electricity to its community.

As background, an Interlocal Agreement provides that any one or more public agencies may contract to perform any governmental service, activity or undertaking which any of the public agencies entering the contract is authorized by law to perform. See NRS 277.180. The Commission has authority to construct facilities for the generation and transmission of electricity under NRS 538.161.

On April 11, 2023, the Commission approved an Interlocal Agreement for the design and rebuilding of Substation #3 for City of Boulder City. Under the Interlocal Agreement, the Commission may purchase materials, design, and construct facilities for the City of Boulder City.

**B. Purchase of Circuit Breakers for City of Boulder City Project**

The CRC issued Request for Proposals for nine 15 kV-circuit breakers in consultation with City of Boulder City.

On August 14, 2025, Bid Solicitation No. 69CRC-S3446 was posted in NVEPro. Bid solicitations were sent to 29 vendors registered with NVEPro. The deadline for bid proposals closed at 2:00 p.m. on September 25, 2025. Four proposals were received through NVEPro. The evaluation team, which included a representative from Boulder City, reviewed the proposals and selected the proposal from Sonepar Mountain Holdings, LLC, dba Codale Electric Supply.

This Contract is to design, manufacture, assemble, test, ship, and provide all other ancillary services relating to the procurement of nine 15kV circuit breakers as specified in the contract. The Equipment will be purchased by the Commission pursuant to NRS 538.161 (2) and the Commission's established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF DECEMBER 9, 2025**

**C. Staff's Recommendation**

Staff recommends the Commission approve the contract with Sonepar Mountain Holdings, LLC, dba Codale Electric Supply 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**

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# **Boulder City Substation #3 Rebuild**

**Contract No. CRCBC-06  
15kV Circuit Breakers**

**Bid Documents and Specifications**

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Issue: For Bid: August 14, 2025  
Notice of Intent: October 16, 2025  
For Award: December 9, 2025

# **BOULDER CITY SUBSTATION #3 REBUILD**

**Contract No. CRCBC-06  
15kV Circuit Breakers**

## **Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

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

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

### **2. Equipment.**

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

15 kV voltage class circuit breaker, outdoor, free-standing, dead-tank design, comprised of three (3) group-operated poles, with a common stored-energy operating mechanism, operating in a non-coastal environment up to 3,300-feet. The Equipment will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-1100 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: August 14, 2025

By: 

---

Shae D. Pelkowski

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

September 25, 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:**

Boulder City Substation #3 Rebuild  
Contract No. CRCBC-06  
15kV Circuit Breakers

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

Name: Codale Electric Supply  
Address: 3975 W Desert Inn Rd  
Las Vegas, NV 89102

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

## **5. Bid Price.**

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

Unit prices must be stated as firm. Escalation or adjustment factors will not be accepted by the CRCNV. Unit prices must include labor, equipment, tools, vehicles, materials, supplies, permits, markups, supervision and all related costs.

| Bid Item              | Specification Section | Description   | Unit | Unit Price  | Qty | Extended Price | Proposed Manufacturer | Delivery - Weeks After N-T-P* |
|-----------------------|-----------------------|---|------|-------------|-----|----------------|-----------------------|-------------------------------|
| 401                   | 1000                  | 15kV Circuit Breaker – 1200A as described in Specification F.O.B. COBC Substation #3 35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. | Each | \$37,806.00 | 6   | \$226,836.00   | SIEMENS               | 27                            |
| 402                   | 1000                  | 15kV Circuit Breaker – 2000A as described in Specification F.O.B. COBC Substation #3 35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. | Each | \$40,588.00 | 3   | \$121,764.00   | SIEMENS               | 27                            |
| <b>CONTRACT PRICE</b> |                       |   |      |             |     | \$348,600.00   |                       |                               |

\*Notice-to-Proceed.

**6. Delivery Schedule.**

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

**SIGNATURE OF BIDDER**

By: CODALE ELECTRIC SUPPLY  
(Corporation Name)

By: MICHAEL CALLEWAERT  
(Signature of Authorized Person)

Michael Callewaert  
(Printed Name and Title)

Business Address:

3975 W DESERT INN RD

LAS VEGAS, NV 89102

Phone  
No. 702-967-8724  
Email: michaelc@codale.com

Fax No. 702-367-2751

This Bid is Submitted On: 09/19/2025 03:15:22 PM



**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. CRCBC-06**  
**BOULDER CITY SUBSTATION #3 REBUILD**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and, SONEPAR MOUNTAIN HOLDINGS, LLC dba CODALE ELECTRIC SUPPLY 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:

| <b>Bid Item</b> | <b>Description</b>  |
|-----------------|---|
| 401             | 15kV Circuit Breaker – 1200A as described in Specification F.O.B. COBC Substation #3 35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. |
| 402             | 15kV Circuit Breaker – 2000A as described in Specification F.O.B. COBC Substation #3 35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. |

**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. CRCBC-06, 15kV Circuit Breakers; 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 Boulder City Substation #3 Rebuild.

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. Joseph Stubitz, 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, Nevada 89106

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

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

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

#### **5. Contract Price**

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

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

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

#### **7. Payment Procedures**

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

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

**7.3 Application for Final Payment.** The Contractor shall submit an application for final payment upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

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

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

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

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

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

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

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

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like, "equivalent" and "or equal" items may be substituted only if, in the CRCNV's sole discretion, although not qualifying as an "or equal" item, is an item essentially equivalent to that named and a substitute therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the CRCNV from

anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for evaluation thereof to the CRCNV, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor's completion of performance of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the CRCNV for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the CRCNV in evaluating the proposed substitute. The CRCNV may require the Contractor to furnish any additional data about the proposed substitute.

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

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

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

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

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

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

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

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

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

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

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

11.1 All data, reports, drawings and specifications provided to the Contractor by the CRCNV pursuant to this Contract or the CRCNV's Request for Bids remains the property of the CRCNV and must be delivered to the CRCNV upon completion of



performance of this Contract. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. Such documents are not intended or represented by CRCNV to be suitable for reuse by the CRCNV or others, either for extension of the Project or for other projects. Any reuse of such documents by the Contractor without the prior written consent of the CRCNV is at the Contractor's risk and the Contractor shall hold the CRCNV harmless with respect to any liability arising out of such reuse.

11.2 The books, records, documents and accounting procedures and practices of the Contractor relative to direct costs and expenditures under this Contract are subject to inspection, examination and audit by the State, the Commission, the attorney general of Nevada and the Nevada state legislative auditor.

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

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

## **12. Liquidated Damages**

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

| <b>Bid Item</b> | <b>Description</b>  | <b>Liquidated Damages, Per Day</b> |
|-----------------|---|------------------------------------|
| 401             | 15kV Circuit Breaker – 1200A as described in Specification F.O.B. COBC Substation #3 35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. | \$500 each unit of the Bid Item    |
| 402             | 15kV Circuit Breaker – 2000A as described in Specification F.O.B. COBC Substation #3 35°58'33.19"N, 114°48'50.46"W, Boulder City, NV 89005. | \$500 each unit of the Bid Item    |

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

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

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

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

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

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

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

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

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

##### **Minimum Requirements:**

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

- Each Occurrence \$1,000,000

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

## 2. **Automobile Liability**

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

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

- 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 |

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

- The Colorado River Commission of Nevada, shall be Insureds on the policy.
- Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for soft costs, flood, and earth movement.
- 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.
- Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
- 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 **Gina Goodman, 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.

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

Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.

### **13.13 Indemnification; Limited Liability.**

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

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

**13.14 Performance Bond.** The Contractor must furnish with the executed Contract, a performance bond in the amount of the Contract Price as security for faithful performance of all Contractors' obligations under this Contract. The Contractor must maintain that performance bond in effect during the term of this Contract and for one year thereafter. The performance bond must be executed by a surety or sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". A certified copy of the agent's authority to act must accompany a bond signed by an agent. Only surety companies authorized to do business in, and

having an agent for services of process in the state of Nevada will be acceptable. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Nevada, or it ceases to meet the requirements of the preceding sub-article, the Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the CRCNV.

#### **14. Risk Of Delay**

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

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

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

#### **15. Effect and Termination**

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

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

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

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

**16. Taxes.**

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

**17. Unemployment Compensation.**

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

**18. Discrimination.**

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

**19. Disputes.**

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

**20. Waiver of Claims.**



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

## **21. Notices.**

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

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

Codale Electric Supply  
c/o Michael Callewaert  
3975 W Desert Inn Rd  
Las Vegas, NV 89102  
Email: michaelc@codale.com

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

## **22. Submission of Claims.**

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

## **23. Assignment of Contract.**

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

to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

**24. Severability.**

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

**25. Survival.**

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

**26. Applicable Law; Venue.**

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

**27. Article Headings.**

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

**28. Waiver.**

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

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

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

**30. Authority to Execute.**

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

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

**CONTRACTOR**

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

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

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Puoy K. Premsrirut  
Chairwoman

**ATTEST**

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

Approved as to Form:

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

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CRCNV** (Name and Address):

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

**CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

\$ \_\_\_\_\_

Description: Contract No. CRCBC-06,

Boulder City Substation #3 Rebuild

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 COBC Substation #3 is a 69-12kV substation 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 15kV Circuit Breakers as specified herein.

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

**3. Delivery.**

3.1 Bid Item 401 and 402 shall be shipped F.O.B.  
COBC Substation #3  
35°58'33.19"N, 114°48'50.46"W  
Boulder City, NV 89005

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. Joseph Stubitz  
Colorado River Commission of Nevada  
Cell Phone: (702) 376-9997  
Email: JStubitz@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. CRCBC-06.



4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBC-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 beginning on or after July 7, 2026, and ending on or before July 20, 2026.

5.2 The anticipated Final Acceptance Date for all Equipment is December 6, 2027.

## **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:

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

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

## **SECTION 800 EQUIPMENT**

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

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

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

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

### **3. Storage and Protection.**

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

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

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



## **SECTION 900 MANUFACTURER'S FIELD SERVICE**

### **1. Services Required.**

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

**SECTION 1000**  
**33 77 23**  
**15kV Circuit Breaker**

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS

### PART 1 - GENERAL

#### 1.01 SUMMARY:

- A. This Section covers three-phase, medium voltage, vacuum insulated, dead tank circuit breakers, maintenance tools, and spare parts.
- B. The 33 77 23 DS - CIRCUIT BREAKER DATA SHEET (DATA SHEET) is part of this specification. The Data Sheet defines the scope of work that is included in the request for a proposal.
- C. Exceptions to these specifications and the proposed breaker technical data shall be listed in the DATA SHEET completed by the SUPPLIER.

#### 1.02 RELATED REQUIREMENTS:

- A. SECTION 33 77 23 DS 1200 – MEDIUM VOLTAGE CIRCUIT BREAKER DATA SHEET.
- B. SECTION 33 77 23 DS 2000 – MEDIUM VOLTAGE CIRCUIT BREAKER DATA SHEET.

#### 1.03 NORMATIVE REFERENCES:

- A. Unless otherwise specified, the most recent date and revision of the referenced standard shall apply. Where there are differences between the referenced standards and this Section, the requirements of this Section shall govern.
  - 1. American Society of Mechanical Engineers (ASME):
    - a. Boiler and Pressure Vessel Code (BPVC), Section VIII- Rules for Construction of Pressure Vessels Division 1 with Addenda.
  - 2. ASTM International (ASTM):
    - a. A123 - Zinc (Hot Galvanized) Coatings on Products Fabricated from Rolled, Pressed, and Forged Steel Shapes, Plates, Bars, and Strips.
    - b. A501 - Hot-Formed Welded and Seamless Carbon-Steel Structural Tubing.
    - c. B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
    - d. D1535 - Standard Practice for Specifying Color by the Munsell System.
  - 3. The Institute of Electrical and Electronic Engineers (IEEE):
    - a. IEEE 693 - IEEE Recommended Practice for Seismic Design of Substations.
    - b. IEEE C2 - National Electric Safety Code.
    - c. IEEE C37.04 -IEEE Standard Ratings and Requirements for AC High Voltage Circuit Breakers with Rated Maximum Voltage Above 1000V.
    - d. IEEE Std C37.06.1 - IEEE Recommended Practice for Preferred Ratings for High-Voltage (>1000 volts) AC Circuit Breakers Designated Definite Purpose for Fast Transient Recovery Voltage Rise Times (Applicable for breaker installed to switch transformer high side).
    - e. IEEE C37.09, IEEE Standard Test Procedure for AC High-Voltage Circuit Breakers with Rated Maximum Voltage Above 1000 V.
    - f. IEEE C37.010, IEEE Application Guide for AC High-Voltage Circuit Breakers > 1000 Vac Rated on a Symmetrical Current Basis.
    - g. IEEE C37.011, IEEE Guide for the Application of Transient Recovery Voltage for AC High-Voltage Circuit Breakers with Rated Maximum Voltage Above 1000 V.
    - h. IEEE C37.012, IEEE Guide for the Application of Capacitance Current Switching for AC High-Voltage Circuit Breakers Above 1000 V. (IF APPLICABLE).
    - i. IEEE C37.015, IEEE Guide for the Application of Shunt Reactor Switching. (IF APPLICABLE).
    - j. IEEE C37.017, IEEE Standard for Bushings for High Voltage [over 1000 V (ac)] Circuit Breakers and Gas-Insulated Switchgear.

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

- k. IEEE C37.11, IEEE Standard Requirements for Electrical Control for AC High-Voltage (>1000 V) Circuit Breakers.
  - l. IEEE C37.12, IEEE Guide for Specifications of High-Voltage Circuit Breakers (over 1000 V)
  - m. IEEE C37.12.1, IEEE Recommended Practice for Instruction Manual Content of AC High-Voltage Circuit Breakers Above 1000 V
  - n. IEEE C37.100, IEEE Standard Definitions for Power Switchgear.
  - o. IEEE C37.100.1, IEEE Standard of Common Requirements for High-Voltage Power Switchgear Rated Above 1000 V
  - p. IEEE C57.13, IEEE Standard Requirements for Instrument Transformers.
  - 4. National Electrical Manufacturers Association (NEMA):
    - a. NEMA Standards Publication 250, Enclosures for Electrical Equipment (1000 Volts Maximum).
    - b. NEMA CC-1, Electric Power Connection for Substations.
    - c. NEMA SG 4, Alternating Current High-Voltage Circuit Breakers.
    - d. NEMA SG 11, Guide for Handling and Maintenance of Alternating Current Outdoor High-Voltage Circuit Breakers.
    - e. NEMA/ANSI C84.1, Electric Power Systems and Equipment - Voltage Ratings (60 Hz)
    - f. NEMA WC70, Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy
  - 5. The Society for Protective Coatings:
    - a. SSPC Painting Manual, Volume 1, 4th Edition, Good Painting Practice.
    - b. SSPC Painting Manual, Volume 2, 2008 Edition, Systems and Specifications.
  - 6. Underwriters Laboratories:
    - a. UL 1581, Reference Standard for Electrical Wires, Cables, and Flexible Cords.
- 1.04 SUBMITTALS:
- A. The following documents shall be submitted with proposal:
    - a. Medium Voltage CB Data Sheet filled by the Supplier.
    - b. Outline drawing showing the overall dimensions.
    - c. Circuit breaker weight.
    - d. Type test reports.
    - e. Detailed list of exceptions or deviations.
  - B. Action Submittals:
    - 1. General outline drawings of equipment showing:
      - a. Overall dimensions.
      - b. Location of major components.
      - c. Locations of conduit entrance plates.
      - d. Grounding Locations.
      - e. Total weight including all accessories.
        - (1) Total weight including all accessories.
        - (2) Impact loads and uplift during closing and opening operations.
    - 2. Detailed equipment installation drawings showing:
      - a. Location of OWNER's connections.
      - b. All clearances required for erection, operation, and maintenance of the equipment.
    - 3. Foundation requirements including:
      - a. Anchorage patterns, anchor bolt sizes and locations.
      - b. Base plate sizes.

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

4. Base reactions of each leg of equipment broken down into basic load cases:
  - a. Dead
  - b. Live (Conductor attachments)
  - c. Wind
  - d. Operational (Dynamic)
  - e. Seismic
5. Outline drawings of bushings with maximum cantilever withstand in all three axes.
6. Schematic diagrams for electrical items showing:
  - a. External connections.
  - b. Terminal block numbers.
  - c. Breaker and fuse ratings.
  - d. Internal wiring diagrams.
7. Schematic of the hydraulic system or air system including all valve locations and normal operating positions.
8. A list of all instruments furnished including all gauges, switches, solenoid valves, thermocouples, transmitters, meters, etc. Each instrument shall be assigned a unique designation which shall be included on the instrument list and wherever the instrument occurs on any of the drawings.
9. Bill of materials, spare parts list, and list of parts shipped loose.
10. Current transformer performance curves.
11. Current transformer connection and polarity diagrams.
12. Diagrammatic nameplate drawings including all manufacturing data and serial numbers.
13. Annunciator point legend and arrangement drawing.
14. Where standard drawings are furnished that cover several variations of the general class of equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the equipment being furnished. Such annotation shall also include proper identification of the submittal permanently attached to the drawing.
15. Equipment outline in 3D in AutoCAD format.
16. Test protocol prior to routine tests (if there are no Standards procedures).
- C. Informational Submittals:
  1. Torque specifications for all bolted connections to be installed during field assembly shall be included.
  2. Instruction books with all the information listed in IEEE C37.12.1. Include specifications for any oil, etc., required for compressor motors and other equipment. Lubricant characteristics shall be sufficiently detailed that a replacement lubricant can be selected if the lubricant manufacturer discontinues the specified lubricant.
    - a. One instruction book as approved by the OWNER shall be shipped with each power circuit breaker in addition to those required for approval.
  3. Routine test, and production test reports.
  4. If field commissioning service is provided, a field test report shall be submitted.
    - a. If more than one circuit breaker is tested, a separate report shall be generated. One copy of each report shall be left at the site before SUPPLIER's services personnel leave, and extra copies.
  5. Seismic qualification report shall be included as required per IEEE 693.
- 1.05 MAINTENANCE:
  - A. SUPPLIER shall furnish all maintenance tools and replacement parts listed in PART 2.10 and the CIRCUIT BREAKER DATA SHEET.

SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Shipping:
  - 1. All circuit breakers that are delivered to the location specified in the CIRCUIT BREAKER DATA SHEET shall be shipped to the FOB destination in open top or on flatbed trucks.
  - 2. All circuit breakers shall contain desiccant during shipment.
  - 3. The circuit breaker shall be shipped as fully assembled as possible. SUPPLIER shall identify shipping splits.
- B. All shipping container(s) shall be labeled with OWNER's P.O. number, substation name, and number of container(s) (1 of 6, etc.). If multiple circuit breakers are sent in one shipment, each container(s) shall be clearly identified so that all parts can be matched.
- C. The equipment and accessories shall be adequately anchored, braced, and packed to prevent damage from vibration, shock, or dampness that might reasonably be encountered in transportation and handling.
  - 1. If SUPPLIER requires that their field service representative be present during initial installation or energization of equipment, a notice shall be clearly attached to each piece of equipment so that OWNER's construction personnel are aware of this requirement. This notice shall include the name, phone number and e-mail address of the SUPPLIER's field service representative.
  - 2. If heater energization is required during storage, heater extension cables shall be routed to the exterior of the container, be properly protected and correctly labeled for the OWNER's contractor to utilize.
- D. Delivery:
  - 1. SUPPLIER shall provide, at a minimum, impact indicators to be affixed on each shipping unit to establish safe delivery to the job site. If the circuit breaker is shipped in separate pieces/sections, one indicator per item shall be provided.
  - 2. If required on the CIRCUIT BREAKER DATA SHEET, GPS triaxial impact and environmental recorders shall be provided with circuit breaker to establish a safe delivery to the job site. If the circuit breaker is shipped in separate pieces/sections, one recorder per item shall be provided. If requested by OWNER, recorders shall be left on the equipment during installation.
  - 3. The SUPPLIER shall provide the OWNER all necessary information for the OWNER, or OWNER's subcontractor, to unload the circuit breaker.

1.07 QUALITY ASSURANCE:

- A. SUPPLIER shall have an ISO 9000/9001 certified Quality Assurance Program covering quality control and assurance measures. The ISO certified program shall be imposed by SUPPLIER on the work within the scope of these specifications and upon sub-suppliers or subcontractors.
- B. OWNER shall at any time be permitted to have representatives visit SUPPLIER's factory to examine the circuit breaker or any part to ascertain if the material and processes conform to this specification.
- C. OWNER shall have the option of witnessing production tests.
- D. Circuit breaker(s) shall have design tests, production tests, and conformance tests including the requirements for test reports, shall be made in accordance with IEEE C37.09.

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

### PART 2 - PRODUCTS

#### 2.01 PERFORMANCE AND DESIGN CRITERIA:

- A. The following are the requirements of this specification as indicated on the CIRCUIT BREAKER DATA SHEET.
  - 1. The quantity of three-phase units.
  - 2. Maximum voltage.
  - 3. Basic Impulse Lightning Level.
  - 4. Basic Switching Level.
  - 5. Continuous current.
  - 6. Short circuit current.
  - 7. Mechanical Endurance.
  - 8. Closing resistors (if applicable).
  - 9. Synchronous Closing Control (if applicable).

#### 2.02 SERVICE CONDITIONS:

- A. The circuit breaker(s) shall conform to the usual service conditions given in IEEE Std. C37.04 and as indicated on the CIRCUIT BREAKER DATA SHEET.
- B. The specified service conditions are the service conditions and operating conditions for all components of the circuit breaker.
- C. Circuit breaker shall be suitable for operation in a power system with the following characteristics:
  - 1. Three phase.
  - 2. 60 Hertz.
  - 3. Effectively grounded or non-effectively grounded as indicated on the CIRCUIT BREAKER DATA SHEET.
  - 4. Electrical system faults that are single phase-to-ground; phase-to-phase grounded and ungrounded; and three phase grounded and ungrounded.
  - 5. If the circuit breaker is to be used for synchronizing operations, the circuit breaker shall be capable of withstanding an out-of-phase voltage across the terminals with the phase angle between the two voltages continuously varying. The duration of out-of-phase voltage withstand shall be 10 minutes.
  - 6. Circuit breakers of the same manufacturer, model, and rating shall be electrically, mechanically, and physically interchangeable with one another. Each component of each circuit breaker shall be electrically, mechanically, and physically identical to components in all circuit breakers and spare parts furnished under these specifications.
- D. Low voltage ac station service voltage is 60 Hz, single phase, or three phase wye connected, and effectively grounded. Station service voltage magnitude and phases are indicated on the CIRCUIT BREAKER DATA SHEET. Voltage is Voltage Range B for utilization voltage given in Table 1 of ANSI C84.1.
- E. Low voltage dc station service is ungrounded with nominal voltage shown on the CIRCUIT BREAKER DATA SHEET. Voltage range is -25%, +10% of nominal.

#### 2.03 SEISMIC QUALIFICATION:

- A. Seismic qualification level shall be low, moderate, or high as per the High Voltage CIRCUIT BREAKER Data Sheet. The definition of these qualification levels, methods for determining the required level based on seismicity, and qualification methods shall be in accordance with IEEE 693.
- B. Damping shall be determined by the methods given in IEEE 693.

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

- C. The performance level denoted as "Low" requires no testing beyond the apparatus testing required by these Specifications.
- D. The performance levels denoted as "Moderate" and "High" shall be qualified in accordance with IEEE 693.

### 2.04 CIRCUIT BREAKERS:

- A. The quantity of circuit breakers shall be as indicated on the CIRCUIT BREAKER DATA SHEET.
- B. IEEE circuit breaker ratings shall be in accordance with IEEE C37.04 and C37.06.1 if specified on CIRCUIT BREAKER DATA SHEET .
- C. Dielectric ratings shall be in accordance with C37.04 Table 6 and 7 for the specified rated maximum voltage.
- D. The rated closing and latching current (kA, peak) of the circuit breaker shall be 2.6 times the rated short-circuit current. Maximum permissible tripping delay (duration of short-time current) shall be in accordance with IEEE C37.04 Clause 6 under the list of preferred ratings.
- E. DC time constant of rated short-circuit current shall be 45 m-sec.
- F. Prospective transient recovery voltage ratings for a breaker rated maximum voltage that is greater than 100 kV shall be the ratings with a first pole to clear factor (kpp) of 1.5.
- G. Circuit breakers shall be capable of successful load interruption up to the rated continuous current, and magnetizing currents of any power transformer or reactor, without current chopping which could result in transient overvoltages more than 2.0 per unit of rated line-to-ground peak voltage.
- H. Capacitance current switching shall be Class C0, C1, or C2 in accordance with the CIRCUIT BREAKER DATA SHEET.
- I. If single-pole trip is indicated on the CIRCUIT BREAKER DATA SHEET, all components shall be as required for single pole trip and reclose.
- J. Rated standard operating duty (rated operating sequence) shall be in accordance with IEEE C37.04 for rapid auto-reclosing duty as specified in the CIRCUIT BREAKER DATA SHEET
- K. The circuit breaker shall have the mechanical endurance that is indicated on the CIRCUIT BREAKER DATA SHEET.
- L. Circuit breaker construction:
  - 1. All circuit breaker materials shall be in accordance with the referenced ASTM standards.
  - 2. Circuit breakers tank shall be welded-seam steel plate, or shall be aluminum, assembled with the operating mechanism to form a rigidly mounted unit on a structural steel frame. Aluminum plate shall conform to the requirements of ASTM B209. Tank connections shall have bolts and gaskets.
  - 3. Pressurized components shall conform to IEEE C37.04 and applicable state and local regulations. SUPPLIER shall obtain an ASME Code Stamp. The site location is specified in the CIRCUIT BREAKER DATA SHEET.
  - 4. Eye bolts or lugs or jacking pads shall be provided for lifting the assembled circuit breaker.
  - 5. The main circuit enclosure and auxiliary enclosures shall have inspection windows, hand holes, and manholes as required for the SUPPLIER's recommended inspection and maintenance. All handholes and manholes shall be provided with handles.
  - 6. Terminals on outdoor circuit breakers shall be identified as 1, 3, 5, 6, 4, and 2 in a clockwise pattern around the breaker, so that terminals 1 and 2 are on pole 1; 3 and 4 are on pole 2; and 5 and 6 are on pole 3.



## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

7. Corrosion-resistant cotter pins, fasteners, washers, and locking devices shall be used throughout. All clevises and hangers shall be designed to allow rotating pins to move without excessive wear of cotter pins and other fasteners.
8. Circuit breaker shall be provided with two reliable ground pads for the connection of a grounding conductor suitable for specified fault conditions. Ground pads shall be placed diagonally on opposite sides of the breaker support structure. Parts of metallic enclosures connected to the grounding system may be considered as a grounding conductor. All metallic components and enclosures that may be touched during normal operating conditions and are intended to be grounded shall be connected to a ground pad. Control cabinets shall be solidly bonded to the frame or shall include one ground pad. Each grounding pad shall be a two-hole pad in accordance with NEMA CC-1, Figure C-2.
9. All surfaces exposed to the environment and that are not corrosion-resistant shall be protected with a coating. Surfaces that will be inaccessible after assembly shall be protected for the life of the equipment. Protective coatings shall be in accordance with the Guides and Standards of the Society for Protective Coatings (SSPC). Color of the interior of the circuit breaker tank shall be a color that will facilitate ease of inspection and maintenance.
10. Circuit breaker coating color shall be applied in accordance with ASTM D1535.
11. The design of gasket and seals shall be such that the gasket or seals will not be displaced by pressure caused by circuit breaker operation at rated short-circuit current and at related required capabilities.
12. Wiring of control and auxiliary devices shall be electrically isolated from the main circuit with earthed metallic partitions.
- M. The power circuit breaker insulation and interrupting media shall be a vacuum.
  1. For sealed pressure systems, the leakage rate shall not exceed 0.1% per year for a 25-year service period. This shall be proven by type test report data.
- N. Circuit breaker operating mechanism and stored energy system:
  1. The operating and stored energy system auxiliaries shall operate from the control and auxiliaries voltage as indicated in the CIRCUIT BREAKER DATA SHEET. The stored energy system for the open and close operation of the circuit breaker shall be spring, hydraulic, compressed gas, hybrid system, or magnetic.
  2. The operating mechanism shall comply with the functional requirements specified in IEEE C37.11.
  3. In case of the circuit breaker capable of independent pole operation, one pole shall not be affected in case of another pole malfunction. The breaker shall have no common ties (electrical or mechanical) between poles where one pole tripping is dependent upon the tripping of another pole.
  4. Each breaker shall be equipped with an anti-pumping device to prevent closure after the first trip during closing operations.
  5. Operating mechanisms shall have provisions to measure contact travel time.
  6. Circuit-breaker operating mechanisms shall not rely on the presence of control power to maintain the breaker position.
  7. Sufficient protection and alarm devices shall be supplied to prevent damaging the breaker and to detect any malfunction. Protection and alarm devices include the following, as applicable to the type of system.
    - a. Pressure gauges connected to read tank pressure at each storage level.
    - b. Pressure control switch for compressor motors.
    - c. Relief valves or other devices at each storage level.

SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

- d. Manually operated drain valves in the lowest point of the system at each storage level for draining the moisture and oil.
- e. Supply check valve.
- f. Supply shutoff valves at each storage level.
- g. Alarm pressure switch set to close its contacts at appropriate point above minimum operating pressure.
- h. Minimum-closing-pressure switch, which shall prevent the electrical control system from attempting to close the breaker, when the pressure of the interrupting medium is below the minimum value required to complete a close-open operation at rated short-circuit current or at related required capabilities.
- i. Lockout pressure switch to prevent the mechanism from attempting to close (or open) the breaker when the pressure of the mechanism is too low to obtain proper contact velocities.
- j. Minimum opening-pressure switch, which shall prevent the electrical control system from attempting to open the breaker when the pressure of the interrupting medium is below the minimum value required to complete an opening operation at rated short-circuit current, or at related required capabilities. As an alternative, this switch shall cause the breaker to be opened automatically or prevent the breakers from closing or reclosing when the pressure is below this minimum value.
- k. Means to prevent overcharging of spring(s).
- l. Means to prevent insufficiently charged spring(s) from attempting a close operation.
- m. Mechanical indication that spring(s) is charged, not fully charged, and discharged.
- 8. All cabinets shall have a removable conduit plate for field-installed conduit.
- 9. The wiring for all control devices shall terminate on terminal blocks adjacent to the provisions for field installed conduit.
- 10. Operator control shall include provisions to block automatic operation of the breaker during operator maintenance.
- O. The circuit breaker nameplate shall include all information listed in C37.04. Nameplate data shall have metric units. The nameplate shall be mounted on the main control cabinet.
- P. Circuit breaker noise level shall be in accordance with NEMA SG4.
- Q. The control system supply voltage shall conform to the requirements of IEEE C37.04.
- R. The breaker shall be electrically release-free (trip free) as defined in IEEE C37.100.
- S. The design of the operating mechanism shall be tested together with the circuit breaker interrupter design for positive opening of the circuit breaker and circuit interruption, whether the tripping impulse is received in the fully closed or any partially closed position.
- T. Closing the circuit breaker into a standing trip signal or opening the circuit breaker into a standing close signal shall not cause damage to the circuit breaker. If the release or tripping circuit is completed through an auxiliary switch, electrical release or tripping will not take place until such auxiliary switch is closed.
- U. The circuit breaker shall have two (2) circuit breaker trip coils and one (1) close coil. Each coil shall be electrically, magnetically, and physically independent. Each coil circuit shall have a means of disconnect and protection in each pole as indicated on the CIRCUIT BREAKER DATA SHEET. The use of a protective fuse and fuse holder shall allow the replacement of the fuse.
  - 1. Closing coil operation shall be latched once the closing control switch has been operated and the first device in the control scheme has responded until the closing operation is completed.

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

2. The failure, either electrical or mechanical, of one tripping coil shall not impair the operation of the other coil.
3. Each trip coil circuit shall have provisions for external independent monitoring of trip coil status. For independent pole equipment, the three (3) trip coils shall be wired in series, such that the trip coil monitoring circuit will detect a loss of any trip coil or its respective wiring. The auxiliary 52a switches used in series with these trip coil circuits shall be wired in parallel.
- V. The circuit breaker shall be equipped with auxiliary contacts that change state with the breaker's main contacts. The number of breaker auxiliary contacts is specified in the CIRCUIT BREAKER DATA SHEET.
  1. One set of auxiliary contacts shall change state when the breaker main contacts reach the open position, and one set of auxiliary contacts shall change state when the contacts reach the closed position.
- W. The circuit breaker shall be equipped with an operation counter that is mounted in the breaker control cabinet.
- X. An indicator that shows the position of the main contacts shall be provided. The closed position shall have a red indicator and marked with the symbol "CLOSED". The open position shall have a green indicator and marked with the symbol "OPEN". The contact position indicator shall be mounted in the breaker control cabinet and visible when the cabinet door is closed.
- Y. For an assembly of three single pole breakers, the control system shall control each individual pole for close and trip operation.
  1. Breaker pole control shall be electronically and mechanically independent.
  2. Each pole of the circuit breaker shall be equipped with auxiliary contacts that change state with the breaker main contacts.
  3. Each pole shall have two (2) circuit breaker trip coils and one (1) close coil. Each coil shall be electrically, magnetically, and physically independent.
  4. Each pole shall be equipped with an operation counter and an indicator that shows the position of the main contacts as described in 2.04.X.
  5. The pole disagreement time shall not exceed three (3) cycles ( $\pm 0.5$  cycles) for a breaker with independent pole operators.

### 2.05 CIRCUIT BREAKER BUSHINGS:

- A. The circuit breaker bushing shall conform to IEEE C37.017.
- B. The dielectric and thermal ratings of the bushing shall be coordinated with the ratings of the associated circuit breaker.
- C. Minimum creepage over the bushing insulating surface shall be in accordance with Annex C of IEEE C37.100.1.
- D. Bushing mounting angle shall be per IEEE C37.017.
- E. Bushing cantilever withstand load shall be in accordance with Table 1 of IEEE C37.017.
- F. Each external bushing connection shall have a minimum four-inch by four-inch, four-hole aluminum pad in accordance with Figure C-4 of NEMA CC 1. SUPPLIER shall provide larger pads if necessary to meet circuit breaker rating requirements. Pads shall conform to NEMA CC 1 standard figures.
- G. Bushing terminals shall be silver or tin plated.
- H. Bushings shall make a gas-tight seal to the circuit breaker. The seal shall contain gas pressures to prevent entry of moisture or oxygen throughout the range of service conditions and equipment ratings.
- I. Each bushing shall be constructed of reinforced fiberglass tubes with high ultraviolet proof silicon sheds (composite bushings). All porcelain used shall be manufactured by the wet

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

process and shall be homogeneous, free from laminations, cavities, and other flaws, and impervious to moisture. The glazing shall be free from imperfections such as blisters or burns.

### 2.06 CLOSING RESISTORS: (NOT USED)

- A. A circuit breaker closing resistor system for each pole shall be provided when indicated on the CIRCUIT BREAKER DATA SHEET.
- B. The circuit breaker ratings shall apply with the closing resistor inserted in the circuit between the circuit breaker poles, with the circuit breaker tripped, and with the circuit breaker closed. The ratings that shall apply include the following:
  - 1. Power frequency and impulse withstand voltage, pole-to-pole across the open switching device, and across the isolating distance.
  - 2. Transient recovery voltage.
  - 3. Short circuit current, short circuit breaking current, short circuit making current, short time current, short time withstand current, and closing and latching current.
  - 4. Peak withstand current.
  - 5. Standard operating duty (rated operating sequence).
- C. The closing resistor shall have the ohm value shown on the CIRCUIT BREAKER DATA SHEET.
- D. Each closing resistor shall be operated by the circuit breaker contact operating mechanism.
- E. The closing resistor system shall have the following functions:
  - 1. During the circuit breaker closing operation, insert the closing resistor between the circuit breaker high voltage contacts 10 to 12 m-sec before the circuit breaker contacts close.
  - 2. Remove the closing resistor from the circuit before the circuit breaker contacts begin an opening operation. The breaker opening operation shall include a breaker protective relay trip signal.

### 2.07 BREAKER CONTROLLED SWITCHING: (NOT USED)

- A. When a circuit breaker controlled switching system is required, as indicated on the CIRCUIT BREAKER DATA SHEET, the closing control systems shall have control, monitoring, and communications functions.
  - 1. The control system shall have individual electronic control of each pole.
  - 2. Individual electronic control of each pole shall have field adjustable set points on the voltage waveform for each terminal.
  - 3. The system shall have adaptive control for each pole. Adaptive control shall be based on the following variables, and all necessary variable sensors and transducers shall be provided. All data shall be stored and available electronically for use by the OWNER.
    - a. Contact travel time.
    - b. Ambient temperature.
    - c. Control voltage.
    - d. Drive energy for hydraulic stored energy operating mechanism.
    - e. Gas density.
    - f. Time from last breaker operation.
    - g. Current and voltage Oscillography available electronically for use by the OWNER.
  - 4. A communications interface shall be provided as indicated in the CIRCUIT BREAKER DATA SHEET.

### 2.08 CURRENT TRANSFORMERS:

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

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

- B. The current transformer requirements shall be as specified on the CIRCUIT BREAKER DATA SHEET.
- C. The short time thermal and the mechanical current ratings of the bushing current transformer shall be coordinated with the ratings of the associated circuit breaker.
- D. Provisions shall be made to prevent arcing across the enclosure insulation.
- E. Current transformer secondaries shall be terminated at shorting terminal blocks. A separate lead without wire splices shall be brought out from each CT tap to a single terminal block for each CT. The shorting terminal shall be as specified on the CIRCUIT BREAKER DATA SHEET.
- F. Each current transformer shall have provisions for testing.

### 2.09 CIRCUIT BREAKER CONTROL AND AUXILIARIES:

- A. The circuit breaker control and auxiliary cabinets shall conform to NEMA 250.
- B. Circuit breaker electrical control shall conform to the requirements of IEEE C37.12.
- C. All components required for circuit breaker operation and maintenance, including circuit breaker controls, indicating devices, components for remote data transfer, CT leads, terminal blocks, and grounding connections that are provided for use by the OWNER shall be in one control cabinet.
- D. Degree of protection shall be per the CIRCUIT BREAKER DATA SHEET and in accordance with NEMA 250.
- E. The control cabinet shall have full width hinged doors having provisions for padlocking and provided with guides to hold the doors in the open position. The bottom plate of the control enclosure shall be acceptable for field installation of schedule 40 rigid galvanized steel conduit.
- F. All components in the cabinets shall be accessible for maintenance and adjustments. All control and indicating devices and all cable terminations that are provided for use by the OWNER shall be mounted no more than 1700 mm above the base of the circuit breaker support frame.
- G. Wiring from all terminals on all devices in the control and auxiliary cabinets for connection to the OWNER's systems shall be terminated on terminal blocks located in the control cabinets. Terminal blocks shall accommodate OWNER's ring tongue external cable wiring. All terminal blocks shall be suitable for up to No. 8 AWG wire. Terminal blocks for OWNER AC/DC power, trip, and close connections shall be suitable for up to 1/0 AWG wire.
- H. All wires shall be permanently labeled at each end for identification purposes.
- I. When individual poles require field assembly, SUPPLIER shall provide a pre-connectorized system for interconnecting wiring between poles. All details including, but not limited to, cable/conduit and connector sizes shall be provided at the time of bid.
- J. When single-pole trip and reclosing are required on the CIRCUIT BREAKER DATA SHEET, the circuit breaker control system shall have capability for single-pole and three-pole operation.
- K. When required as shown on the CIRCUIT BREAKER DATA SHEET, there shall be one local breaker "close-open" control switch mounted within the breaker control cabinet. The local breaker control switch shall be two-position to close and open the breaker contacts, and spare contacts wired to terminal blocks for use by OWNER. Nameplates identifying each function shall be provided.
- L. When required as shown on the CIRCUIT BREAKER DATA SHEET, there shall be one breaker control "normal-maintenance" two-position switch mounted within the breaker control cabinet. The "normal maintenance" switch shall block all breaker remote control signals. The switch shall have spare contacts wired to terminal blocks for use by OWNER. Nameplates identifying each function shall be provided.

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

- M. Each control cabinet shall have circuit protective devices for the OWNER's low voltage ac and dc auxiliary power supplies. The cabinet shall have individual branch circuit molded case circuit breakers for the dc closing circuit; and ac heaters, lighting, receptacles, motors, etc.
- N. A copper grounding bar with a minimum dimension of 0.635 cm x 2.54 cm x 15.24 cm shall be bolted inside the control cabinet to terminate all control and instrumentation grounding wires.
- O. The wiring shall meet the requirements of NEMA WC 70 (ICEA S-95-658). Wire type shall be SIS as listed in NFPA 70 (NEC) or an approved equivalent.
- P. Each device mounted in the breaker control cabinet shall have a permanently attached device identification nameplate that is mounted on, or immediately adjacent to the device. The nameplate shall be phenolic or metal, and the device identification shall be made by engraving the nameplate. The device identification shall be identical to the device identification that is shown on schematic and wiring diagrams that are included with the breaker instruction manuals.
- Q. The exterior and interior of control and auxiliaries' cabinets shall be furnished as indicated on the CIRCUIT BREAKER DATA SHEET.
- R. If heaters are required, a heater thermostat control system shall be furnished as required to prevent condensation over the specified range of relative humidity. Heaters with exposed elements shall be supplied with safety shields.
- S. Lighting fixtures and lamps shall be permanently installed in each control cabinet and each pole mechanism cabinet if applicable. The lighting equipment shall provide sufficient illumination on all control and indicating devices without supplemental lighting. The control cabinet and each pole mechanism cabinet if applicable shall have one (1) 20 amperes, 120 V ac, two pole, three wire, grounding type, ground fault interrupting, duplex receptacle.

### 2.10 TOOLS AND SPARE PARTS:

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

### 2.11 ACCESSORIES:

- A. Each cabinet shall contain the following equipment for control, indication and protection of switches, circuit breakers, and associated components:
  - 1. Compressor or pump cutout switch.
  - 2. Pressure gauge on the air, hydraulic or gas receiver.
  - 3. Mechanism housing heaters with thermostatic control. Heaters with exposed elements shall be supplied with safety shields.
  - 4. Emergency circuit breaker trip device.
  - 5. Latch check switch (unless design of breaker for automatic reclosing does not require one).
  - 6. Running time meter for each compressor motor or hydraulic pump.
  - 7. Low pressure alarm switch for compressor lubricating oil.
  - 8. Alarm switch on motors, compressors, or pumps to indicate excessive operating time.

## SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED

9. Motor for air, spring, hydraulic, or gas system shall have a switch to manually disconnect the supply circuit, an undervoltage alarm relay to indicate loss of ac power, and thermal overloads of appropriate rating.
10. Furnish and install in the breaker control cabinet a system to determine breaker contact travel time for contact maintenance.
11. Annunciator (as required by the CIRCUIT BREAKER DATA SHEET).
  - a. Furnish sufficient points to indicate the output of each alarm contact in the power circuit breaker.
  - b. Furnish two common relay modules, each with one set of alarm control contacts (N.O. or N.C.) and designed so that each relay module may be operated by a selected group of point modules. Selection shall be readily modifiable in the field.
  - c. Supply voltage compatible with circuit breaker control voltage.
  - d. Alarm points shall "lock on" when alarm contacts indicate a trouble condition.
  - e. Engrave legend plates as approved by the ENGINEER to clearly indicate the nature of breaker trouble contacts.
  - f. All modules shall be plug-in type to permit easy replacement.
  - g. Include operation indicating lights for control cabinet heaters.
  - h. Additional requirements per the CIRCUIT BREAKER DATA SHEET.

### PART 3 - EXECUTION

#### 3.01 SUPPLIER'S FIELD SERVICES (IF REQUIRED):

- A. When indicated in the CIRCUIT BREAKER DATA SHEET, SUPPLIER shall furnish field services in accordance with these specifications.
- B. If assistance or attendance is required, it will be provided by others and they will be instructed to perform tasks under the technical direction of the SUPPLIER's service personnel. Service personnel of this Contract shall be responsible for the procedures used to test and inspect the equipment and place the equipment into service.
- C. Standard tools will be provided by Others. SUPPLIER's service personnel shall report with any test equipment and special tools that are required specifically for the type of equipment. SUPPLIER's service personnel shall perform all tests, inspections and adjustments required by the manufacturer and as specified in this Section and Division 1.
- D. Tests and inspections shall include the following:
  1. Perform manufacturer's recommended standard inspection of all components including checking all connections for tightness, cleanliness, etc.
  2. Complete test and adjustment of circuit breaker stored energy system, breaker operating mechanism, and auxiliary contacts.
  3. Check and adjust contact alignment, clearances, compression, stroke, etc.
  4. Perform operational test manually and by electrical controls.
  5. Measure the impedance of each main contact, internal wiring, and ground connections.
  6. Measure the opening and closing operating duration of each power circuit breaker pole. Tests are to be performed with stored energy systems compressor or pumps de-energized.
  7. Test contact resistance of each pole of each power circuit breaker with a Ductor tester.
  8. Provide a technical description of all tests and record the results.
- E. At the end of the commissioning activity, a complete and comprehensive report shall be prepared by the SUPPLIER's services personnel. Report shall be an indexed three-ring binder consisting of the following.
  1. Tests performed, what was expected, what was found, and adjustments made.
  2. Testing equipment used complete with their calibration dates and certificates.


SECTION 33 77 23 – VACUUM MEDIUM VOLTAGE CIRCUIT BREAKERS: CONTINUED


END OF SECTION 33 77 23



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

| <u><b>Drawing Number</b></u> | <u><b>Description</b></u>  |
|------------------------------|--|
| 33 77 23 DS – 1200A          | 33 77 23 DS – 1200A<br>15kV Circuit Breaker Specification Data Sheet |
| 33 77 23 DS – 2000A          | 33 77 23 DS – 2000A<br>15kV Circuit Breaker Specification Data Sheet |

|  | 33 77 23 Vacuum Medium Voltage Circuit Breaker Data Sheet |  | Contract: [XXX]          |                                  | Equipment Tag & Description          |       | Supplier Name:                     |  |
|---|---|--|--------------------------|----------------------------------|--------------------------------------|-------|------------------------------------|--|
|   | Project Name: Boulder City Substation #3                  |  | By: F. Order             |                                  | 12.5kV 1200A Circuit Breaker         |       | [XXX]                              |  |
|   | Project Number: 185915                                    |  | Chk: C. Ma               |                                  |                                      |       | Quote Number:                      |  |
|   |   |  | Rev: 1                   |                                  |                                      |       | [XXX]                              |  |
|   |   |  | Date: 7/16/2025          |                                  |                                      |       | Quote Date:                        |  |
|   |   |  |                          |                                  |                                      | [XXX] |                                    |  |
| PARAMETER   |   |  | UNIT                     | NOTES                            | SPECIFIED DATA                       |       | SUPPLIER PROVIDED                  |  |
| GENERAL:  |   |  |                          |                                  |                                      |       |                                    |  |
| Substation Name:  |   |  | -                        |                                  | Boulder City Sub #3                  |       |                                    |  |
| Quantity Of Circuit Breakers:   |   |  | QTY                      |                                  | 4                                    |       |                                    |  |
| Application:  |   |  | -                        |                                  | Feeder Breaker                       |       |                                    |  |
| Field Services  |   |  | -                        |                                  | Not Required                         |       |                                    |  |
| ELECTRICAL REQUIREMENTS:  |   |  |                          |                                  |                                      |       |                                    |  |
| Rated Maximum Voltage   |   |  | kV, RMS                  |                                  | 15.5                                 |       |                                    |  |
| Basic Impulse Lightning Level (BIL)   |   |  | kV, Peak                 |                                  | 110                                  |       |                                    |  |
| Basic Switching Level (BSL)   |   |  | kV, Peak                 |                                  | N/A                                  |       |                                    |  |
| Rated Continuous Current  |   |  | A                        |                                  | 1200                                 |       |                                    |  |
| Rated Short-Circuit Current:  |   |  | kA                       |                                  | 25                                   |       |                                    |  |
| Rated Interrupting Time:  |   |  | m-sec                    |                                  | 50 (3 cycle)                         |       |                                    |  |
| System Neutral  |   |  | -                        |                                  | Effectively grounded                 |       |                                    |  |
| System X/R Ratio  |   |  | -                        |                                  | 5.66                                 |       |                                    |  |
| Power-Frequency 1 Minute Dry Withstand Voltage:                                   |   |  | kV                       |                                  | 50                                   |       |                                    |  |
| Lightning Impulse Full Wave Withstand Voltage:                                    |   |  | kV                       |                                  | 110                                  |       |                                    |  |
| Lightning Impulse Chopped Wave Withstand Voltage (if applicable):                 |   |  | kV                       |                                  | 142                                  |       |                                    |  |
| Switching Impulse Terminal-Ground Withstand (Breaker Closed):                     |   |  | kV                       |                                  | N/A                                  |       |                                    |  |
| Switching Impulse Terminal-Terminal Withstand (On One Phase, Breaker Open):       |   |  | kV                       |                                  | N/A                                  |       |                                    |  |
| Capacitor current switching rating: (C0/C1/C2)                                    |   |  | -                        |                                  | Supplier to Specify                  |       |                                    |  |
| Circuit Breaker Classification: (S1/S2/NA)  |   |  | -                        |                                  | S2                                   |       |                                    |  |
| First Pole to Clear Factor (Kpp)  |   |  | -                        |                                  | 1.5                                  |       |                                    |  |
| TRV Envelope Parameters:  |   |  | -                        |                                  | Supplier to provide                  |       |                                    |  |
| SERVICE CONDITIONS:   |   |  |                          |                                  |                                      |       |                                    |  |
| Ambient Temperature Range   |   |  | °C                       |                                  | -30 °C to +40 °C for normal climates |       |                                    |  |
| Maximum Solar Radiation Intensity   |   |  | Watts/meter <sup>2</sup> |                                  | <1044                                |       |                                    |  |
| Altitude  |   |  | Meters                   |                                  | <1000                                |       |                                    |  |
| Maximum Ambient Pollution   |   |  | -                        |                                  | Heavy                                |       |                                    |  |
| Ice Coating   |   |  | mm                       |                                  | 20                                   |       |                                    |  |
| Maximum Wind Speed  |   |  | m/sec                    |                                  | 50                                   |       |                                    |  |
| Seismic Qualification Level:  |   |  | -                        |                                  | Moderate                             |       |                                    |  |
| MECHANICAL REQUIREMENTS:  |   |  |                          |                                  |                                      |       |                                    |  |
| Independent Pole Operation Required?  |   |  | -                        |                                  | NO                                   |       |                                    |  |
| Operating Duty:   |   |  | -                        |                                  | O-0.3sec-CO-15sec-CO                 |       |                                    |  |
| Mechanical Endurance (Operations): (M1/M2)  |   |  | -                        |                                  | Supplier to Specify                  |       |                                    |  |
| CIRCUIT BREAKER CONSTRUCTION:   |   |  |                          |                                  |                                      |       |                                    |  |
| Heaters Required In The Tank For Low Temperature:                                 |   |  | -                        |                                  | Supplier to Specify                  |       |                                    |  |
| Temperature Below Which Heater Operation Is Required ( °C )                       |   |  | °C                       |                                  | Supplier to Specify                  |       |                                    |  |
| Type of Circuit Breaker Operating Mechanism System.                               |   |  | -                        | Spring/Hydraulic/Pneumatic/Other | Magnetic                             |       |                                    |  |
| Design Pressure Of Main Circuit Breaker Tank                                      |   |  | Kpa                      |                                  | Supplier to Specify                  |       |                                    |  |
| Design Pressure Of Compressed Gas/Fluid Stored Energy System (If Applicable)      |   |  | Kpa                      |                                  | Supplier to Specify                  |       |                                    |  |
| Circuit Breaker Exterior Coating Color:   |   |  | -                        |                                  | Supplier to Specify                  |       |                                    |  |
| Circuit Breaker Interior Coating Color:   |   |  | -                        |                                  | Supplier to Specify                  |       |                                    |  |
| Bushing Terminal Pad:   |   |  | -                        |                                  | Supplier to Specify                  |       | Provide the NEMA type and material |  |
| CIRCUIT BREAKER BUSHINGS:   |   |  |                          |                                  |                                      |       |                                    |  |
| Bushing Construction:   |   |  | -                        |                                  | Manufacturer to Specify              |       |                                    |  |
| Minimum Withstand Cantilever Load Level:  |   |  | -                        |                                  | Level 1                              |       |                                    |  |
| Bushing Creepage  |   |  | -                        |                                  | Supplier to Specify                  |       |                                    |  |
| Bushing Color:  |   |  | -                        |                                  | Supplier to Specify                  |       |                                    |  |

|  |   |                 |                  |  |   |  |                     |  |
|--|---|-----------------|------------------|--|---|--|---------------------|--|
|     | 33 77 23 Vacuum Medium Voltage Circuit Breaker Data Sheet |                 | Contract: [XXX]  |  | Equipment Tag & Description                 |  | Supplier Name:      |  |
|  | Project Name: Boulder City Substation #3                  |                 | By: F. Order     |  | 12.5kV 1200A Circuit Breaker                |  | [XXX]               |  |
|  | Project Number: 185915                                    |                 | Chk: C. Ma       |  |   |  | Quote Number: [XXX] |  |
|  |   |                 | Rev: 1           |  |   |  | Quote Date: [XXX]   |  |
|  |   | Date: 7/16/2025 |                  |  |   |  |                     |  |
| CURRENT TRANSFORMERS:  |   |                 |                  |  |   |  |                     |  |
|  |   |                 | 1Z,3Z,5Z Winding |  | -   |  | Not Required        |  |
| Terminations   |   |                 | CT Ratio         |  | -   |  | -                   |  |
|  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| Z Z Z  |   |                 | 1Y,3Y,5Y Winding |  | -   |  | Not Required        |  |
|  |   |                 | CT Ratio         |  | -   |  | -                   |  |
| Y Y Y  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| X X X  |   |                 | 1X,3X,5X Winding |  | -   |  | Required            |  |
|  |   |                 | CT Ratio         |  | -   |  | 1200.5 MR           |  |
| 1 3 5  |   |                 | Accuracy/Burden  |  | -   |  | C800                |  |
| Breaker Bushing Orientation  |   |                 | TRF              |  | -   |  | 2                   |  |
| 2 4 6  |   |                 | 1X,3X,5X Winding |  | -   |  | Required            |  |
|  |   |                 | CT Ratio         |  | -   |  | 1200.5 MR           |  |
| X X X  |   |                 | Accuracy/Burden  |  | -   |  | C800                |  |
|  |   |                 | TRF              |  | -   |  | 2                   |  |
| Y Y Y  |   |                 | 1Y,3Y,5Y Winding |  | -   |  | Not Required        |  |
|  |   |                 | CT Ratio         |  | -   |  | -                   |  |
| Z Z Z  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| Terminations   |   |                 | 1Z,3Z,5Z Winding |  | -   |  | Not Required        |  |
|  |   |                 | CT Ratio         |  | -   |  | -                   |  |
|  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| CIRCUIT BREAKER LOW VOLTAGE/ANCILLARY DEVICE REQUIREMENTS:                           |   |                 |                  |  |   |  |                     |  |
| Spare Auxiliary Contact:   |   |                 | QTY              |  | 8 Normal Close, 8 Normal Open               |  |                     |  |
| Terminal Blocks Type:  |   |                 | -                |  | Rated 600V and 30A                          |  |                     |  |
| CT Shorting Terminal Blocks  |   |                 | -                |  | Shorting Type with Shorting Bars and Screws |  |                     |  |
| Control Enclosure NEMA Rating:   |   |                 | -                |  | 3R  |  |                     |  |
| Station Low Voltage AC Power Supply  |   |                 | -                |  | 1 phase, 240 V ac                           |  |                     |  |
| Charging Motor Power Supply DC or AC (if applicable)                                 |   |                 | -                |  | 1 phase, 240 V ac                           |  |                     |  |
| Station Low Voltage DC Supply  |   |                 | -                |  | 125 V dc                                    |  |                     |  |
| BPS Separation Required?   |   |                 | -                |  | Not Required                                |  |                     |  |
| ANNUNCIATOR/DATA CONCENTRATOR REQUIREMENTS:  |   |                 |                  |  |   |  |                     |  |
| Device Model:  |   |                 | -                |  |   |  |                     |  |
| Points To Be Monitored:  |   |                 | -                |  |   |  |                     |  |
| Low SF6 Gas Pressure Alarm   |   |                 | -                |  | NO  |  |                     |  |
| Low SF6 Gas Pressure Trip and Block Close  |   |                 | -                |  | NO  |  |                     |  |
| Pole Disagreement (for independent pole breakers)                                    |   |                 | -                |  | NO  |  |                     |  |
| Failure of Operating Mechanism to Re-Charge  |   |                 | -                |  | NO  |  |                     |  |
| DC Motor undervoltage alarm  |   |                 | -                |  | NO  |  |                     |  |
| AC motor undervoltage alarm  |   |                 | -                |  | YES   |  |                     |  |
| Breaker Maintenance Switch Status  |   |                 | -                |  | YES   |  |                     |  |
| Low Hydraulic Pressure or Low Spring Charge Alarm                                    |   |                 | -                |  | YES   |  |                     |  |
| Excessive mechanism run-time alarm   |   |                 | -                |  | NO  |  |                     |  |
| CLOSING RESISTORS:   |   |                 |                  |  |   |  |                     |  |
| Closing Resistor Required:   |   |                 | -                |  | Not Required                                |  |                     |  |
| Closing Resistor Value (Hot)   |   |                 | ohms             |  | -   |  |                     |  |
| Closing Resistor Value (Cold)  |   |                 | ohms             |  | -   |  |                     |  |
| Insertion Time   |   |                 |                  |  | -   |  |                     |  |
| SYNCHRONOUS SWITCHING CONTROL:   |   |                 |                  |  |   |  |                     |  |
| Synchronous Switching Control Required:  |   |                 | -                |  | Not Required                                |  |                     |  |
| Description Of Controlled Switching System, Including Operation, Manufacturer/Model. |   |                 | -                |  | -   |  |                     |  |
| GRADING CAPACITOR:   |   |                 |                  |  |   |  |                     |  |
| Grading Capacitor:   |   |                 | -                |  | Supplier to Specify                         |  |                     |  |
| ADDITIONAL REQUIREMENTS:   |   |                 |                  |  |   |  |                     |  |
| GPS triaxial impact and environmental recorders:                                     |   |                 | -                |  | Not Required                                |  |                     |  |
| List Replacement Parts (Not Already Included In Part 2.10):                          |   |                 | -                |  | Supplier's Recommendation                   |  |                     |  |
| List Maintenance Equipment Required (Not Already Included In Part 2.10)              |   |                 | -                |  | Supplier's Recommendation                   |  |                     |  |
| Spare SF6 Refill Tank Required?  |   |                 | -                |  | Not Required                                |  |                     |  |
| IEC 61850 Compliance Required?   |   |                 | -                |  | Not Required                                |  |                     |  |
| END OF DATA SHEET  |   |                 |                  |  |   |  |                     |  |

| Field                           | Choices  |
|---------------------------------|--|
| Choice                          | Required<br>Manufacturer to Specify (if needed)  |
| Choice w/ Optional Pricing      | Required<br>Manufacturer to Specify (if needed)<br>Price as Optional                                     |
| Application                     | Line Switching<br>Transformer Switching<br>Cap Bank Switching  |
| Interrupting Time               | 33 (2 cycle)<br>50 (3 cycle)   |
| System Neutral                  | Effectively grounded<br>Non-grounded<br>Resistor grounded  |
| Pollution Level                 | Light<br>Medium<br>Heavy<br>Very Heavy   |
| Seismic Qualification           | Low<br>Moderate<br>High  |
| Choice 2                        | Required<br>Not Required   |
| Choice 3                        | Yes<br>No  |
| Capacitor Current Switch Rating | Class C0<br>Class C1<br>Class C2   |
| Mechanical Endurance            | M1<br>M2   |
| AC                              | 1 phase, 120 V ac<br>3 phase, 208Y/120 V ac<br>1 phase, 240 V ac<br>3 phase, 240 V ac<br>Other - specify |
| DC                              | 48 V DC<br>125 V DC<br>250 V DC  |
| Applicable                      | Applicable<br>Not Required   |
| Bushing Construction:           | Composite<br>Porcelain<br>Manufacturer to Specify  |
| Cantilever Load Level:          | Level 1<br>Level 2   |
| AC/DC Protection                | Fused Disconnect<br>Breaker  |
| Synchronous                     | Capacitor<br>Reactor<br>Transformer Remnant Flux<br>Not Required   |
| NEMA                            | 3R<br>4<br>4X  |

|           |   |
|-----------|---|
| CT Ratios | 600:5 MR<br>1200:5 MR<br>2000:5 MR<br>3000:5 MR<br>4000:5 MR<br>5000:5 MR |
|-----------|---|

|                   |                              |
|-------------------|------------------------------|
| CT Accuracy Class | C100<br>C200<br>C400<br>C800 |
|-------------------|------------------------------|

|     |   |
|-----|---|
| TRF | 1.0<br>1.33<br>1.5<br>2.0<br>3.0<br>4.0 |
|-----|---|

|  |   |
|--|---|
|  | Supply Value<br>Manufacturer to Specify |
|--|---|

|                |   |
|----------------|---|
| System Neutral | Effectively grounded<br>Non-grounded<br>Resistor grounded |
|----------------|---|

|                 |  |
|-----------------|--|
| Pollution Level | Light<br>Medium<br>Heavy<br>Very Heavy |
|-----------------|--|

|          |   |
|----------|---|
| Choice 4 | Required<br>Not Required<br>Manufacturer to Specify |
|----------|---|

|  |           |
|--|-----------|
|  | Yes<br>No |
|--|-----------|

|     |            |
|-----|------------|
| Kpp | 1.3<br>1.5 |
|-----|------------|


|                         |   |
|-------------------------|---|
| Ambient air temperature | –50 °C to +40 °C for extremely cold climates<br>–40 °C to +40 °C for very cold climates<br>–30 °C to +40 °C for normal climates<br>–5 °C and +55 °C for very hot climates<br>–15 °C and +55 °C for hot and dry desert regions |
|-------------------------|---|

|                |   |
|----------------|---|
| Reclosing duty | O-0.3sec-CO-15sec-CO<br>O-0.3sec-CO-3min-CO<br>O-15sec-CO-3min-CO |
|----------------|---|


**Table 6—Insulation capability ratings (1)<sup>a</sup>**

| Line no. |                             | Dielectric withstand test voltages |          |                         |  |  |   | Minimum creepage distance of external insulation to ground (5) |        |
|----------|-----------------------------|------------------------------------|----------|-------------------------|--|--|---|--|--------|
|          |                             | Power frequency                    |          | Lightning impulse (2)   |  | Switching impulse (2)  |   |  |        |
|          | Rated maximum voltage $U_r$ | 1 min dry                          | 10 s wet | Full wave withstand (6) | Chopped wave 2 $\mu$ s minimum time to sparkover withstand | Withstand voltage terminal-to-ground with circuit breaker closed | Withstand voltage terminal-to-terminal on one phase with circuit breaker open |  |        |
|          | kV, rms                     | kV, rms                            | kV, rms  | kV, peak                | kV, peak   | kV, peak   | kV, peak  |  |        |
|          | Col. 1                      | Col. 2                             | Col. 3   | Col. 4                  | Col. 5   | Col. 6   | Col. 7  | Col. 8   | Col. 9 |
| 1        | 4.76                        | 19                                 | (3)      | 60                      | (7)  | (3)  | (3)   | (3)  | (3)    |
| 2        | 8.25                        | 36                                 | (3)      | 95                      | (7)  | (3)  | (3)   | (3)  | (3)    |
| 3        | 15.0                        | 36                                 | (3)      | 95                      | (7)  | (3)  | (3)   | (3)  | (3)    |
| 4        | 15.5                        | 50                                 | 45       | 110                     | 142  | (3)  | (3)   | 250  | 9.84   |
| 5        | 15.5                        | 50                                 | 45       | 110                     | (7)  | (3)  | (3)   | 250  | 9.84   |
| 6        | 25.8                        | 60                                 | 50       | 150                     | 194  | (3)  | (3)   | 420  | 16.5   |
| 7        | 25.8                        | 60                                 | 50       | 150                     | (7)  | (3)  | (3)   | 420  | 16.5   |
| 8        | 25.8 (4)                    | 60                                 | 50       | 125                     | 161  | (3)  | (3)   | 420  | 16.5   |
| 9        | 27.0                        | 60                                 | (3)      | 125                     | (7)  | (3)  | (3)   | (3)  | (3)    |
| 10       | 38.0                        | 80                                 | (3)      | 150                     | (7)  | (3)  | (3)   | (3)  | (3)    |
| 11       | 38.0                        | 80                                 | 75       | 200                     | 258  | (3)  | (3)   | 610  | 24.0   |
| 12       | 38.0                        | 80                                 | 75       | 200                     | (7)  | (3)  | (3)   | 610  | 24.0   |
| 13       | 38.0 (4)                    | 80                                 | 75       | 150                     | 194  | (3)  | (3)   | 610  | 24.0   |
| 14       | 48.3                        | 105                                | 95       | 250                     | 322  | (3)  | (3)   | 780  | 30.7   |
| 15       | 48.3                        | 105                                | 95       | 250                     | (7)  | (3)  | (3)   | 780  | 30.7   |
| 16       | 72.5                        | 160                                | 140      | 350                     | 452  | (3)  | (3)   | 1170   | 46.1   |
| 17       | 123                         | 230                                | 230      | 550                     | 710  | (3)  | (3)   | 1990   | 78.3   |
| 18       | 145                         | 275                                | 275      | 650                     | 838  | (3)  | (3)   | 2340   | 92.1   |
| 19       | 170                         | 325                                | 315      | 750                     | 968  | (3)  | (3)   | 2750   | 108    |
| 20       | 245                         | 425                                | 350      | 900                     | 1160   | (3)  | (3)   | 3960   | 156    |
| 21       | 362                         | 555                                | (3)      | 1300                    | 1680   | 825  | 900   | 5850   | 230    |
| 22       | 550                         | 860                                | (3)      | 1800                    | 2320   | 1175   | 1300  | 8890   | 350    |
| 23       | 800                         | 960                                | (3)      | 2050                    | 2640   | 1425   | 1500  | 12900  | 508    |

<sup>a</sup> Numbers in parenthesis refer to the information items in 6.2.1 for tables Table 6 and Table 7.

|   |   |                            |                 |  |                              |       |                |  |
|---|---|----------------------------|-----------------|--|------------------------------|-------|----------------|--|
|  | 33 77 23 Vacuum Medium Voltage Circuit Breaker Data Sheet |                            | Contract: [XXX] |  | Equipment Tag & Description  |       | Supplier Name: |  |
|   | Project Name:   | Boulder City Substation #3 | By: F. Order    |  | 12.5kV 2000A Circuit Breaker |       | [XXX]          |  |
|   | Project Number:   | 185915                     | Chk: C. Ma      |  |                              |       | Quote Number:  |  |
|   |   |                            | Rev: 1          |  |                              |       | [XXX]          |  |
|   |   |                            | Date: 7/16/2025 |  |                              |       | Quote Date:    |  |
|   |   |                            |                 |  |                              | [XXX] |                |  |

| PARAMETER  | UNIT                     | NOTES                            | SPECIFIED DATA                       | SUPPLIER PROVIDED                  |
|--|--------------------------|----------------------------------|--------------------------------------|------------------------------------|
| <b>GENERAL:</b>  |                          |                                  |                                      |                                    |
| Substation Name:   | -                        |                                  | Boulder City Sub #3                  |                                    |
| Quantity Of Circuit Breakers:  | QTY                      |                                  | 3                                    |                                    |
| Application:   | -                        |                                  | Transformer Switching                |                                    |
| Field Services   | -                        |                                  | Not Required                         |                                    |
| <b>ELECTRICAL REQUIREMENTS:</b>  |                          |                                  |                                      |                                    |
| Rated Maximum Voltage  | kV, RMS                  |                                  | 15.5                                 |                                    |
| Basic Impulse Lightning Level (BIL)  | kV, Peak                 |                                  | 110                                  |                                    |
| Basic Switching Level (BSL)  | kV, Peak                 |                                  | N/A                                  |                                    |
| Rated Continuous Current   | A                        |                                  | 2000                                 |                                    |
| Rated Short-Circuit Current:   | kA                       |                                  | 25                                   |                                    |
| Rated Interrupting Time:   | m-sec                    |                                  | 50 (3 cycle)                         |                                    |
| System Neutral   | -                        |                                  | Effectively grounded                 |                                    |
| System X/R Ratio   | -                        |                                  | 5.66                                 |                                    |
| Power-Frequency 1 Minute Dry Withstand Voltage:                              | kV                       |                                  | 50                                   |                                    |
| Lightning Impulse Full Wave Withstand Voltage:                               | kV                       |                                  | 110                                  |                                    |
| Lightning Impulse Chopped Wave Withstand Voltage (if applicable):            | kV                       |                                  | 142                                  |                                    |
| Switching Impulse Terminal-Ground Withstand (Breaker Closed):                | kV                       |                                  | N/A                                  |                                    |
| Switching Impulse Terminal-Terminal Withstand (On One Phase, Breaker Open):  | kV                       |                                  | N/A                                  |                                    |
| Capacitor current switching rating: (C0/C1/C2)                               | -                        |                                  | Supplier to Specify                  |                                    |
| Circuit Breaker Classification: (S1/S2/NA)                                   | -                        |                                  | S2                                   |                                    |
| First Pole to Clear Factor (Kpp)   | -                        |                                  | 1.5                                  |                                    |
| TRV Envelope Parameters:   | -                        |                                  | Supplier to provide                  |                                    |
| <b>SERVICE CONDITIONS:</b>   |                          |                                  |                                      |                                    |
| Ambient Temperature Range  | °C                       |                                  | -30 °C to +40 °C for normal climates |                                    |
| Maximum Solar Radiation Intensity  | Watts/meter <sup>2</sup> |                                  | <1044                                |                                    |
| Altitude   | Meters                   |                                  | <1000                                |                                    |
| Maximum Ambient Pollution  | -                        |                                  | Heavy                                |                                    |
| Ice Coating  | mm                       |                                  | 20                                   |                                    |
| Maximum Wind Speed   | m/sec                    |                                  | 50                                   |                                    |
| Seismic Qualification Level:   | -                        |                                  | Moderate                             |                                    |
| <b>MECHANICAL REQUIREMENTS:</b>  |                          |                                  |                                      |                                    |
| Independent Pole Operation Required?   | -                        |                                  | NO                                   |                                    |
| Operating Duty:  | -                        |                                  | O-0.3sec-CO-15sec-CO                 |                                    |
| Mechanical Endurance (Operations): (M1/M2)                                   | -                        |                                  | Supplier to Specify                  |                                    |
| <b>CIRCUIT BREAKER CONSTRUCTION:</b>   |                          |                                  |                                      |                                    |
| Heaters Required In The Tank For Low Temperature:                            | -                        |                                  | Supplier to Specify                  |                                    |
| Temperature Below Which Heater Operation Is Required (°C)                    | °C                       |                                  | Supplier to Specify                  |                                    |
| Type of Circuit Breaker Operating Mechanism System:                          | -                        | Spring/Hydraulic/Pneumatic/Other | Magnetic                             |                                    |
| Design Pressure Of Main Circuit Breaker Tank                                 | Kpa                      |                                  | Supplier to Specify                  |                                    |
| Design Pressure Of Compressed Gas/Fluid Stored Energy System (If Applicable) | Kpa                      |                                  | Supplier to Specify                  |                                    |
| Circuit Breaker Exterior Coating Color:                                      | -                        |                                  | Supplier to Specify                  |                                    |
| Circuit Breaker Interior Coating Color:                                      | -                        |                                  | Supplier to Specify                  |                                    |
| Bushing Terminal Pad:  |                          |                                  | Supplier to Specify                  | Provide the NEMA type and material |
| <b>CIRCUIT BREAKER BUSHINGS:</b>   |                          |                                  |                                      |                                    |
| Bushing Construction:  | -                        |                                  | Manufacturer to Specify              |                                    |
| Minimum Withstand Cantilever Load Level:                                     | -                        |                                  | Level 1                              |                                    |
| Bushing Creepage   | -                        |                                  | Supplier to Specify                  |                                    |
| Bushing Color:   | -                        |                                  | Supplier to Specify                  |                                    |

|  |   |                 |                  |  |   |  |                     |  |
|--|---|-----------------|------------------|--|---|--|---------------------|--|
|     | 33 77 23 Vacuum Medium Voltage Circuit Breaker Data Sheet |                 | Contract: [XXX]  |  | Equipment Tag & Description                 |  | Supplier Name:      |  |
|  | Project Name: Boulder City Substation #3                  |                 | By: F. Order     |  | 12.5kV 2000A Circuit Breaker                |  | [XXX]               |  |
|  | Project Number: 185915                                    |                 | Chk: C. Ma       |  |   |  | Quote Number: [XXX] |  |
|  |   |                 | Rev: 1           |  |   |  | Quote Date: [XXX]   |  |
|  |   | Date: 7/16/2025 |                  |  |   |  |                     |  |
| CURRENT TRANSFORMERS:  |   |                 |                  |  |   |  |                     |  |
|  |   |                 | 1Z,3Z,5Z Winding |  | -   |  | Not Required        |  |
| Terminations   |   |                 | CT Ratio         |  | -   |  | -                   |  |
|  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| Z Z Z  |   |                 | 1Y,3Y,5Y Winding |  | -   |  | Not Required        |  |
|  |   |                 | CT Ratio         |  | -   |  | -                   |  |
| Y Y Y  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| X X X  |   |                 | 1X,3X,5X Winding |  | -   |  | Required            |  |
|  |   |                 | CT Ratio         |  | -   |  | 2000:5 MR           |  |
| 1 3 5  |   |                 | Accuracy/Burden  |  | -   |  | C800                |  |
| Breaker Bushing Orientation  |   |                 | TRF              |  | -   |  | 2                   |  |
| 2 4 6  |   |                 | 1X,3X,5X Winding |  | -   |  | Required            |  |
|  |   |                 | CT Ratio         |  | -   |  | 2000:5 MR           |  |
| X X X  |   |                 | Accuracy/Burden  |  | -   |  | C800                |  |
|  |   |                 | TRF              |  | -   |  | 2                   |  |
| Y Y Y  |   |                 | 1Y,3Y,5Y Winding |  | -   |  | Not Required        |  |
|  |   |                 | CT Ratio         |  | -   |  | -                   |  |
| Z Z Z  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| Terminations   |   |                 | 1Z,3Z,5Z Winding |  | -   |  | Not Required        |  |
|  |   |                 | CT Ratio         |  | -   |  | -                   |  |
|  |   |                 | Accuracy/Burden  |  | -   |  | -                   |  |
|  |   |                 | TRF              |  | -   |  | -                   |  |
| CIRCUIT BREAKER LOW VOLTAGE/ANCILLARY DEVICE REQUIREMENTS:                           |   |                 |                  |  |   |  |                     |  |
| Spare Auxiliary Contact:   |   |                 | QTY              |  | 8 Normal Close, 8 Normal Open               |  |                     |  |
| Terminal Blocks Type:  |   |                 | -                |  | Rated 600V and 30A                          |  |                     |  |
| CT Shorting Terminal Blocks  |   |                 | -                |  | Shorting Type with Shorting Bars and Screws |  |                     |  |
| Control Enclosure NEMA Rating:   |   |                 | -                |  | 3R  |  |                     |  |
| Station Low Voltage AC Power Supply  |   |                 | -                |  | 1 phase, 240 V ac                           |  |                     |  |
| Charging Motor Power Supply DC or AC (if applicable)                                 |   |                 | -                |  | 1 phase, 240 V ac                           |  |                     |  |
| Station Low Voltage DC Supply  |   |                 | -                |  | 125 V dc                                    |  |                     |  |
| BPS Separation Required?   |   |                 | -                |  | Not Required                                |  |                     |  |
| ANNUNCIATOR/DATA CONCENTRATOR REQUIREMENTS:  |   |                 |                  |  |   |  |                     |  |
| Device Model:  |   |                 | -                |  |   |  |                     |  |
| Points To Be Monitored:  |   |                 | -                |  |   |  |                     |  |
| Low SF6 Gas Pressure Alarm   |   |                 | -                |  | NO  |  |                     |  |
| Low SF6 Gas Pressure Trip and Block Close  |   |                 | -                |  | NO  |  |                     |  |
| Pole Disagreement (for independent pole breakers)                                    |   |                 | -                |  | NO  |  |                     |  |
| Failure of Operating Mechanism to Re-Charge  |   |                 | -                |  | NO  |  |                     |  |
| DC Motor undervoltage alarm  |   |                 | -                |  | NO  |  |                     |  |
| AC motor undervoltage alarm  |   |                 | -                |  | YES   |  |                     |  |
| Breaker Maintenance Switch Status  |   |                 | -                |  | YES   |  |                     |  |
| Low Hydraulic Pressure or Low Spring Charge Alarm                                    |   |                 | -                |  | YES   |  |                     |  |
| Excessive mechanism run-time alarm   |   |                 | -                |  | NO  |  |                     |  |
| CLOSING RESISTORS:   |   |                 |                  |  |   |  |                     |  |
| Closing Resistor Required:   |   |                 | -                |  | Not Required                                |  |                     |  |
| Closing Resistor Value (Hot)   |   |                 | ohms             |  | -   |  |                     |  |
| Closing Resistor Value (Cold)  |   |                 | ohms             |  | -   |  |                     |  |
| Insertion Time   |   |                 |                  |  | -   |  |                     |  |
| SYNCHRONOUS SWITCHING CONTROL:   |   |                 |                  |  |   |  |                     |  |
| Synchronous Switching Control Required:  |   |                 | -                |  | Not Required                                |  | -                   |  |
| Description Of Controlled Switching System, Including Operation, Manufacturer/Model. |   |                 | -                |  | -   |  |                     |  |
| GRADING CAPACITOR:   |   |                 |                  |  |   |  |                     |  |
| Grading Capacitor:   |   |                 | -                |  | Supplier to Specify                         |  |                     |  |
| ADDITIONAL REQUIREMENTS:   |   |                 |                  |  |   |  |                     |  |
| GPS triaxial impact and environmental recorders:                                     |   |                 | -                |  | Not Required                                |  |                     |  |
| List Replacement Parts (Not Already Included In Part 2.10):                          |   |                 | -                |  | Supplier's Recommendation                   |  |                     |  |
| List Maintenance Equipment Required (Not Already Included In Part 2.10)              |   |                 | -                |  | Supplier's Recommendation                   |  |                     |  |
| Spare SF6 Refill Tank Required?  |   |                 | -                |  | Not Required                                |  |                     |  |
| IEC 61850 Compliance Required?   |   |                 | -                |  | Not Required                                |  |                     |  |
| END OF DATA SHEET  |   |                 |                  |  |   |  |                     |  |



| Field                           | Choices  |
|---------------------------------|--|
| Choice                          | Required<br>Manufacturer to Specify (if needed)  |
| Choice w/ Optional Pricing      | Required<br>Manufacturer to Specify (if needed)<br>Price as Optional                                     |
| Application                     | Line Switching<br>Transformer Switching<br>Cap Bank Switching  |
| Interrupting Time               | 33 (2 cycle)<br>50 (3 cycle)   |
| System Neutral                  | Effectively grounded<br>Non-grounded<br>Resistor grounded  |
| Pollution Level                 | Light<br>Medium<br>Heavy<br>Very Heavy   |
| Seismic Qualification           | Low<br>Moderate<br>High  |
| Choice 2                        | Required<br>Not Required   |
| Choice 3                        | Yes<br>No  |
| Capacitor Current Switch Rating | Class C0<br>Class C1<br>Class C2   |
| Mechanical Endurance            | M1<br>M2   |
| AC                              | 1 phase, 120 V ac<br>3 phase, 208Y/120 V ac<br>1 phase, 240 V ac<br>3 phase, 240 V ac<br>Other - specify |
| DC                              | 48 V DC<br>125 V DC<br>250 V DC  |
| Applicable                      | Applicable<br>Not Required   |
| Bushing Construction:           | Composite<br>Porcelain<br>Manufacturer to Specify  |
| Cantilever Load Level:          | Level 1<br>Level 2   |
| AC/DC Protection                | Fused Disconnect<br>Breaker  |
| Synchronous                     | Capacitor<br>Reactor<br>Transformer Remnant Flux<br>Not Required   |
| NEMA                            | 3R<br>4<br>4X  |

|           |   |
|-----------|---|
| CT Ratios | 600:5 MR<br>1200:5 MR<br>2000:5 MR<br>3000:5 MR<br>4000:5 MR<br>5000:5 MR |
|-----------|---|

|                   |                              |
|-------------------|------------------------------|
| CT Accuracy Class | C100<br>C200<br>C400<br>C800 |
|-------------------|------------------------------|

|     |   |
|-----|---|
| TRF | 1.0<br>1.33<br>1.5<br>2.0<br>3.0<br>4.0 |
|-----|---|

|  |   |
|--|---|
|  | Supply Value<br>Manufacturer to Specify |
|--|---|

|                |   |
|----------------|---|
| System Neutral | Effectively grounded<br>Non-grounded<br>Resistor grounded |
|----------------|---|

|                 |  |
|-----------------|--|
| Pollution Level | Light<br>Medium<br>Heavy<br>Very Heavy |
|-----------------|--|

|          |   |
|----------|---|
| Choice 4 | Required<br>Not Required<br>Manufacturer to Specify |
|----------|---|

|  |           |
|--|-----------|
|  | Yes<br>No |
|--|-----------|

|     |            |
|-----|------------|
| Kpp | 1.3<br>1.5 |
|-----|------------|

|                         |   |
|-------------------------|---|
| Ambient air temperature | −50 °C to +40 °C for extremely cold climates<br>−40 °C to +40 °C for very cold climates<br>−30 °C to +40 °C for normal climates<br>−5 °C and +55 °C for very hot climates<br>−15 °C and +55 °C for hot and dry desert regions |
|-------------------------|---|

|                |   |
|----------------|---|
| Reclosing duty | O-0.3sec-CO-15sec-CO<br>O-0.3sec-CO-3min-CO<br>O-15sec-CO-3min-CO |
|----------------|---|

**Table 6—Insulation capability ratings (1)<sup>a</sup>**

| Line no. |                             | Dielectric withstand test voltages |          |                         |  |  |   | Minimum creepage distance of external insulation to ground (5) |        |
|----------|-----------------------------|------------------------------------|----------|-------------------------|--|--|---|--|--------|
|          |                             | Power frequency                    |          | Lightning impulse (2)   |  | Switching impulse (2)  |   |  |        |
|          | Rated maximum voltage $U_r$ | 1 min dry                          | 10 s wet | Full wave withstand (6) | Chopped wave 2 $\mu$ s minimum time to sparkover withstand | Withstand voltage terminal-to-ground with circuit breaker closed | Withstand voltage terminal-to-terminal on one phase with circuit breaker open |  |        |
|          | kV, rms                     | kV, rms                            | kV, rms  | kV, peak                | kV, peak   | kV, peak   | kV, peak  |  |        |
|          | Col. 1                      | Col. 2                             | Col. 3   | Col. 4                  | Col. 5   | Col. 6   | Col. 7  | Col. 8   | Col. 9 |
| 1        | 4.76                        | 19                                 | (3)      | 60                      | (7)  | (3)  | (3)   | (3)  | (3)    |
| 2        | 8.25                        | 36                                 | (3)      | 95                      | (7)  | (3)  | (3)   | (3)  | (3)    |
| 3        | 15.0                        | 36                                 | (3)      | 95                      | (7)  | (3)  | (3)   | (3)  | (3)    |
| 4        | 15.5                        | 50                                 | 45       | 110                     | 142  | (3)  | (3)   | 250  | 9.84   |
| 5        | 15.5                        | 50                                 | 45       | 110                     | (7)  | (3)  | (3)   | 250  | 9.84   |
| 6        | 25.8                        | 60                                 | 50       | 150                     | 194  | (3)  | (3)   | 420  | 16.5   |
| 7        | 25.8                        | 60                                 | 50       | 150                     | (7)  | (3)  | (3)   | 420  | 16.5   |
| 8        | 25.8 (4)                    | 60                                 | 50       | 125                     | 161  | (3)  | (3)   | 420  | 16.5   |
| 9        | 27.0                        | 60                                 | (3)      | 125                     | (7)  | (3)  | (3)   | (3)  | (3)    |
| 10       | 38.0                        | 80                                 | (3)      | 150                     | (7)  | (3)  | (3)   | (3)  | (3)    |
| 11       | 38.0                        | 80                                 | 75       | 200                     | 258  | (3)  | (3)   | 610  | 24.0   |
| 12       | 38.0                        | 80                                 | 75       | 200                     | (7)  | (3)  | (3)   | 610  | 24.0   |
| 13       | 38.0 (4)                    | 80                                 | 75       | 150                     | 194  | (3)  | (3)   | 610  | 24.0   |
| 14       | 48.3                        | 105                                | 95       | 250                     | 322  | (3)  | (3)   | 780  | 30.7   |
| 15       | 48.3                        | 105                                | 95       | 250                     | (7)  | (3)  | (3)   | 780  | 30.7   |
| 16       | 72.5                        | 160                                | 140      | 350                     | 452  | (3)  | (3)   | 1170   | 46.1   |
| 17       | 123                         | 230                                | 230      | 550                     | 710  | (3)  | (3)   | 1990   | 78.3   |
| 18       | 145                         | 275                                | 275      | 650                     | 838  | (3)  | (3)   | 2340   | 92.1   |
| 19       | 170                         | 325                                | 315      | 750                     | 968  | (3)  | (3)   | 2750   | 108    |
| 20       | 245                         | 425                                | 350      | 900                     | 1160   | (3)  | (3)   | 3960   | 156    |
| 21       | 362                         | 555                                | (3)      | 1300                    | 1680   | 825  | 900   | 5850   | 230    |
| 22       | 550                         | 860                                | (3)      | 1800                    | 2320   | 1175   | 1300  | 8890   | 350    |
| 23       | 800                         | 960                                | (3)      | 2050                    | 2640   | 1425   | 1500  | 12900  | 508    |

<sup>a</sup> Numbers in parenthesis refer to the information items in 6.2.1 for tables Table 6 and Table 7.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For possible Action:* To approve Contract No. CRCBC-SA-25-HEE between successful bidder, High Energy Engineering, LLC and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3481 for High Voltage System – Digital Substation Inspection Platform in the amount not to exceed \$78,650 with a contract ending date of December 31, 2027.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the contract CRCBC-25-HEE and authorize the Executive Director to sign the contract on behalf of the Commission.

**FISCAL IMPACT:**

Contract not to exceed \$78,650.

**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.

**B. Background of Bid/Procurement**

On September 17, 2025, bid solicitation 69CRC-S3481 was posted in NVEPro. Bid solicitations were sent to three vendors registered with NVEPro. The deadline for bid proposals closed at 2:00 p.m. on October 29, 2025. Two quotes were received through NVEPro. The evaluation team reviewed the proposals and selected the proposal from High Energy Engineering LLC.

This Contract is to digitize and standardize the substation inspection process and provide actionable corrective actions with severity rankings to execute repairs in the field as specified in the contract. The Contract will be executed by the Commission pursuant to NRS 538.161 (2) and the Commission’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project and State Administrative Manual (SAM) 0326.

**C. Staff’s Recommendation**

Staff recommends the Commission approve the contract with High Energy Engineering LLC and authorize the Executive Director to sign it on behalf of the Commission.

## 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, NV 89106  |
| Contact:               | Joseph Stubitz   |
| Phone:                 | (702) 376-9997   |
| Email:                 | <a href="mailto:JStubitz@crc.nv.gov">JStubitz@crc.nv.gov</a> |

|                        |  |
|------------------------|--|
| Contractor Name:       | High Energy Engineering, LLC                                       |
| Address:               | 3108 Midland Drive   |
| City, State, Zip Code: | Elko, NV 89801   |
| Contact:               | Jay Elquist  |
| Phone:                 | (775) 777-4233   |
| Email:                 | <a href="mailto:jay@highenergy.eng.pro">jay@highenergy.eng.pro</a> |

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: | December 9, 2025 | To: | December 31, 2027 |
|-----------------|------------------|-----|-------------------|

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 AA: | SCOPE OF WORK                    |
| ATTACHMENT BB: | INSURANCE SCHEDULE               |
| ATTACHMENT CC: | STATE SOLICITATION # 69CRC-S2481 |
| ATTACHMENT DD: | CONTRACTOR 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:

|                                   |          |                                      |
|-----------------------------------|----------|--------------------------------------|
| Implementation fee and Annual fee | per      | Contractor's Proposal, Attachment DD |
| Total Contract Not to Exceed:     | \$78,650 |                                      |

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 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 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. 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 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 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.
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.

|                      |               |                             |
|----------------------|---------------|-----------------------------|
| _____<br>Jay Elquist | _____<br>Date | _____<br>President<br>Title |
|----------------------|---------------|-----------------------------|

|                        |               |                                      |
|------------------------|---------------|--------------------------------------|
| _____<br>Eric Witkoski | _____<br>Date | _____<br>Executive Director<br>Title |
|------------------------|---------------|--------------------------------------|

Approved as to form by:

On:

|  |               |
|--|---------------|
| _____<br>Michelle Briggs<br>Special Counsel for Attorney General | _____<br>Date |
|--|---------------|

# Attachment AA

## Scope of Work

**COLORADO RIVER COMMISSION OF NEVADA**

# High Voltage System Digital Substation Inspection Platform

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*SCOPE OF WORK*

September 2025

*REVISION 0*



# Revisions

| <u>REVISION</u> | <u>DESCRIPTION</u> | <u>DATE</u> |
|-----------------|--------------------|-------------|
| 0               | INITIAL ISSUE      | 9/16/2025   |
|                 |                    |             |
|                 |                    |             |
|                 |                    |             |
|                 |                    |             |



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# 01 00 00 – GENERAL REQUIREMENTS

## 01 11 00 - SUMMARY OF WORK

### 1. Objective

- a. The Colorado River Commission of Nevada's (CRCNV, Owner) Power Delivery Group (PDG) is looking for a digital platform to digitize and standardize our substation inspection process, and provide actionable corrective actions with severity rankings to execute repairs in the field.

### 2. Scope of Work

- a. The CRCNV, 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.
- b. This scope of work covers the ability to use a contractor for the purpose of maintaining the CRCNV's high voltage transmission and substation public works assets.
- c. The services to be performed by the vendor consist of the implementation of a complete substation inspection and maintenance program with the minimum following features:
  - i. General
    1. Desktop and app based management dashboard for analysis of inspection data and analytics
    2. App based inspection program capable of being loaded on both iOS and Android devices with tablet/large format optimized screens
    3. Historical reporting and data housing for a minimum of 10 years
    4. Owner maintains ownership of the data input via the software with an easy ability to export data if another vendor was selected after the contract term ends
    5. Provide mapping of the substation and transmission line inspection locations

6. Provide expert support for initial setup with Owner provided documents and guidance, as well as ongoing support for the term of the contract for addition of stations, customized reports, etc.
  7. Templates should be available and provided for all major substation asset inspections (VCB, GCBs, Transformers, OLTCs, DSWs, capacitor banks, protective relays, control enclosure, etc.)
  8. Software should have a proven track record of use at major utilities, coops, etc.
- ii. Substation Asset Management
1. Substation Inspection Module
    - a. Customizable inspections forms for use by field crews for on site input of data
    - b. Consistent data input methods/questions for reliable data entry and analysis
    - c. Deficiency identification and ranking for management review
    - d. Real time alerts to critical identified issues
    - e. Capable of uploading photographs and GPS pins to specific inspection reports with data housing matching the 10 year requirements
    - f. Corrective action workflow capabilities for tracking progress to a repair
- iii. Asset List for Pricing

| Customer/Owner | Operations | Station Name | Primary Voltage (kV) | Secondary Voltage (kV) | # of Circuit Breakers | # of Transformers |
|----------------|------------|--------------|----------------------|------------------------|-----------------------|-------------------|
| CCWRD          | CRCNV      | AWT          | 69                   | 12                     | 5                     | 1                 |
| CCWRD          | CRCNV      | Rochelle     | 69                   | 12                     | 4                     | 1                 |
| CCWRD          | CRCNV      | Surge Pond   | 69                   | 12                     | 9                     | 2                 |
| SNWA           | CRCNV      | Newport      | 230                  | 69                     | 10                    | 2                 |
| SNWA           | CRCNV      | Eastside     | 230                  | 69                     | 16                    | 2                 |
| BMI            | CRCNV      | CRC #1       | 230                  | 14.4                   | 4                     | 2                 |
| BMI            | CRCNV      | CRC #2       | 230                  | 14.4                   | 4                     | 2                 |
| BMI            | CRCNV      | CRC #3       | 230                  | 14.4                   | 4                     | 2                 |

|      |       |                        |       |      |   |   |
|------|-------|------------------------|-------|------|---|---|
| SNWA | CRCNV | BPS-1A                 | 69    | 13.8 | 2 | 2 |
| SNWA | CRCNV | BPS-2                  | 69    | 13.8 | 2 | 2 |
| SNWA | CRCNV | Foothills              | 69    | 4.16 | 2 | 2 |
| SNWA | CRCNV | IPS-1                  | 69    | 4.16 | 3 | 3 |
| SNWA | CRCNV | IPS-2                  | 69    | 13.8 | 2 | 2 |
| SNWA | CRCNV | Pumping Plant 1A, 1B   | 69    | 4.16 | 3 | 3 |
| SNWA | CRCNV | Pumping Plant 1C       | 69    | 4.16 | 2 | 2 |
| SNWA | CRCNV | Pumping Plant 2A, 2B   | 69    | 4.16 | 3 | 3 |
| SNWA | CRCNV | Pumping Plant 2C       | 69    | 4.16 | 2 | 2 |
| SNWA | CRCNV | RMPS-A                 | 69    | 4.16 | 2 | 2 |
| SNWA | CRCNV | RMPS-B                 | 69    | 4.16 | 2 | 2 |
| SNWA | CRCNV | RMWTF                  | 69    | 13.8 | 2 | 2 |
| SNWA | CRCNV | RMWTF Solar Switchgear | 13.8  | 13.8 | 1 | 0 |
| SNWA | CRCNV | Boulder Flats          | 230   | 230  | 4 | 0 |
| SNWA | NVE   | Decatur                | 12.47 | 4.16 | 0 | 2 |
| SNWA | CRCNV | Hacienda               | 69    | 4.16 | 2 | 2 |
| SNWA | NVE   | Lamb                   | 138   | 4.16 | 0 | 2 |
| SNWA | CRCNV | L3PS                   | 69    | 13.8 | 6 | 2 |
| SNWA | CRCNV | Pumping Plant 3        | 69    | 4.16 | 1 | 1 |
| SNWA | CRCNV | Pumping Plant 4        | 69    | 4.16 | 1 | 1 |
| SNWA | CRCNV | Pumping Plant 5        | 69    | 4.16 | 1 | 1 |
| SNWA | CRCNV | Pumping Plant 6        | 69    | 4.16 | 1 | 1 |
| SNWA | NVE   | Sloan                  | 69    | 4.16 | 0 | 2 |
| SNWA | NVE   | Gowan                  | 12.47 | 4.16 | 0 | 2 |

# Attachment BB

## Insurance Schedule

**INSURANCE REQUIREMENTS:**

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

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

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

**1. 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 - can be waived if contract does not involves use of motor vehicle.**

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. Technology E&O/Professional 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.

#### 5. Network Security (Cyber) and Privacy Liability:

##### For Contracts under \$5 Million

|                  |             |
|------------------|-------------|
| Per Occurrence   | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

##### For Contracts greater than \$5 Million

Contact Risk Management Division

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

#### 6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit (contact Risk Management) \_\_\_\_\_

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** 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 Department 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- 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 CC  
Solicitation No.69CRC-S3481

# Attachment A

## Scope of Work

**COLORADO RIVER COMMISSION OF NEVADA**

# High Voltage System Digital Substation Inspection Platform

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*SCOPE OF WORK*

September 2025

*REVISION 0*



# Revisions

| <u>REVISION</u> | <u>DESCRIPTION</u> | <u>DATE</u> |
|-----------------|--------------------|-------------|
| 0               | INITIAL ISSUE      | 9/16/2025   |
|                 |                    |             |
|                 |                    |             |
|                 |                    |             |
|                 |                    |             |

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01 11 00 - SUMMARY OF WORK..... 4

# 01 00 00 – GENERAL REQUIREMENTS

## 01 11 00 - SUMMARY OF WORK

### 1. Objective

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| SNWA | CRCNV | RMWTF Solar Switchgear | 13.8  | 13.8 | 1 | 0 |
| SNWA | CRCNV | Boulder Flats          | 230   | 230  | 4 | 0 |
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| SNWA | CRCNV | Hacienda               | 69    | 4.16 | 2 | 2 |
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| SNWA | CRCNV | L3PS                   | 69    | 13.8 | 6 | 2 |
| SNWA | CRCNV | Pumping Plant 3        | 69    | 4.16 | 1 | 1 |
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| SNWA | CRCNV | Pumping Plant 5        | 69    | 4.16 | 1 | 1 |
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| SNWA | NVE   | Sloan                  | 69    | 4.16 | 0 | 2 |
| SNWA | NVE   | Gowan                  | 12.47 | 4.16 | 0 | 2 |



# Attachment B

## Terms and Conditions for Services

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

*The information contained in this attachment is part of the solicitation and does not need to be returned with a vendor proposal.*

**1. PROCUREMENT**

**1.1. AUTHORITY**

- 1.1.1. This procurement is conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 1.1.2. Any contract(s) awarded from this solicitation is a “state purchasing contract.”
- 1.1.3. As used herein, “the State” refers to the Executive Department of the State Government of Nevada as the soliciting and awarding entity. Where a solicitation is on behalf of additional users or agencies and/or part of a cooperative solicitation, the term collectively includes those entities as well.

**1.2. SINGLE POINT OF CONTACT**

- 1.2.1. The single point of contact for this solicitation is identified on page 1.
- 1.2.2. Upon issuance of the solicitation, other employees and representatives of the agencies identified in the solicitation shall not answer questions or otherwise discuss the contents of the solicitation and/or attachments with any prospective vendors or their representatives.
- 1.2.3. Vendors and/or their representatives shall only contact the single point of contract regarding this solicitation until after a notice of award (NOA) has been issued.
- 1.2.4. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).
- 1.2.5. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**1.3. WRITTEN QUESTIONS AND ANSWERS**

- 1.3.1. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in <https://NevadaEPro.com> by the deadline listed in the solicitation timeline.
- 1.3.2. If questions and answers require a material change to the solicitation, an amendment will be posted in NevadaEPro, and vendors should receive email notification.
- 1.3.3. To access the Bid Q&A.
  - A. Log into ‘Seller’ account on NevadaEPro.
  - B. Click the ‘Bids’ tab in the header.
  - C. Click ‘View’ under ‘Bid Q&A’ on the appropriate bid in the ‘Open Bids’ section.

**1.4. SOLICITATION**

- 1.4.1. Proposals shall be presented in a format that corresponds to and references sections outlined in a solicitation and shall be presented in the order requested for ease of evaluation.
- 1.4.2. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy requirements of a solicitation.
- 1.4.3. If a vendor changes any material language, proposal may be deemed non-responsive per NRS 333.311.
- 1.4.4. The State reserves the right to reject any or all proposals received prior to contract award.
- 1.4.5. The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 1.4.6. The State reserves the right to alter, amend, or modify any provisions of this solicitation, or to withdraw this solicitation, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 1.4.7. Proposals may be modified or withdrawn prior to opening. Withdrawals received after opening shall not be considered except as authorized by NRS 333.350(3).
- 1.4.8. Submitted proposals become property of the State, selection or rejection does not affect this right.
- 1.4.9. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend complexity and risk of the project, may be rejected.
- 1.4.10. The State is not liable for any costs incurred by vendors prior to entering a formal contract.
- 1.4.11. Costs of developing a proposal or any other such expenses incurred by a vendor in responding to a solicitation, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 1.4.12. Any person who believes a solicitation contains irregularities, a lack of clarity, unnecessarily restrictive specifications, or unnecessary limits to competition shall notify the single point of contact, in writing, as soon as possible, so that corrective addenda may be furnished in a timely manner to all vendors if appropriate.

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

- 1.4.13. The State reserves the right to waive informalities and minor irregularities in proposals received.
- 1.4.14. The State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State after all factors have been evaluated.
- 1.4.15. The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 1.4.16. The State reserves the right to reject any proposal based upon vendor prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 1.4.17. Clarification discussions may, at State sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive.
- 1.4.18. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals.
- 1.4.19. Revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- 1.4.20. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 1.4.21. Any modifications made to a proposal during negotiations shall be included as part of the contract.
- 1.4.22. Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281, and NRS Chapter 284.
- 1.4.23. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
  - A. NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates.
  - B. NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates.
  - C. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation.
- 1.4.24. Prices offered by a vendor in a proposal are an irrevocable offer for the term of the contract and any contract extensions.
- 1.4.25. Vendor agrees to provide purchased services at costs, rates and fees as set forth in a proposal submitted in response to a solicitation. No other costs, rates or fees shall be payable to awarded vendor for implementation of proposal.
- 1.4.26. Vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes to function properly on vendor system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show proposed alternative. An acceptable alternative is one the State considers satisfactory in meeting requirements of a solicitation. The State, at its sole discretion, shall determine if a proposed alternative meets the intent of an original solicitation requirement.
- 1.5. MATERIAL MISREPRESENTATION. Vendor understands and acknowledges that representations made in its proposal are material and important and shall be relied on by the State in evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- 1.6. PROPRIETARY INFORMATION/TRADE SECRETS
  - 1.6.1. As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
  - 1.6.2. If complete responses cannot be provided without referencing proprietary information, such information shall be provided in a separate attachment, cross-referenced to public attachments. Only proprietary information as defined in NRS 333.020(5) can be confidential.
  - 1.6.3. Specific references made to a section, page, and paragraph where proprietary information can be located shall be identified on *Confidentiality and Certification of Indemnification*.
  - 1.6.4. Vendors are required to submit written documentation in accordance with *Confidentiality and Certification of Indemnification* justifying confidential status.
  - 1.6.5. Not conforming to these requirements makes a proposal non-compliant and it may be rejected by the State.
- 1.7. ONLINE BIDDING
  - 1.7.1. Pursuant to NRS 333.313, NevadaEPro, located at <https://NevadaEPro.com>, is the State online bidding system.
  - 1.7.2. All official communication will be through NevadaEPro.
  - 1.7.3. Vendors should check NevadaEPro frequently for matters affecting a solicitation prior to submitting a quote or proposal.

STATE OF NEVADA  
TERMS AND CONDITIONS FOR SERVICES

- 1.7.4. Failure to periodically check for updates does not release a vendor from requirements or information posted.
- 1.7.5. Failure to flag quote attachments as confidential in NevadaEPro that contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

1.8. ELECTRONIC QUOTE

- 1.8.1. Vendors shall submit quotes or proposals by using 'Create Quote' via NevadaEPro, the State electronic procurement website, located at <https://NevadaEPro.com>.
- 1.8.2. Refer to *Quote Instructions* attachment in NevadaEPro for instructions on how to submit a Quote.
- 1.8.3. Vendors shall provide pricing directly in NevadaEPro, or select 'See Quote Attachments' as appropriate.
- 1.8.4. Quotes or proposals shall be submitted before the date and time specified on bid in NevadaEPro.
- 1.8.5. Vendors may submit their quote or proposal any time prior to the deadline stated in NevadaEPro.
- 1.8.6. If dates/times specified in a document and dates/times specified in NevadaEPro conflict, dates/times in NevadaEPro shall prevail.
- 1.8.7. Quotes or proposals submitted as physical copies, email, or any submission method except NevadaEPro shall not be considered.
- 1.8.8. Vendor quote or proposal documents shall be uploaded as attachments to NevadaEPro quote.
- 1.8.9. Only quotes or proposals submitted through NevadaEPro will be considered for award.
- 1.8.10. Quotes improperly submitted as 'No Bid' in NevadaEPro may not be received by the State or considered for award.
- 1.8.11. Quotes or proposals that are not submitted by the opening date and time shall not be accepted.

**2. AWARD**

2.1. NOTICE OF INTENT TO AWARD

- 2.1.1. A letter of intent (LOI) shall be issued in accordance with NAC 333.170 notifying proposing vendors of the intent to award a contract to an identified vendor, pending successful negotiations.
- 2.1.2. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached.
- 2.1.3. All information remains confidential until the issuance of the formal notice of award (NOA).
- 2.1.4. If contract negotiations cannot be concluded successfully, the State upon written notice to all proposing vendors may negotiate a contract with the next highest scoring vendor or withdraw the solicitation.

2.2. NOTICE OF AWARD

- 2.2.1. A notice of award (NOA) shall be issued in accordance with NAC 333.170.
- 2.2.2. Proposing vendors shall be notified via NevadaEPro a contract has been successfully negotiated.
- 2.2.3. Award is contingent upon the successful negotiation of final contract terms.
- 2.2.4. Any non-confidential information becomes available upon written request, and most is available in NevadaEPro.
- 2.2.5. Pursuant to NRS 333.370, the period in which a person who made an unsuccessful proposal may file a notice of appeal commences.
- 2.2.6. Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

2.3. CONTRACT EXECUTION

- 2.3.1. If required pursuant to NRS 333.700, contracts shall not be effective unless and until approved by the Nevada State Board of Examiners (BOE).
- 2.3.2. The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170.
- 2.3.3. The contract between the parties shall consist of the solicitation together with any modifications thereto, and the awarded vendor proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence.

- A. Final executed contract
- B. Modifications and clarifications
- C. Solicitation and amendments
- D. Awarded vendor proposal

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2.3.4. Specific exceptions to this general rule may be noted in a solicitation or final executed contract.

### **3. CONTRACT**

#### **3.1. THIRD PARTY BENEFICIARIES**

- 3.1.1. Using agencies as defined in NRS 333.020(10) and other public entities as defined in NRS 333.469 and 333.470 are intended third party beneficiaries of any contract resulting from this solicitation and may join or use any contract resulting from this solicitation subject to Nevada law.
- 3.1.2. Public entities in other states or jurisdictions may join or use any resulting contract from this solicitation subject to cooperative contracting laws in their respective state or jurisdiction.
- 3.1.3. The State is not liable for obligations of any other entity which joins or uses any contract resulting from this solicitation.

#### **3.2. ADMINISTRATIVE FEE**

- 3.2.1. The State may implement an administrative fee of not more than 1% on contracts procured or negotiated by the State Purchasing Division pursuant to NRS 333.450.
- 3.2.2. This fee may be assessed over the time of the contract period.
- 3.2.3. Vendors will be provided 30 days written notice before fees are assessed.
- 3.2.4. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

#### **3.3. AWARD OF RELATED CONTRACTS**

- 3.3.1. The State may undertake or award supplemental contracts for work related to a project or any portion thereof.
- 3.3.2. Contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 3.3.3. All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

#### **3.4. DISCRIMINATION**

- 3.4.1. The State, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and federal Regulations, hereby notifies all bidders it will affirmatively ensure that for any contract entered into pursuant to this solicitation, all contractors will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for award.
- 3.4.2. Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.
- 3.4.3. The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

#### **3.5. PROTECTION OF SENSITIVE INFORMATION**

- 3.5.1. Confidential personal data shall be encrypted.
- 3.5.2. Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).
- 3.5.3. Sensitive data shall be encrypted in all newly developed applications.

3.6. **STATE OWNED PROPERTY.** Contractor shall be responsible for proper custody and care of any State-owned property furnished by the State for use in connection with performance of a contract and shall reimburse the State for any loss or damage.

#### **3.7. INSPECTION/ACCEPTANCE/COMPLETION OF WORK**

- 3.7.1. It is expressly understood and agreed all work done by Contractor shall be subject to inspection and acceptance by the State.

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- 3.7.2. Progress inspections and approval by the State shall not forfeit the right to require correction of faulty workmanship or material at any time during work and warranty periods.
- 3.7.3. Nothing contained herein shall relieve Contractor of responsibility for proper installation and maintenance of work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 3.7.4. Prior to completion of all work, Contractor shall remove from premises all equipment and materials belonging to Contractor.
- 3.7.5. Upon completion of the work, Contractor shall leave site in a clean and neat condition satisfactory to the State.

3.8. **RIGHT TO PUBLISH**

- 3.8.1. All requests for publication or release of any information pertaining to a solicitation and any subsequent contract shall be in writing and sent to the head of the using agency or designee.
- 3.8.2. No announcement concerning award of a contract due to a solicitation can be made without prior written approval of the head of the using agency or designee.
- 3.8.3. As a result of selection of a vendor to supply requested services, the State is neither endorsing nor suggesting the vendor is the best or only solution.
- 3.8.4. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with specific advance written authorization of the head of the using agency or designee.
- 3.8.5. Throughout the term of the contract, Contractor shall secure the written approval prior to the release of any information pertaining to work or activities covered by the contract.

3.9. **TRAVEL**

- 3.9.1. If part of the contract, will follow processes below.
- 3.9.2. All travel shall be approved in writing in advance by the State.
- 3.9.3. Requests for reimbursement of travel expenses shall be submitted on the State claim for travel expense form with original receipts for all expenses.
- 3.9.4. Travel expense form, with original signatures, shall be submitted with Contractor invoice.
- 3.9.5. Contractor shall be reimbursed travel expenses and per diem at rates allowed for State employees at time travel occurs.
- 3.9.6. State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by Contractor for a rental vehicle.

**4. FEDERAL LAWS AND AUTHORITIES**

- 4.1. **CERTIFICATION.** Any person who requests or receives a Federal contract, grant, loan, or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

4.2. **COMPLIANCE**

- 4.2.1. Federal laws and authorities with which the awarded vendor shall be required to comply, as applicable, are listed here but are not meant to be exhaustive. Awarded vendors are responsible for an awareness of, and compliance with, State and federal laws and regulations.
- 4.2.2. Archeological and Historic Preservation Act of 1974, PL 93-291
- 4.2.3. Clean Air Act, 42 U.S.C. 7506(c)
- 4.2.4. Endangered Species Act 16 U.S.C. 1531, ET seq.
- 4.2.5. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 4.2.6. Executive Order 11988, Floodplain Management
- 4.2.7. Executive Order 11990, Protection of Wetlands
- 4.2.8. Farmland Protection Policy Act, 7 U.S.C. 4201 ET seq.
- 4.2.9. Fish and Wildlife Coordination Act, PL 85-624, as amended.
- 4.2.10. National Historic Preservation Act of 1966, PL 89-665, as amended.
- 4.2.11. Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
- 4.2.12. Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
- 4.2.13. Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts,

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- 4.2.14. Age Discrimination Act, PL 94-135
- 4.2.15. Civil Rights Act of 1964, PL 88-352
- 4.2.16. Section 13 of PL 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- 4.2.17. Executive Order 11246, Equal Employment Opportunity
- 4.2.18. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise
- 4.2.19. Rehabilitation Act of 1973, PL 93, 112
- 4.2.20. Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646
- 4.2.21. Executive Order 12549 – Debarment and Suspension
- 4.2.22. Davis-Bacon Act 40 U.S.C. 3141-3148
- 4.2.23. Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708
- 4.2.24. Rights to Inventions Made Under a Contract or Agreement 37 CFR §401.2(a)
- 4.2.25. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- 4.2.26. Americans With Disabilities Act of 1990, PL 101-336
- 4.2.27. Health Insurance Portability and Accountability Act of 1996, PL 104-191
- 4.2.28. Equal Pay Act of 1963, PL 88-38
- 4.2.29. Genetic Information Nondiscrimination Act, PL 110-233

**5. FINANCIAL**

- 5.1. TAX EXEMPT. The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

**5.2. BILLING**

- 5.2.1. The State does not issue payment prior to receipt of goods or services.
- 5.2.2. Contractor shall bill the State as outlined in the approved contract and/or payment schedule.
- 5.2.3. Timeliness of Billing. The State is on a fiscal year calendar, running July 1 through June 30. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August and processed as a stale claim pursuant to NRS 353.097, shall subject Contractor to an administrative fee not to exceed \$100.00. This is the estimate of additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claim payment due Contractor.

**5.3. PAYMENT**

- 5.3.1. Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 5.3.2. Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment, and services electronically, unless determined by the State Controller that electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.
- 5.3.3. Procurement Card Program. Program is issued through a major financial institution and treated like any other major credit card. Using agencies may desire to use card as a method of payment. No additional charges or fees shall be imposed for using card. Please indicate in *Vendor Information Response* if willing to accept this method of payment.

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

|                        |  |
|------------------------|--|
| Agency Name:           |  |
| Address:               |  |
| City, State, Zip Code: |  |
| Contact:               |  |
| Phone:                 |  |
| Email:                 |  |

|                        |  |
|------------------------|--|
| Contractor Name:       |  |
| Address:               |  |
| City, State, Zip Code: |  |
| Contact:               |  |
| Phone:                 |  |
| Email:                 |  |

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.



# Attachment C

## Standard Form Contract

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: | Date | To: | Date |
|-----------------|------|-----|------|

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 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 5, Incorporated Documents* at a cost as noted below:

|    |     |  |
|----|-----|--|
| \$ | per |  |
|----|-----|--|

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

|                               |    |
|-------------------------------|----|
| Total Contract Not to Exceed: | \$ |
|-------------------------------|----|

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 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 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. 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 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 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.
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.

///  
///  
///



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

Approved as to form by:

On:

\_\_\_\_\_  
Deputy Attorney General for Attorney General

\_\_\_\_\_  
Date

# Attachment D

## Insurance Schedule

**INSURANCE REQUIREMENTS:**

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

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

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

**1. 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 - can be waived if contract does not involves use of motor vehicle.**

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. Technology E&O/Professional 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.

#### 5. Network Security (Cyber) and Privacy Liability:

##### For Contracts under \$5 Million

|                  |             |
|------------------|-------------|
| Per Occurrence   | \$1,000,000 |
| Annual Aggregate | \$2,000,000 |

##### For Contracts greater than \$5 Million

Contact Risk Management Division

This errors and omissions insurance shall include coverage for third party claims and losses including with respect to network risks (such as data breaches, transmission of virus/malicious code; unauthorized access or criminal use of third party, ID/data theft) and invasion of privacy regardless of the type of media involved in the loss of private information (such as computers, paper files and records, or voice recorded tapes), covering collection, use, access, etc. of personally identifiable information., direct liability, as well as contractual liability for violation of privacy policy, civil suits and sublimit for regulatory defense/indemnity for payment of fines and penalties.

- a. The retroactive coverage date shall be no later than the effective date of this contract.
- b. Contractor shall maintain an extended reporting period for not less than two (2) years after termination of this contract.

#### 6. Fidelity Bond or Crime Insurance (contracts involving financial accounts or data)

Bond or Policy Limit (contact Risk Management) \_\_\_\_\_

- a. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- b. The bond or policy shall include coverage for third party fidelity and name the State of Nevada as loss payee.
- c. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- d. The bond or policy shall not contain a condition requiring an arrest and conviction.
- e. Policies shall be endorsed to provide coverage for computer crime/fraud.

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

1. On insurance policies where the State of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** 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 Department 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. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATES RISK MANAGEMENT DIVISION.**
- 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 E

## Cost Schedule

**COST SCHEDULE**  
**High Voltage System Digital Substation Inspection Platform**

Vendor Name \_\_\_\_\_

| Direct Labor – Job Titles | Hourly Rate |
|---------------------------|-------------|
| A.                        | \$          |
| B.                        | \$          |
| C.                        | \$          |
| D.                        | \$          |
| E.                        | \$          |
| F.                        | \$          |
| G.                        | \$          |
| H.                        | \$          |
| I.                        | \$          |
| J.                        | \$          |
|                           |             |

# Attachment F

## Proposed Staff Resume



## PROPOSED STAFF RESUME

*A resume must be completed for all key proposed prime contractor staff and proposed subcontractor staff.*

|   |  |                               |  |
|---|--|-------------------------------|--|
| Name of Company Submitting Proposal:  |  |                               |  |
| <i>Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff</i>  |  |                               |  |
| Contractor Staff:   |  | Subcontractor Staff:          |  |
| <i>The following information requested pertains to the individual being proposes for this project.</i>  |  |                               |  |
| Name:   |  | Key Personnel:<br>(Yes or No) |  |
| Individual's Title:   |  |                               |  |
| Years in Classification:  |  | Years with Firm:              |  |
| <b>BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE</b><br><i>Information shall include a summary of the proposed individual's professional experience.</i>   |  |                               |  |
|   |  |                               |  |
| <b>RELEVANT EXPERIENCE</b><br><i>Information required shall include timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i> |  |                               |  |
|   |  |                               |  |
| <b>EDUCATION</b><br><i>Information required shall include institution name, city, state, degree and/or achievement and date completed/received.</i>   |  |                               |  |
|   |  |                               |  |
| <b>CERTIFICATIONS</b><br><i>Information required shall include type of certification and date completed/received.</i>   |  |                               |  |
|   |  |                               |  |

PROPOSED STAFF RESUME

| REFERENCES                                      |  |
|---|--|
| A minimum of three (3) references are required. |  |
| Reference #1:                                   |  |
| Name:   |  |
| Title:  |  |
| Phone Number:                                   |  |
| Email Address:                                  |  |
| Reference #2:                                   |  |
| Name:   |  |
| Title:  |  |
| Phone Number:                                   |  |
| Email Address:                                  |  |
| Reference #3:                                   |  |
| Name:   |  |
| Title:  |  |
| Phone Number:                                   |  |
| Email Address:                                  |  |

# Attachment G

## Reference Questionnaire



Colorado River Commission of Nevada  
100 N. City Parkway, Suite 1100  
Las Vegas, NV 89106 Phone:  
725-246-0436  
Fax: 725-204-7923

---

Reference questionnaire

Due Date \_\_\_\_\_

Solicitation number \_\_\_\_\_

Single point of contact name \_\_\_\_\_

Single point of contact email \_\_\_\_\_

Proposing vendor or subcontractor \_\_\_\_\_

Client providing the reference \_\_\_\_\_

Client contact name and title \_\_\_\_\_

Client telephone and email \_\_\_\_\_

Period of performance \_\_\_\_\_

**1. CLIENT REFERENCE INSTRUCTIONS**

- 1.1. As part of a formal solicitation the State of Nevada has requested vendors provide references from current and/or former clients for projects of similar size and scope. This *reference questionnaire* is to provide a client reference for the proposing vendor or subcontractor above. Once you have completed the *reference questionnaire*, please submit to the single point of contact via email, with the solicitation number in the subject line, no later than the due date above.
- 1.2. The State requests all questions be answered. If an answer is not known, please answer as 'U/K'. If the question is not applicable, please answer as 'N/A'. If additional space is needed to answer a question or provide a comment, please attach additional pages. If attaching additional pages, please place your company/organization name on each page and reference the appropriate RFP number.
- 1.3. Do not return the completed *reference questionnaire* to the proposing vendor. To allow for candid responses, completed *reference questionnaires* are designated as confidential business information by the Administrator pursuant to [NRS 333.020\(5\(b\)\)](#) and not public information pursuant to [NRS 333.333](#). In addition to the *reference questionnaire*, the State may contact references for further clarification.
- 1.1. Where a rating is requested, please provide a rating between 1-10. For all items, please provide any comments you feel would be helpful to the State in evaluation below each item. Poor or inadequate performance: 0; Below average performance: 1-3; Average performance: 4-6; Above average performance: 7-9; Exceptional performance: 10.

**2. EVALUATION ITEMS**

- 2.1. In what capacity have you worked with this vendor in the past? (no rating)

# Attachment H

## Vendor Information Response

## 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:                          |          |
| Company Street Address:                |          |
| City, State, Zip Code:                 |          |
| Telephone Number, including area code: |          |
| Toll Free Number, including area code: |          |
| Email Address:                         |          |

#### 1.2 CONTACT PERSON FOR QUESTIONS/CONTRACT NEGOTIATIONS

| Requested Information                  | Response |
|--|----------|
| Name:                                  |          |
| Title:                                 |          |
| Address:                               |          |
| City, State, Zip Code:                 |          |
| Email Address:                         |          |
| Telephone Number, including area code: |          |
| Toll Free Number, including area code: |          |

## VENDOR INFORMATION RESPONSE

### 2. VENDOR INFORMATION

#### 2.1 Vendors shall provide an overall company profile in the following table:

| Question   | Response |
|--|----------|
| Company Name:  |          |
| Ownership (sole proprietor, partnership, etc.):  |          |
| State of Incorporation:  |          |
| Date of Incorporation:   |          |
| # of years in business:  |          |
| List of top officers:  |          |
| Location of company headquarters, to include City and State:                                       |          |
| Location(s) of the office that shall provide the services described in this RFP:                   |          |
| Number of employees locally with the expertise to support the requirements identified in this RFP: |          |
| Number of employees nationally with the expertise to support the requirements in this RFP:         |          |
| Location(s) from which employees shall be assigned for this project:                               |          |

#### 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      |  | No |  |
| If the answer is 'No', provide explanation below:                            |          |  |    |  |
|  |          |  |    |  |

## 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      |  | No |  |

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      |  | No |  |
| 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      |  | No |  |

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.



## 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:   | <b>Court</b> | <b>Case Number</b> |
|   |              |                    |
| 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      |  | No |  |

### 4. NAME OF INDIVIDUAL AUTHORIZED TO BIND THE ORGANIZATION

| Requested Information | Response |
|-----------------------|----------|
| Name:                 |          |
| Title:                |          |

#### 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:   |  |

## 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: |  |
| Print Name:   |  |
| Signature:    |  |
| Date:         |  |

## 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 |  | No |  |
|--|--|-----|--|----|--|
| Justification for Confidential Status: |  |     |  |    |  |
| Company Name:                          |  |     |  |    |  |
| Signature:                             |  |     |  |    |  |
| Print Name:                            |  |     |  |    |  |
| Date:                                  |  |     |  |    |  |

## 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:   |  |
| Project Title:   |  |
| Print Name of Official Authorized to Sign Application: |  |
| Signature of Official Authorized to Sign Application:  |  |
| Date:  |  |

- 2.2. Vendor's knowledge and expertise, rating: \_\_\_\_\_
- 2.3. Vendor's flexibility relative to changes in scope and timelines, rating: \_\_\_\_\_
- 2.4. Your satisfaction with delivered materials, rating: \_\_\_\_\_
- 2.5. Dynamics and interaction between the vendor and your staff, rating: \_\_\_\_\_
- 2.6. Your satisfaction with products developed by the vendor, rating: \_\_\_\_\_
- 2.7. Was the schedule met and deliverables timely? Rating: \_\_\_\_\_
- 2.8. Overall customer service and timeliness in response and issue resolution, rating: \_\_\_\_\_
- 2.9. Accuracy and timeliness of billing, rating: \_\_\_\_\_
- 2.10. Vendor's ability to quickly and thoroughly resolve a service-related problem, rating: \_\_\_\_\_
- 2.11. Vendor's flexibility in meeting business requirements, rating: \_\_\_\_\_
- 2.12. Response time and customer service of local office, if applicable, rating: \_\_\_\_\_
- 2.13. Likelihood of recommending this vendor to others in the future, rating: \_\_\_\_\_
- 2.14. Which aspects of this vendor's services are you most satisfied with? (no rating)
- 2.15. Would you recommend this vendor to your organization again? (no rating)

# Attachment DD

## Contractor Proposal

**COST SCHEDULE**  
**High Voltage System Digital Substation Inspection Platform**

Vendor Name High Energy Engineering

| <b>Direct Labor – Job Titles</b> | <b>Hourly Rate</b> |
|----------------------------------|--------------------|
| A. Senior Electrical Engineer    | \$ 225             |
| B. Staff Electrical Engineer     | \$ 185             |
| C.                               | \$                 |
| D.                               | \$                 |
| E.                               | \$                 |
| F.                               | \$                 |
| G.                               | \$                 |
| H.                               | \$                 |
| I.                               | \$                 |
| J.                               | \$                 |
|                                  |                    |

Annual Software Fee: \$28,600  
One-Time Implementation Fee: \$14,300  
See attached.



High Energy Engineering  
3108 Midland Drive  
Elko, NV 89801  
775-777-4233

Colorado River Commission of Nevada  
1299 Burkholder Blvd.  
Henderson, NV 89015

## Substation Inspection and Maintenance Program Services

### 1. Services Provided

High Energy Engineering agrees to provide the Colorado River Commission of Nevada with implementation of a complete substation inspection and maintenance program with access to PZM Hosted Software Application and Mobile Application. The service will include scheduling inspections and maintenance, deficiency prioritization, analysis of data, e-mail alerts, and full reporting.

### 2. Term

This Agreement will commence 30 days following implementation and continue on a two-year basis unless terminated by either party. Either party may terminate this Agreement with 30 days' written notice.

### 3. Fees and Payment

- a. Colorado River Commission of Nevada agrees to pay **\$28,600** annually for access to the Services, invoiced annually.
- b. Colorado River Commission of Nevada agrees to pay a one-time fee of **\$14,300** for implementation of the system. See implementation deliverables in Addendum A.

### 4. Provider Responsibilities

- a. High Energy will provide on-site and off-site implementation as required for a complete program.
- b. High Energy will provide support via email or phone during Colorado River Commission of Nevada's business hours.

**Respectfully Submitted,**

By: 

Date: 08/09/25

Jay M. Elquist, PE

President, High Energy Engineering



## Addendum A - **Deliverables**

### **1. Company information**

High Energy will work with our client to gather and enter the following company information:

- Responsibility Centers
- Substations
- Qualified Users
- Prioritization and Load at Risk

### **2. Substation Equipment Information**

High Energy will work with our client to gather and enter the following substation equipment required to implement the PZM Software program:

- Protection Devices
- Substation Transformers
- DC Control Systems
- Relays & Meters
- Switchgear
- High Voltage Switches
- Capacitors and Reactors

### **3. Substation Inspection and Maintenance Implementation**

- a. High Energy will work with our client to establish and enter inspection and maintenance cycles required to meet company requirements.
- b. High Energy will provide NETA maintenance testing bid documents for all major equipment.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For Possible Action:* By the Colorado River Commission of Nevada (Commission) to adjust the amount of collateral posted by the Commission's retail industrial contractors for Calendar Year 2026 per NAC 538.744.

**RELATED TO AGENDA ITEM:**  
None.

**RECOMMENDATION OR RECOMMENDED MOTION:**  
Staff recommends the Commission approve the proposed collateral amounts outlined in Staff's recommendation.

**FISCAL IMPACT:**  
None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Commission Authority:**

The Commission has statutory authority to require power contractors to provide collateral "in such sum and in such manner as the Commission may require, conditioned on the full and faithful performance" of their power contracts. NRS 538.181(2).

Additionally, under the Commission's regulations, the Commission is to conduct a yearly review to determine the creditworthiness of each of its contractors covered by NAC 538.744. Based on that review, the Commission establishes the amount of collateral and prescribes the way the contractor is required to furnish the collateral pursuant to its contracts with the Commission.

The Commission has latitude on setting the level of collateral, but under NAC 538.744, the collateral cannot be less than 25 percent of a contractor's Gross Annual Purchases<sup>1</sup> during the test period of October 1, 2024, through September 30, 2025.

**B. Analysis of Collateral Requirement:**

Staff reviewed the payment history and activity of the industrial contractors during the test period to make recommendations to the Commission for the collateral level to be set for each contractor for calendar year 2026.

For EMD d/b/a Borman Specialty Materials (Borman) and Olin Chlor Alkali (Olin), Staff recommends the collateral requirement be set at the minimum collateral requirement of twenty-five percent of the contractor's Gross Annual Purchases pursuant to NAC 538.744 (3). This results in a decrease in the collateral requirement for Borman and a small increase for Olin, both of which are primarily driven by changes in the electrical load of the contractors.

---

<sup>1</sup> The Contractor's "Gross Annual Purchases" reflects the Contractor's power and related expenses during the test period of Oct. 2024 through Sept. 2025 and does not include revenues that might become available to the contractor to offset those expenses.

**COLORADO RIVER COMMISSION OF NEVADA**  
**AGENDA ITEM G**  
**FOR MEETING OF DECEMBER 9, 2025**

For Lhoist North America of Arizona, Timet, and Henderson WC, LLC, Staff recommends no adjustment to their current level of collateral because of late payment history. This results in their collateral level being set 2-5% higher than the minimum amount, depending on the contractor.

All the Commission's retail contractors have posted cash collateral except for Titanium Metals Corporation and Henderson WC, LLC., which have posted letters of credit.

**C. Staff's Collateral Recommendation:**

| Contractor            | Form of Collateral | Present Collateral | Recommended Collateral Requirement | Collateral Adjustment |
|-----------------------|--------------------|--------------------|------------------------------------|-----------------------|
| Henderson WC, LLC     | Letter of Credit   | \$ 3,563.79        | \$ 3,563.79                        | \$ 0.00               |
| Lhoist North America  | Cash               | \$ 23,568.23       | \$ 23,568.23                       | \$ 0.00               |
| EMD d/b/a Borman      | Cash               | \$ 610,574.69      | \$ 497,286.92                      | \$ (113,287.77)       |
| Olin Chlor Alkali     | Cash               | \$ 36,423.10       | \$ 37,294.44                       | \$ 871.34             |
| Titanium Metals Corp. | Letter of Credit   | \$ 596,523.63      | \$ 596,523.63                      | \$ 0.00               |
|                       |                    | \$ 1,270,653.44    | \$ 1,158,237.01                    | \$ (112,416.43)       |

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For Possible Action:* Consideration and possible action to approve an increase in the Commission's hydropower administrative charge and allow for a fixed budget allocation method as provided for in NAC 538.610 (3) or provide an increase in the per kilowatt-hour rate from \$0.00122 to \$0.00215.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve the increase in the Commission's hydropower administrative charge and allow for a fixed budget allocation method.

**FISCAL IMPACT:**

**STAFF COMMENTS AND BACKGROUND:**

**A. Background:**

The Commission has not increased its hydropower administrative charge since 2019. The Commission assesses its hydropower contractors with a volumetric hydropower administrative charge to recover the Commission's administrative costs that are attributable to the hydropower function. The Commission's administrative expenses have increased due to many factors including salary increases authorized by the Governor and Legislature effective July 1, 2023 and 2024.

The hydropower reserves have begun to drop to levels that are no longer sustainable. Consequently, the Commission will need to increase the hydropower administrative charge, effective July 1, 2026.

**B. The Proposal – Budget Based Method:**

In 2022, the Commission modified its regulation NAC 538.610 (3) to provide for a different approach to charging for administrative costs. The modified regulation permits the Commission to establish a fixed annual administrative charge based on a budgeted amount, as opposed to charging a volumetric (per-kWh) rate dependent upon hydropower and non-hydropower energy deliveries. The Commission's other budgets—for water and the Power Delivery Group—utilize a similar budget allocation process. Staff are proposing that, for the hydropower program, the Commission use a similar budget method and make the new method effective July 1, 2026.

**C. Alternatively – Increase the per Kilowatt charge**

If the Commission chooses not to authorize a budget allocation method allowed for under NAC 538.610 (3), Staff recommends the Commission increase the per kilowatt from \$0.00122 to \$0.00215, effective July 1, 2026.

**D. Benefits of the Budget Allocation Method**

There are several benefits to this method, including:

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF DECEMBER 9, 2025**

- The budget allocation method provides for a smaller initial increase and requires a lower reserve balance, since the method tracks and recovers the Commission's actual costs.
- In contrast, the per kilowatt-hour charge requires a significantly higher initial increase because it must be set high enough to collect adequate revenue over a five-year period and maintain sufficient reserves to cover fluctuations in hydrology and generation, which have become more common.
- Because the Commission's administrative costs are largely fixed, a budget-based method will allow the Commission to recover its administrative costs regardless of energy delivery volumes, which are primarily dependent on hydrology.
- A budget-based method will allow the Commission to set its administrative charges in a manner that more closely tracks its true costs, thereby avoiding steep rate increases every few years when reserves begin to decline.

**E. Biannual Review of Budget will Continue**

Staff will continue to provide the hydropower contractors with the opportunity to review the Commission's administrative budget and provide comments to Staff and the Commission every other year as part of the budget preparation of the legislative budget process.

**F. Recommendation:**

Staff recommend the Commission approve the budget-based method for recovery of costs associated with the Commission's hydropower operations.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For Possible Action:* Consideration and possible action regarding a Staff update on the Parker-Davis Project (P-DP) hydropower allocation process for allocations of hydropower and related contracts to be effective October 1, 2028.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**I. Background**

**1. Parker-Davis Contracts Expire September 30, 2028**

The Commission's contracts with Western Area Power Administration (WAPA) for hydropower generation from the Parker-Davis Project (P-DP) will expire on September 30, 2028. Staff anticipates the Commission will enter a new contract with WAPA for a 20-year term commencing October 1, 2028. As part of this effort, Staff initiated the power marketing process as approved by the Commission at the August 2025 meeting. The Commission has received 14 applications in response to the notice to apply issued in August with a due date of September 18, 2025.

**2. Preliminary Observations and Recommendations**

The amount of Parker-Davis resource requested by the Applicants far exceeds the amount of the resource available for allocation. Staff offers the following preliminary recommendations for the Commission's information based on evaluating each applicant's demonstrated need and the allocation criteria approved by the Commission, including:

- a. Promote the widespread beneficial use of the resource**
- b. Support the continued economic health and viability of the Applicant**
- c. Promote utility rate stability for public entities**
- d. Promote diversification of the Applicant's energy portfolio**

In reviewing the 14 applications received, Staff examined the historical load and resource data provided by the applicants to determine past historical use of the Parker-Davis resource.

**3. Review of Applications and Preliminary Recommendations**

**a. Black Mountain Industrial (BMI) Contractors**

The Black Mountain Industrial (BMI) Contractors have been associated with the Commission as customers for decades, with the origins of the relationship dating back to the post War World II era.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF DECEMBER 9, 2025**

Further, Staff is cognizant of the industry's reliance on hydropower to produce the materials they manufacture and, to a degree, meet the requirements of the Commission's criteria for continued economic health and viability. However, over the last three years, the industrial contractors have not utilized their full allocations. Further analysis indicates changes in operations, at least for Timet, that occurred because of COVID-19 pandemic in 2020 have materially impacted its operations and demand for hydropower resources.

For Timet and Borman Specialty Materials, their hydropower allocations have exceeded their historical loads. Consequently, Staff's preliminary review supports a reduction in their allocation.

With respect to Henderson WC, which assumed operations following Basic Water Company's Bankruptcy, the entity has not used any hydropower for pumping since its inception. Given current lower Lake Mead elevations, the likelihood of pumping resuming remains speculative.

Under Staff's preliminary review, the BMI Contractors would receive allocations as shown in the chart below:

| Contractor | Current | Requested | Recommended |
|------------|---------|-----------|-------------|
| Borman     | 29.49%  | 25.00%    | 9.60%       |
| Timet      | 26.56%  | 15.00%    | 5.00%       |
| Lhoist     | 0.51%   | 0.40%     | 0.40%       |
| HWC        | 2.29%   | 5.00%     | 0.00%       |
| BMI Total  | 58.85%  | 45.40%    | 15.00%      |

**b. Southern Nevada Water Authority (SNWA) and member agencies**

SNWA and its member agencies, Las Vegas Valley Water District, City of Henderson, City of Las Vegas, City of North Las Vegas, and Clark County Water Reclamation District utilize the hydropower for water pumping and wastewater treatment. All the organizations submitted applications for a Parker-Davis allocation. Currently, SNWA is the only entity holding a current allocation of Parker Davis. SNWA and its member agencies requested a total of 85.78% of the resource.

SNWA and the member agencies have a need for the resource because their loads exceed the hydropower resources they currently have allocated. Further, they are all public entities, and an allocation can promote widespread beneficial use of the resource to its customers, and all have a need to maintain stable utility rates.

Staff's proposal shifts half of the reduced amount from the BMI Contractors to the SNWA and member agencies. Staff's proposal further recognizes both the demonstrated need and the public benefit, while also ensuring a fair distribution that considers the relative size of the loads and needs of all applicants. Staff's preliminary analysis does not recommend allocating the full amount

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF DECEMBER 9, 2025**

requested but proposes increasing SNWA's allocation and providing allocations to those member agencies that applied.<sup>1</sup> Based on Staff's preliminary review, Staff is proposing SNWA and the member agencies' allocation be as shown below:

| Contractor    | Current | Requested | Recommended |
|---------------|---------|-----------|-------------|
| SNWA          | 17.67%  | 36.00%    | 24.00%      |
| LVVWD         |         | 19.17%    | 5.00%       |
| CCWRD         |         | 16.00%    | 3.00%       |
| COH           |         | 5.08%     | 2.50%       |
| CLV           |         | 5.90%     | 2.50%       |
| CNLV          |         | 3.63%     | 2.50%       |
| SNWA + Member |         |           |             |
| Agency Total  | 17.67%  | 85.78%    | 39.50%      |

**c. Rural Electric Utilities**

Overton Power District No. 5 and Valley Electric Association currently have Parker–Davis allocations. As part of the application process, they were informed that, at minimum, they would retain their existing allocations based on historical usage and their obligations to serve dependent utility customers. Rural electric utilities that do not currently have an allocation but submitted applications include the City of Boulder City and Lincoln Power District No. 1.

The rural electric utilities meet the criteria in the application process, and a grant of an allocation would promote widespread beneficial use of the resource, assist in providing continued economic health and viability for the businesses the utilities serve and provide stability for the consumers the utilities serve.

Staff's proposal shifts half of the reduced amount from the BMI Contractors to the rural electric utilities, increases the allocations of the current contractors and provides an allocation to the City of Boulder City and Lincoln County Power District. Staff's preliminary recommendation for the rural electric utilities is shown below:

| Contractor             | Current | Requested | Recommended |
|------------------------|---------|-----------|-------------|
| VEA                    | 15.19%  | 50.00%    | 20.50%      |
| OPD                    | 8.30%   | 100.00%   | 14.00%      |
| BC                     |         | 12.00%    | 7.00%       |
| LCPD                   |         | 23.00%    | 4.00%       |
| Electric Utility Total | 23.49%  | 185.00%   | 45.50%      |

<sup>1</sup> Staff set the minimum allocation at 2.5% so that each of the applicants receives at Parker-Davis allocation of at least 1 MW.



**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF DECEMBER 9, 2025**

In summary, Staff's preliminary recommendations for each customer are summarized as follows:

| Contractor                    | Current        | Requested      | Recommended    |
|-------------------------------|----------------|----------------|----------------|
| Borman                        | 29.49%         | 25.00%         | 9.60%          |
| Timet                         | 26.56%         | 15.00%         | 5.00%          |
| Lhoist                        | 0.51%          | 0.40%          | 0.40%          |
| HWC                           | 2.29%          | 5.00%          | 0.00%          |
| <b>BMI Total</b>              | <b>58.85%</b>  | <b>45.40%</b>  | <b>15.00%</b>  |
| SNWA                          | 17.67%         | 36.00%         | 24.00%         |
| LVVWD                         |                | 19.17%         | 5.00%          |
| CCWRD                         |                | 16.00%         | 3.00%          |
| COH                           |                | 5.08%          | 2.50%          |
| CLV                           |                | 5.90%          | 2.50%          |
| CNLV                          |                | 3.63%          | 2.50%          |
| <b>SNWA + Member</b>          |                |                |                |
| <b>Agency Total</b>           | <b>17.67%</b>  | <b>85.78%</b>  | <b>39.50%</b>  |
| VEA                           | 15.19%         | 50.00%         | 20.50%         |
| OPD                           | 8.30%          | 100.00%        | 14.00%         |
| BC                            |                | 12.00%         | 7.00%          |
| LCPD                          |                | 23.00%         | 4.00%          |
| <b>Electric Utility Total</b> | <b>23.49%</b>  | <b>185.00%</b> | <b>45.50%</b>  |
| <b>Grand Total</b>            | <b>100.01%</b> | <b>316.18%</b> | <b>100.00%</b> |

#### 4. Next Steps

In early January, pursuant to NAC 538.455, Staff plans to issue a draft order to the Applicants, who will have 20 days to provide written comments to Staff. Following the end of the comment period, Staff will consider the comments received and revise the draft order if necessary. The plan is to present the draft order and final recommendations to the Commission during a public hearing at the February Commission meeting.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For Possible Action:* Consideration of and possible action to appoint Joseph Stubitz as a Board Member from the Colorado River Commission of Nevada to serve on the Silver State Energy Association (SSEA) Board of Directors and approve Mr. Stubitz to serve, if selected by the SSEA board, as its chairman or alternatively appoint another person to fulfill the role.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommends the Commission approve Joseph Stubitz as a Board Member from the Commission to serve on the Silver State Energy Association Board of Directors and to serve as chairman or vice chairman if designated.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

In June of 2007, the Colorado River Commission of Nevada (Commission) authorized the Commission's participation in the Silver State Energy Association (SSEA) and executed the SSEA Cooperative Agreement with the City of Boulder City, Lincoln Power District No. 1, Overton Power District No. 5 and Southern Nevada Water Authority (SNWA).

The members of the SSEA are all public agencies that share a common goal to jointly plan, develop and own and operate power resources to meet their own needs and those of their customers.

Pursuant to Section 8.2 of the Cooperative Agreement, the governing body of each Member shall appoint one Director and one alternate Director to represent it on the SSEA Board. In the past, Robert Reese served on the SSEA Board and Doug Beatty served as the alternate. With Mr. Reese's retirement, the Commission appointed Shae Pelkowski. With Mr. Pelkowski's departure, the Commission needs to appoint a new person to the Board.

**Recommendation:**

Following discussions with SNWA, Staff recommends that the Commission appoint Joseph Stubitz as the Commission's representative to the SSEA board and to allow Mr. Stubitz to serve as the SSEA chairman, if selected by the SSEA board. Mr. Stubitz is familiar with SSEA and served on the SSEA board as part of his time with the City of Boulder City.

**COLORADO RIVER COMMISSION OF  
NEVADA AGENDA ITEM K  
FOR MEETING OF DECEMBER 9, 2025**

**SUBJECT:** *For Possible Action:* Approval of Amendment No. 2 to Boulder Flats Solar Interconnection Project Documents Contract No. CRCBF-14 between the Colorado River Commission of Nevada and Summit Line Construction, Inc., for changes to the work to accommodate the TS2 Interconnection and other work detailed therein, increase the contract price by \$2,205,696.10, and authorize a change order contingency in an amount not to exceed \$220,569.00.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:** Staff recommend the Commission approve Amendment No. 2 to Contract No. CRCBF-14.

**FISCAL IMPACT:**

**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, procurement and construction 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, and 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. 2**

The original contract was for construction services for the 10-mile transmission line project being built solely to connect SNWA’s future solar project to the Mead Substation. Amendment No. 1 and now Amendment No. 2 to the original contract allow for additional work to accommodate an interconnection of Townsite 2, a solar and battery project being built near the Boulder Flats line by another developer and other necessary work described in Exhibit B, in coordination with and reimbursed by SNWA. This increase to the contract will bring the total contract price to \$13,613,275.76. Amendment No. 2 also extends the final completion date to December 31, 2026.

**D. Staff’s Recommendation**

Staff recommend the Commission approve Amendment No. 2 to Contract No. CRCBF-14 contract between the Commission and Summit Line Construction, Inc., and authorize the Executive Director to sign the amendment on behalf of the Commission.

**COLORADO RIVER COMMISSION OF  
NEVADA AGENDA ITEM K  
FOR MEETING OF DECEMBER 9, 2025**

**AMENDMENT NO. 2 TO  
BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS  
CONTRACT NO. CRCBF-14**

This Amendment No. 2 to the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Amendment No. 2”) 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, as amended by Amendment No. 1 effective June 10, 2025 (“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. To complete the changes to the Boulder Flats Project, the Transmission Line & Switchyard Construction contract must be amended as set forth in this Amendment No. 2.

E. Additionally, a delay in delivery of some equipment will require the Final Completion date to be extended.

F. 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 \$2,205,696.10 for the Additional Work. The additional payment due shall be made in accordance with the payment procedures in the Project Documents.

3. The Final Completion date shall be December 31, 2026.

4. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 2.

5. Except as otherwise provided herein, all provisions of the Project Documents are in full force and effect.

The Parties executed this Amendment No. 2 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: 11/26/2025

**EXHIBIT A**

AMENDMENT NO. 1

and

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](mailto:crcadmins@crc.nv.gov)  
or call 725-246-0436.

**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: Eric Witkoski

Name: Eric Witkoski

Title: Executive Director

Date: 6/10/2025

Summit Line Construction, Inc.

By: Melissa Marriott

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](mailto: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**

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# **Boulder Flats Solar Interconnection Project**

**Contract No. CRCBF-14  
Transmission Line & Switchyard Construction**

**Volume I - Volume V  
Table of Contents**

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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**

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# **Boulder Flats Solar Interconnection Project**

**Contract No. CRCBF-14  
Transmission Line & Switchyard Construction**

**Volume II – Contract Forms and Conditions**

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**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 5<sup>th</sup> 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: \_\_\_\_\_

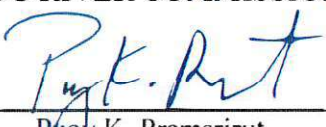
Its: \_\_\_\_\_

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

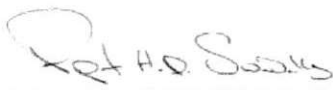
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth 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 1<sup>st</sup> day of April, 2024.

  
Rupert HD Swindells, Assistant Secretary

  
Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1<sup>st</sup> 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.

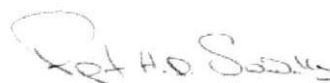
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority 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: *Dylan Welsh*

Name and Title: Dylan Welsh  
President

Attest: *Josh Knowles*

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.





## 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 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 17<sup>th</sup> 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 17<sup>th</sup> 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<br>LOCKTON COMPANIES<br>3657 BRIARPARK DRIVE, SUITE 700<br>HOUSTON TX 77042<br>866-260-3538                        | CONTACT NAME:                              |                |
|   | PHONE (A/C No. Ext):                       | FAX (A/C No.): |
| INSURED<br>SUMMIT LINE CONSTRUCTION, INC.<br>1481876 A QUANTA SERVICES COMPANY<br>441 Power Line Rd.<br>Heber City UT 84032 | E-MAIL ADDRESS:                            |                |
|   | INSURER(S) AFFORDING COVERAGE              |                |
|   | INSURER A : Old Republic Insurance Company | NAIC # 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:                         | Y         | N        | MWZY 313093 24  | 05/01/2024              | 05/01/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ Excluded<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPI/OP AGG \$ 1,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><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<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX  |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$   |           |          | NOT APPLICABLE  |                         |                         | EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N  | N/A      | MWC 313094 24   | 05/01/2024              | 05/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>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<br>State of Nevada, Colorado River Commission of Nevada<br>555 E. Washington Avenue, Suite 3100<br>Las Vegas, NV 89101 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>  |

T11 P1

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:**

| <b>Security</b>                                     | <b>Policy Number(s)</b>                             | <b>Line</b> | <b>A.M. Best Rating</b> |
|---|---|-------------|-------------------------|
| Starr Surplus Lines Insurance Company               | SLSTPTY12041824/<br>ITH11994124/<br>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 &amp; 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 &amp; 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 &amp; 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<br>Automobile Liability<br>Workers' Compensation<br>Employers Liability | \$1,000,000 per occurrence<br>\$2,000,000 aggregate<br>\$1,000,000 per occurrence<br>Statutory<br>\$100,000 each person   |
| \$1,000,000 to<br>\$5,000,000   | General Liability<br>Automobile Liability<br>Workers' Compensation<br>Employers Liability | \$2,000,000 per occurrence<br>\$4,000,000 aggregate<br>\$2,000,000 per occurrence<br>Statutory<br>\$100,000 each person   |
| \$5,000,000 to<br>\$10,000,000  | General Liability<br>Automobile Liability<br>Workers' Compensation<br>Employers Liability | \$3,000,000 per occurrence<br>\$5,000,000 aggregate<br>\$3,000,000 per occurrence<br>Statutory<br>\$100,000 each person   |
| \$10,000,000 to<br>\$20,000,000 | General Liability<br>Automobile Liability<br>Workers' Compensation<br>Employers Liability | \$5,000,000 per occurrence<br>\$10,000,000 aggregate<br>\$5,000,000 per occurrence<br>Statutory<br>\$100,000 each person  |
| \$20,000,000 and Over           | General Liability<br>Automobile Liability<br>Workers' Compensation<br>Employers Liability | \$10,000,000 per occurrence<br>\$10,000,000 aggregate<br>\$5,000,000 per occurrence<br>Statutory<br>\$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 does<sup>1</sup> 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 Time s, 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:

| <b>Milestone</b>   | <b>Date</b>        | <b>Liquidated Damages (Per Day)</b> |
|--|--------------------|-------------------------------------|
| 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 L  
FOR MEETING OF DECEMBER 9, 2025**

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| <b>SUBJECT:</b> <i>For Information Only:</i> Update on the financial audit and preparation of the Annual Comprehensive Financial Report for Fiscal Year 2024 and Fiscal Year 2025. |
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| <b>RELATED TO AGENDA ITEM:</b> |
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| None. |
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| <b>RECOMMENDATION OR RECOMMENDED MOTION:</b> |
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| <b>FISCAL IMPACT:</b> |
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| None. |
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**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF DECEMBER 9, 2025**

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

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

None.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM N  
FOR MEETING OF DECEMBER 9, 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 O  
FOR MEETING OF DECEMBER 9, 2025**

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| <b>SUBJECT:</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 comments until the matter itself has been specifically included on the agenda as an item for possible action. |
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| <b>RELATED TO AGENDA ITEM:</b> |
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| None. |
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| <b>RECOMMENDATION OR RECOMMENDED MOTION:</b> |
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| None. |
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| <b>FISCAL IMPACT:</b> |
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| None. |
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**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM P  
FOR MEETING OF DECEMBER 9, 2025**

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

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM Q  
FOR MEETING OF DECEMBER 9, 2025**

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

**STAFF COMMENTS AND BACKGROUND:**

The next meeting is tentatively scheduled for 1:30 p.m. on January 13, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM R  
FOR MEETING OF DECEMBER 9, 2025**

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

**STAFF COMMENTS AND BACKGROUND:**