

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF AUGUST 9, 2022**

**SUBJECT:**

For Possible Action: Consideration of and possible action to approve bid solicitation 69CRC-S2077 to Boulder Flats Solar Interconnection Project for High Voltage Circuit Breakers to contract CRCBF-01 between Hitachi Energy USA Inc. and the Colorado River Commission of Nevada.

**RELATED TO AGENDA ITEM:**

Agenda Item H-N

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve solicitation 69CRC-S2077 to Boulder Flats Solar Interconnection Project for High Voltage Circuit Breakers and authorize the Executive Director to sign it on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority for the purpose of "creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System" for SNWA and its members.

SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA's Boulder Flats Solar Project.

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

**B. Background of Bid/Procurement**

On March 28, 2022, 8 bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. Bid solicitations 69CRC-S1959 and 69CRC-S1960 were reposted on June 3, 2022, after receiving no bids from vendors from the first solicitation request. The new solicitation number for 69CRC-S1959 for CRCBF-01 for Control Enclosure is 69CRC-S2077. The bid solicitation was sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on July 13, 2022. The evaluation period took place from July 15, 2022 – July 25, 2022. Hitachi Energy USA, Inc. was the responding vendor for CRCBF-01.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Circuit Breakers as specified. This contract is an enabling type of contract that allows the Commission's Power Delivery Group to receive a quotation each time a purchase is to be made. 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.

Staff recommends the Commission approve the amendment to the contract with Hitachi Energy USA Inc. and authorize the Executive Director to sign it on behalf of the Commission.



**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-01  
Circuit Breakers**

**Bid Documents and Specifications**

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Issue: For Bid  
June 3, 2022



# **Boulder Flats Solar Interconnection Project**

## **Contract No. CRCBF-01 Circuit Breakers**

### **Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

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

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

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

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

Questions concerning this Request for Bid should be directed to:

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

**4. Pricing and Security.**

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

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

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

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

Date: May 31, 2022

By: 

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Robert D. Reese

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE: July 13, 2022

## **SECTION 200 BID INSTRUCTIONS**

### **1. Bid Form.**

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

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

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

### **2. Bid Security.**

Bid security is not required.

### **3. Bids as Public Records.**

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

### **4. Submission of Bids.**

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

### **5. Evaluation of Bids.**

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

**6. Rejection of Bids.**

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

**7. Signing of Contract.**

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

**8. Performance Bond.**

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

**SECTION 300  
BID FORM**

**1. Project Identification:**

Boulder Flats Solar Interconnection Project  
Contract No. CRCBF-01  
Circuit Breakers

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

Name: \_\_\_\_\_Andrew Cyprian\_\_\_\_\_

Address: \_\_\_\_\_andrew.cyprian@nexuspower.com\_\_\_\_\_

\_\_\_\_\_801-664-2591\_\_\_\_\_

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

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

**4. Bid Terms and Conditions.**

This offering is based on terms and conditions noted in the proposal documents.

**5. Bid Price.**

This offering is based on terms and conditions noted in the proposal documents.

<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	Power Circuit Breaker, 3000 ampere, 63kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	Each	**\$213,780	3	**\$641,339	Hitachi Energy USA Inc	48-52
<b>CONTRACT PRICE</b>						**\$641,339		

\*Notice-to-Proceed.

\*\*See proposal for details on what is included in pricing.

**6. Delivery Schedule.**

This offering is based on terms and conditions noted in the proposal documents

**SIGNATURE OF BIDDER**

By: Hitachi Energy USA Inc  
(Corporation Name)

By:   
(Signature of Authorized Person)  
Andrew Cyprian – Independent Authorized Representative

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Printed Name and Title)

Phone No. 801-664-2591 Fax No. \_\_\_\_\_  
Email: andrew.cyprian@nexuspower.com

This Bid is Submitted On: 7/13/2022



**SECTION 320**  
**BID ADDENDUM**

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

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 350**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

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

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or may be perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

### **General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter an agreement/contract and/or release monetary funding to such disclosing entity.

### **Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

***Business Name (include d.b.a. if applicable)*** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

***Corporate/Business Address, Business Telephone, Business Fax, and Email*** – Enter the street address, telephone and fax numbers, and email of the named business entity.

***Local Business Address, Local Business Telephone, Local Business Fax, and Email*** – If a business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone, and fax numbers, point of contact, and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Nevada Residents employed by this firm.***

***List of Owners/Officers*** – Include the full name, title, and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

***For All Contracts – (Not required for publicly-traded corporations)***

- 1) Indicate if any individual members, partners, owners, or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners, or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer, or other professional services.

***Signature and Print Name*** – Requires signature of an authorized representative and the date signed.

***Disclosure of Relationship Form*** – If any individual members, partners, owners, or principals of the business entity is presently a CRCNV employee, public officer, or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer, or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

1. Are any individual members, partners, owners, or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes   ☐ No   (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
  
  2. Do any individual members, partners, owners, or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes   ☐ No   (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)
- 

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

Signature	Print Name
Title	Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

(Mark N/A, if not applicable.)

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

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### **For CRCNV Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

## DISCLOSURE OF RELATIONSHIP

***For CRCNV Use Only:***

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name (Authorized Department Representative)

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***For CRCNV Use Only:***

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name (Authorized Department Representative)

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***For CRCNV Use Only:***

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

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Signature

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Print Name (Authorized Department Representative)

**SECTION 400**  
**CONTRACT NO. CRCBF-01**  
**Boulder Flats Solar Interconnection Project**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and \_\_\_\_\_, 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	Power Circuit Breaker, 3000 ampere, 63kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada

**2. Definitions**

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCBF-01, Circuit



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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.2 The address of the CRCNV's Representative is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **12. Liquidated Damages**

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

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

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

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

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

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

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

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

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

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

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

## 2. **Automobile Liability**

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

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

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

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

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

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

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

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

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



interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off-site.

- f. Policy shall contain a waiver of subrogation against the State of Nevada.
- g. Contractor is responsible for the payment of all policy deductibles.

**5. Transportation(Cargo) Insurance**

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

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

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

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

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

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

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Robert Reese, Colorado River Commission of Nevada, 555 E. Washington**

**Avenue, Suite 3100, Las Vegas, Nevada 89101-1065).** Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

**13.13 Indemnification; Limited Liability.**

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

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

**13.14 Performance Bond.** The Contractor must furnish with the executed Contract, a performance bond in the amount of the Contract Price as security for faithful performance of all Contractors' obligations under this Contract. The Contractor must maintain that performance bond in effect during the term of this Contract and for one year thereafter. The performance bond must be executed by a surety or sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on

Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". A certified copy of the agent's authority to act must accompany a bond signed by an agent. Only surety companies authorized to do business in, and having an agent for services of process in the state of Nevada will be acceptable. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Nevada, or it ceases to meet the requirements of the preceding sub-article, the Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the CRCNV.

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

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

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

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

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

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

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

15.3 **Stop Work.** If at any time the CRCNV should determine the Contractor's work or the Equipment to be defective, or if the Contractor fails to supply suitable materials,

equipment or supplies, the CRCNV may order Contractor to stop work, or any portion thereof, until the cause of such order has been eliminated.

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

## **16. Taxes.**

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

## **17. Unemployment Compensation.**

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

## **18. Discrimination.**

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

## **19. Disputes.**

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

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

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

## **21. Notices.**

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

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

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

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 \_\_\_\_\_, 2022. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

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

ATTEST

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

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Eric Witkoski  
Executive Director

Approved as to Form:

\_\_\_\_\_  
David W. Newton  
Senior Deputy Attorney General

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

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

**CRCNV** (Name and Address):

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

**CONTRACT**

Date:

Amount:

\$

Description: Contract No. CRCBF-01,  
Boulder Flats Solar Interconnection Project  
Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date):

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL** (Seal below)

Company:

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

**SURETY** (Seal below)

Company:

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraphs 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRCNV must not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety must not be greater than those of the CRCNV under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRCNV of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
  - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and
  - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety is not liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the CRCNV or its heirs, executors, administrators, or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and must be initiated within two years after the Contractor's Default, or

within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this subsection are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court is applicable.

9. Notice to the Surety, the CRCNV or the Contractor must be mailed or delivered to the address shown on the signature page of this performance bond.
10. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work is performed any provision of this bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
  - 11.1 "Balance of the Contract Price" means the total amount payable by the CRCNV to the Contractor under the Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the CRCNV in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 11.2 "Contract" means the agreement between the CRCNV and the Contractor identified on the signature page, including all the Contract documents and changes thereto.
  - 11.3 "Contractor Default" means a failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 11.4 "CRCNV Default" means a failure of the CRCNV, which has neither been remedied nor waived, to pay the Contractor or to perform incomplete or comply with the other terms of this Contract.

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

### **1. Project Description.**

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

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2023.

### **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 Circuit Breakers as specified herein.

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

### **3. Delivery.**

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

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

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

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

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

**4. Work by the CRCNV.**

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-01.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBF-01, 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 November 15, 2022, and ending on or before December 5, 2022.

5.1 The anticipated Final Acceptance Date for all Equipment is December 5, 2022.

**6. Measurement and Payment.**

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

**7. Copies Of Documents.**

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

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

## **SECTION 700 SUBMITTALS**

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

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

#### **1.2 Submittal Types:**

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

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

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

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

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

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

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

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



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

## **2. Compliance Submittals.**

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 800 EQUIPMENT**

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

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

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

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

**3. Storage and Protection.**

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

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

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

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

**1. Services Required.**

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

**SECTION 1000A**  
**Certification Sheet**



**SECTION 1000**  
**33 75 19 13 TND**  
**HV Circuit Breaker**

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

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

CIRCUIT BREAKER  
DATA SHEET  
(ATTACHMENT TO SECTION 337519.13)

SUBSTATION:

SUBSTATION NAME: BOULDER FLATS SWITCHYARD

SERVICE LOCATION: LATITUDE: 35.950389 LONGITUDE: -114.88975

DELIVERY LOCATION: LATITUDE: 35.950389 LONGITUDE: -114.88975

GENERAL REQUIREMENTS:

QUANTITY OF CIRCUIT BREAKERS: 3

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

BASIC IMPULSE LIGHTNING LEVEL, kV peak: 900

CONTINUOUS CURRENT: 3000 A

SHORT-CIRCUIT CURRENT: 63 kA

CLOSING RESISTORS REQUIRED: YES ☐, NO ☒

CONTRACTOR'S FIELD SERVICES REQUIRED: YES ☒, NO ☐

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

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

GPS TRIAXIAL IMPACT AND ENVIRONMENTAL RECORDERS: YES ☐, NO ☒

SERVICE CONDITIONS FOR ALL CIRCUIT BREAKER COMPONENTS:

MAXIMUM AMBIENT TEMPERATURE RANGE: 45 °C

MINIMUM AMBIENT TEMPERATURE RANGE: -5.6 °C

TWENTY-FOUR HOUR AVERAGE MAXIMUM TEMPERATURE: 20.2 °C

MAXIMUM SOLAR RADIATION INTENSITY: 1000 WATTS/METER<sup>2</sup>

ALTITUDE: 749 METERS

MAXIMUM AMBIENT POLLUTION, IEEE C37.010: VERY HEAVY

ICE COATING: .0 MM

MAXIMUM WIND SPEED: .40.2336 M/SEC

PRECIPITATION: 22.4 CENTIMETERS PER YEAR

CIRCUIT BREAKER  
DATA SHEET  
(ATTACHMENT TO SECTION 337519.13)

RELATIVE HUMIDITY RANGE: 40 \_\_\_\_\_ %

SEISMIC RISK CATEGORY: IV \_\_\_\_\_

SEISMIC SITE CLASS: D \_\_\_\_\_

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

STATION LOW VOLTAGE DC SUPPLY: 125 \_\_\_\_\_ VOLTS DC

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

DC CONTROL CIRCUIT PROTECTION: FUSED DISCONNECT \_\_\_\_\_, BREAKER X

AC AUXILLIARY CIRCUIT PROTECTION: FUSED DISCONNECT \_\_\_\_\_, BREAKER X

CIRCUIT BREAKER RATINGS:

INTERRUPTING TIME: 2 CYCLES (OR MANUF. RECOMMENDED) \_\_\_\_\_

MECHANICAL ENDURANCE (OPERATIONS): MANUF. RECOMMENDED \_\_\_\_\_

CAPACITOR CURRENT SWITCHING RATING: N/A \_\_\_\_\_

CLOSING RESISTOR NOMINAL VALUE: N/A \_\_\_\_\_ OHMS

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

BREAKER SINGLE POLE TRIP & RECLOSE REQUIRED: YES \_\_\_\_\_, NO X \_\_\_\_\_

AUTO RECLOSING DUTY: N/A \_\_\_\_\_

SEISMIC QUALIFICATION LEVEL: SEE ABOVE \_\_\_\_\_

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

BREAKER "CLOSE-OPEN" LOCAL CONTROL SWITCH REQUIRED: YES X, NO \_\_\_\_\_

BREAKER CONTROL "LOCAL-REMOTE" SWITCH REQUIRED: YES X, NO \_\_\_\_\_

CIRCUIT BREAKER EXTERIOR COATING COLOR: ANSI 70 GRAY \_\_\_\_\_

CIRCUIT BREAKER INTERIOR COATING COLOR: MANUF. STANDARD \_\_\_\_\_

CIRCUIT BREAKER BUSHINGS:

BUSHING CONSTRUCTION: PORCELAIN \_\_\_\_\_

IEC MINIMUM WITHSTAND CANTILEVER LOAD LEVEL: MANUF. STANDARD \_\_\_\_\_

BUSHING COLOR: ANSI 70 GRAY \_\_\_\_\_

CIRCUIT BREAKER  
DATA SHEET  
(ATTACHMENT TO SECTION 337519.13)

CIRCUIT BREAKER BUSHING CURRENT TRANSFORMER RATINGS AND ARRANGEMENT:

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

CIRCUIT BREAKER LOW VOLTAGE/ANCILLARY DEVICE REQUIREMENTS:

TERMINAL BLOCKS: Manufacturer Specified

CT SHORTING TERMINAL BLOCKS: Manufacturer Specified

CONTROL ENCLOSURE NEMA RATING: 4X

CIRCUIT BREAKER  
DATA SHEET  
(ATTACHMENT TO SECTION 337519.13)

MISCELLANEOUS:

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

\* \* \* \* \*

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

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



**HITACHI**

# Dead Tank Breakers

*For Colorado River Commission of Nevada  
(3) 245PMG63-30B*



Hitachi Energy USA Inc. Negotiation Number:

**QT-22-00845807**

Prepared on July 1, 2022, by:

Sanjay Gupta  
412-817-2156  
sanjay.k.gupta@hitachienergy.com  
Product Marketing Manager (DTB)

Dan Swindell  
724-708-4035  
dan.swindell@hitachienergy.com  
Area Sales Manager – West (DTB)

July 1, 2022

Hitachi Energy USA Inc. Negotiation Number: QT-22-00845807

Dear Valued Customer:

Attached is a quotation from Hitachi Energy USA Inc., per your request.

The opportunity to provide these items to you is greatly appreciated, and this offering is intended to meet your highest expectations.

With over 38,000 breakers delivered, spanning voltages up to 800 kV, the Hitachi Energy USA Inc. type PM dead tank circuit breakers remain the most purchased brand in the industry. This is due to their low cost of ownership and strong performance, backed by industry leading service and support.

Hitachi Energy USA Inc. stands ready to work with you to supplement this product offering with technical application experts, spare parts, training, and support services intended to reduce your total cost of ownership.

A solution for every application in today's power grid, backed by local service support.

We look forward to your consideration of this offering and will be pleased to answer any questions you may have.

Kind Regards,



Sanjay Gupta  
Hitachi Energy USA Inc.  
100 Distribution Circle  
Mount Pleasant, PA 15666



Dan Swindell  
Hitachi Energy USA Inc.  
100 Distribution Circle  
Mount Pleasant, PA 15666

## SCOPE OF SUPPLY AND PRICES

Item	Description	*Lead Time	Quantity	Unit Price [USD]	Total Price [USD]
1	245PMG63-30B Type PMG-B, 245 kV, up to 63 kA Power Circuit Breaker	48-52 weeks	3	\$206,640	\$619,920
2	SF6 Gas – 115lbs (Optional)	With Breaker	6	\$2,500	\$15,000
3	Product Accessories (Optional)	With Breaker	1	\$1,060	\$1,060
4	Surety	With Contract	1	\$5,359	\$5,359
<b>Total Scope</b>					<b>\$641,339</b>

Validity: Prices are valid for acceptance until 8/5/2022.

\*Lead Time – Lead times are subject to the prior sale of production space.

Freight – CPT (Carriage Paid to, Destination) Las Vegas, NV is included in price. No offloading.

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**Item 1:** Type **245PMG63-30B**, outdoor, dead tank, SF6 gas puffer circuit breakers, 245 kV max. voltage, 900 kV BIL, 63 kA max. symmetrical interrupting current, 3000 A continuous current, 60 Hz, 2 cycle interrupting time, and a type HMB-8 spring - hydraulic gang operating mechanism. 243” creep ANSI #70 gray porcelain bushings. The ambient operating temperature is -30°C to +45°C. The breaker includes the mini-Solon gas system with density monitor. Breaker includes fifteen (15) 2000:5 MR, C800 relaying accuracy bushing current transformers with TRF of 2.0 and three (3) 1200:5 SR 0.15B1.8 metering accuracy current transformers with TRF 2.0. Metering CTs being soft core CTs are placed above relaying CTs.

**Item 2:** SF6 gas is priced optionally. Each breaker of Item 1 requires two of these items for field filling. It will be provided in returnable cylinders.

**Item 3:** Accessories are priced optionally. It includes one gas sample kit, one SF6 gas fill kit, including hose and regulator assembly, one mini-Solon calibration tool, and one travel transducer bracket arrangement without transducer (customer supplied transducer) and one sling assembly.

## OPTIONAL ADDERS:

For Item 1 - Stainless steel NEMA 4X control cabinet painted ANSI 70 Gray ..... \$10,000 each

Annunciator – SEL 2533 – P/N - 2533#0101 (2533012130XA2X0) ..... \$3,000 each

SEL devices will be wired at the factory but are not programmed or tested. The inputs are functionally tested during production tests.

TECHNICAL DATA

245PMG63-30B, Item 1

Maximum Voltage	245 kV
Interrupting Current	63 kA
Continuous Current	3000 A
Type of Operation	Ganged
Breaker Mechanism Type	HMB-8, Spring-Hydraulic
Interrupting Time	2 Cycles
Bushing	Gray Porcelain Minimum 243 Inch Creep
Ambient Temperature	-30C to +40C
CT 6-4-2 Position 3	Set of (3) SR 1200:5 0.15B1.8 TRF 2.0
CT 6-4-2 Position 2	Set of (3) MR 2000:5 C800 TRF 2.0
CT 6-4-2 Position 1	Set of (3) MR 2000:5 C800 TRF 2.0
CT 5-3-1 Position 1	Set of (3) MR 2000:5 C800 TRF 2.0
CT 5-3-1 Position 2	Set of (3) MR 2000:5 C800 TRF 2.0
CT 5-3-1 Position 3	Set of (3) MR 2000:5 C800 TRF 2.0
Control Voltage	One close and two trip coils will operate on 125VDC
Motor Voltage	120VAC/125VDC
Cabinet Heater Voltage	Rated Voltage 240VAC, operation at 120VAC
Duty Cycle	O-0.3s-CO-15s-CO/O-0.3s-CO-3min-CO

## TECHNICAL COMMENTS AND CLARIFICATIONS

### GENERAL

- Electronic approval drawings will be sent 6 to 8 weeks ARO.
- Witness testing may in some cases result in delays due to unforeseen situations that may arise. These situations, such as defective components or rare mechanical and electrical deficiencies, can occur from time to time thus elongating the testing process. Please note that Hitachi Energy is not responsible for costs incurred by the customer or appointed auditing agency as a result of delays within the witness testing process. This includes but is not limited to airfare, lodging, transportation or lost time in the process.
- All type HMB mechanisms are offered with a 10 year or 10,000 operations warranty from the date of shipment that covers manufacturer defects associated with the following:
  - Mechanisms exhibiting high pump starts (internal leaks)
  - Mechanisms exhibiting external leakage
  - Mechanisms exhibiting motor, limit switch, or gear damage

### **Comments and Clarifications: SECTION 1000 33 75 19 13 TND HV Circuit Breaker**

- |             |  |
|-------------|--|
| 1.02        | The proposed breaker has been designed to the applicable ANSI/IEEE, ASME, and NEMA requirements in effect at time of design. The quoted breaker will be built to these standards. See attached design test summary for details. Note that the dielectric capabilities meet the current standards, as the standards have not been changed in this respect. Design tests will not be repeated. Exception is taken to testing to the latest standards and any other standards mentioned in specifications. The breaker is not UL certified.       |
| 1.03.B.1-13 | Electronic drawings for approval will be sent 6 to 8 weeks ARO. Drawings for approval include a breaker outline drawing, wiring diagrams, connection diagrams, CT performance curves, nameplate drawings, and bushing outline drawing. No other drawings will be provided. Anchor bolt information is available on the breaker outline drawing. Anchor bolts will not be supplied by Hitachi Energy. A partial bill of material is available on the wiring diagram and the panel assembly drawing. No other bill of material will be supplied. |
| 1.03.B.14   | Instruction manuals are fixed documents and are not customized or sent for approval. Please refer to the detailed Shipment/ Drawing clause under General Terms and Conditions. the information listed in instruction manual will be as per IEEE C37.12.1. Exception taken to any other specific requirement.   |
| 1.03. B.15  | Design test summary is enclosed with the proposal. List of IEEE Production test that are conducted on the breaker is enclosed for reference. No additional testing is included.  |
| 1.04        | No special maintenance or commissioning tool are required.   |
| 1.05. B     | The breakers will be shipped CPT (Carriage Paid to) Destination. No-offloading.  |
| 1.05.C      | The breakers will be shipped with 5-7 psig SF6 gas pressure.   |

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- 1.05. H Field technical assistance, commissioning and product training is not included in the breaker price. It is available as priced in this proposal. A detailed service proposal can be provided by contacting the Hitachi Energy Mount Pleasant Product Support group. Please refer to the detailed warranty clause under General Terms and Conditions.
- 1.05.J Hitachi Energy standard shipping procedures will be followed to ship and deliver the material to the end user safely and in a proper condition.

## **PART 2 – PRODUCTS**

- 2.01.A.6 Refer to the comment in clause 1.05.H.
- 2.01.A.7 Standard Spare parts list is enclosed. Spare parts pricing is valid, only if the parts are ordered on the same PO as the breakers and are shipped at the same time to the same location. Otherwise, Hitachi Energy Product Support group can provide a separate quote.
- 2.01.A.8 Refer to the comment in clause 1.04.
- 2.03.A-G Design test summary is enclosed with the proposal. Refer to the comment in clause 1.02.
- 2.03.H Not Applicable as per data sheet.
- 2.03.I As per IEEE C37.04.
- 2.03.K.2 The interrupter tanks for the breakers are made of cast aluminum and are not painted. The mounting steel frame and leg extensions are hot-dipped galvanized steel.
- 2.03.K.3 The breaker interrupter tank is ASME certified. The tank is U stamped.
- 2.03.K.8 All the devices will be mix of stainless steel or hot dip galvanized steel.
- 2.03.K.9 The NEMA 2 hole ground pads are provided on diagonally opposite corners of the breaker support frame. Refer to the typical breaker outline drawings for the details of the ground pads.
- 2.03.K.10 The interrupter tanks for the breakers are made of cast aluminum and are not painted. Also unpainted are the spun aluminum current transformer housings. The control cabinet will be painted ANSI #70 gray. The control panel will be painted brilliant white. The steel frame and leg extensions are hot-dipped galvanized steel. The flexible conduits are not painted. Please refer to the enclosed paint specifications for details. These are the standard manufacturing process followed by Hitachi Energy. Exception is taken to any other special requirements.
- 2.03.K.11 Refer to comment in clause 2.03.K.10.
- 2.L.1 SF6 is optionally priced in the proposal. The SF6 gas will conform to ASTM D2472.
- 2.L.2 The leakage rate of SF6 gas will be less than 0.5% per year. Exception is taken to leakage rate of less than 0.1% per year.
- 2.L.4.a&d Affixed to each phase of the breaker is a temperature-compensated mini-Solon density monitor, whose three sets of Form-C dry contact outputs are run through a conduit to terminal blocks in the control cabinet. Attached to each phase is a temperature compensated SF6 pressure gauge, oriented to optimum reading position. A welded stainless-steel manifold connects the phases. By removing the gauge from its self-sealing Malmquist valve, one can readily fill the breaker. The density monitor is also attached to the tank

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by a Malmquist valve, so it is easily isolated from the breaker for calibration as desired. (Calibration recommendations per Solon do not exceed once per ten-year period.) The mini-Solon calibration tool can be used to test the density monitor set points, if desired.

- 2.M.1 The proposed breaker will be a dead tank SF6, outdoor type circuit breaker with HMB spring-hydraulic gang operating mechanism. The breaker is capable of one stored O-CO operation without auxiliary supply.
- 2.M.2 Sufficient protection and alarm devices shall be supplied to prevent damaging the breaker and to detect any malfunction as applicable to the spring hydraulic system will be provided.
- 2.M.3 Refer to typical breaker outline drawings for the removable conduit plate.
- O. Exception taken.
- U. We will strive to provide as many unused auxiliary switch contacts as possible for customer use. Until the control circuit is designed, the requested number of contacts cannot be guaranteed. Note that the switches are not convertible from "a" to "b" or vice versa. An accommodation to add extra switches is not available.
- X. Not Applicable.
- 2.04 The bushing will be porcelain type ANSI #70 gray. Refer to the comment in clause 1.02.
- 2.04.F The bushing will have NEMA 4-hole terminal pads. Refer to the typical breaker outline drawings for details. The pads are tin plated copper.
- 2.05 Not Applicable.
- 2.06 Not Applicable.
- 2.07 The circuit breaker bushing current transformers shall conform to IEEE C57.13. Refer to the technical data for Current transformer details. Within the control cabinet, we propose GE type EB-25 terminal blocks for general purpose applications and GE type EB-27 terminal blocks for current transformer connections. CT secondary leads and wiring for current circuits will be no smaller than 600 V, #10 AWG, type SIS and control wiring will be no smaller than 600 V, #14 AWG, type SIS.
- 2.08 Refer to comment in clause 1.02.
- 2.08.F Refer to typical breaker outline details for dimensions.
- 2.08.H The wires have identification mark on both ends. However, all wire identification markings follow Hitachi Energy design and drafting standards, not customer specific wire markings.
- 2.08.J Not applicable.
- 2.08.O Refer to the comment in clause 2.07.
- 2.08.P As per Hitachi Energy standard manufacturing procedures.
- 2.08.R Anti-condensation heaters are provided. Half of the heaters are continuously energized and half of them are thermostatically controlled.
- 2.08.S Control cabinet will have standard lightning fixtures and lamp will be installed as per the standard Hitachi Energy manufacturing procedures. One lamp inside control cabinet. One duplex receptacle will be provided.
- 2.09 The proposed circuit breaker is qualified as HIGH as per IEEE 693 standards. Refer to design test summary for details.
- 2.10.1 Manual maintenance device not provided.
- 2.10.2 No special tools are required. Refer to accessories section for details. Accessories are optionally priced.



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- 2.10.3 One (1) quart of touch up paint for each circuit breaker will be provided.
- 2.10.4-6 Standard Spare parts list is enclosed. Spare parts pricing is valid, only if the parts are ordered on the same PO as the breakers and are shipped at the same time to the same location. Otherwise, Hitachi Energy Product Support group can provide a separate quote.
- 2.11.A.1 Not Applicable.
- 2.11.A.2 Refer to the comment in clause 2.L.4.a&d.
- 2.11.A.3 Refer to the comment in clause 2.08.R.
- 2.11.A.4 An external mounted manually actuated and electrically operated trip is provided "69".
- 2.11.A.5 Not applicable for SF6 breakers.
- 2.11.6-7 Not applicable.
- 2.11.10 Refer to the accessories section. They are optionally priced in the proposal. Travel recorder kit without transducers (customer supplied transducer) is provided. It is basically only a provision of brackets to mount the transducers.
- 2.11.11 Refer the optional adder section.
- 2.12.A All the quality assurance process are in place. The organization have a team of experienced and professional engineers demonstrating and delivering high quality state of art products. Hitachi Energy follow standard operating procedures delivering highest quality products. Organization is ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 certified. The Scope of ISO includes High Voltage Circuit Breakers.
- 2.12.B-C Customers are welcome to visit our assembly facilities to witness ANSI Standard production tests. Please note that production test dates, to assure smooth production flow for all customer's products, are set at the time of product scheduling. Should a customer elect to witness production testing, notification is required 4 weeks prior to the scheduled test date to afford sufficient time to coordinate the visit with our test laboratory.
- 2.12.D List of IEEE Production test that are conducted on the breaker is enclosed for reference. No additional testing is included. Production test reports will be submitted within 2 weeks after shipment of the circuit breakers.
- 3.01-3.02 Field technical assistance, commissioning and product training is not included in the breaker price. It is available as priced in this proposal. A detailed service proposal can be provided by contacting the Hitachi Energy Mount Pleasant Product Support group. Please refer to the detailed warranty clause under General Terms and Conditions.

**Boulder Flats Solar Interconnection Project Contract Number – CRCBF-01 Circuit breaker Bid document and specification**  
**Section 400:**

7. Refer to the payments section under general terms and conditions.
10. Offered warranty period is the earlier of 12 months from energization but not to exceed 18 months from shipment. Refer to the detailed warranty clause under general terms and conditions.

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- 12 Liquidity Damages is 0.5% of the contract value per week of effected unit which will be capped at maximum 5% of the total contract value.

## **Section 600:**

- 2.1 Refer to the comment in clause 1.05.H.  
3.1 Refer to the comment in clause 1.05.B

## **Section 700:**

- 1.2.1-1.2.2 Refer to shipment and drawing clause under general terms and conditions.  
1.5 Refer to typical breaker outline drawing enclosed with the proposal.  
2.1.2-2.1.4 Refer to shipment/drawing clause under general terms and conditions. Refer to the catalogs, typical breaker outline drawings and other enclosure for details.  
2.1.4-2.1.5 Refer to the catalogs, typical breaker outline drawings and other enclosure for details. Anchor bolt information is available on the breaker outline drawing. Anchor bolts will not be supplied by Hitachi Energy.  
2.1.7 A partial bill of material is available on the wiring diagram and the panel assembly drawing. No other bill of material will be supplied. Standard Spare parts list is enclosed. Spare parts pricing is valid, only if the parts are ordered on the same PO as the breakers and are shipped at the same time to the same location. Otherwise, Hitachi Energy Product Support group can provide a separate quote.  
2.1.8 Instruction manuals are fixed documents and are not customized or sent for approval. Please refer to the detailed Shipment/ Drawing clause under General Terms and Conditions.  
2.1.10 List of IEEE Production test that are conducted on the breaker is enclosed for reference. No additional testing is included. Production test reports will be submitted within 2 weeks after shipment of the circuit breakers.  
2.1.11 The interrupter tanks for the breakers are made of cast aluminum and are not painted. Also unpainted are the spun aluminum current transformer housings. The control cabinet will be painted ANSI #70 gray. The control panel will be painted brilliant white. The steel frame and leg extensions are hot-dipped galvanized steel. The flexible conduits are not painted. Please refer to the enclosed paint specifications for details.  
2.5 Electronic approval drawings will be sent 6 to 8 weeks ARO.  
3.0 Refer to the comment in clause 2.5 above.

## **Section 800:**

1. Refer to the comment in clause 1.02 and 2.12.A.  
2 & 3. Hitachi Energy's standard packaging and shipping procedures will be followed. Refer to Freight and storage under general terms and conditions.

## **Section 900:**

Field technical assistance, commissioning and product training is not included in the breaker price. It is available as priced in this proposal. A detailed service proposal can be provided by contacting the Hitachi Energy Mount Pleasant Product Support group. Please refer to the detailed warranty clause under General Terms and Conditions.

## GENERAL TERMS AND CONDITIONS

### CONDITIONS

Notwithstanding the foregoing, the Parties recognize the intended sale and transfer of the power grids division of ABB to a company held by Hitachi and ABB (the «Joint Venture») which will be majority owned, and might be at some stage fully owned, by Hitachi. In this context, the Parties agree that [ABB Party] has the right to subcontract, assign, transfer, novate or otherwise dispose of this Contract and all of its rights and obligations under this Contract, without prior consent of [the other Party], to either a legal entity in the ABB Group or directly to the Joint Venture or any legal entity in the Joint Venture group. [The other Party] agrees, at the request [and expense] of [ABB], to promptly execute all agreements and/or other documents (in each case whether deed or otherwise) required to effect such subcontract, assignment, transfer or novation. [This Contract, and the obligations hereunder, shall be binding upon the parties hereto, their successors and permitted assigns.]

### PRICES

Prices are firm for shipment quoted, and do not include federal, state, provincial, or local taxes of any kind.

### PAYMENT

Due in 45 days invoice date.

### VALIDITY

Prices are valid for acceptance until 8/5/2022.

### SHIPMENT/DRAWINGS

Based on receipt of an order within the quoted validity period, we can ship the equipment based on the lead times listed above, after receipt of a complete and valid purchase order or contract. Each breaker will be shipped with an instruction manual, field assembly drawing, outline drawing, wiring diagram, and wiring connection drawing, located in the documentation storage pocket inside the control cabinet.

Drawings for approval, if required, will be submitted electronically via e-mail within 8 weeks after receipt of a written and valid purchase order. Drawings for approval include a breaker outline drawing, wiring diagrams, connection diagrams, CT performance curves, nameplate drawings, and bushing outline drawing. Instruction manuals are fixed documents and are not submitted for approval. The quoted breaker shipment is contingent upon the customer returning approval drawings within 2 weeks after submittal. Delays in the return of approval drawings that cause a delayed final release to production will result in rescheduling of the circuit breaker shipment to the next available production slot, which may significantly exceed the time of drawing delay.

Final drawings as well as production test reports will also be submitted via e-mail in electronic format within 2 weeks after shipment of the circuit breakers.

WARRANTY

Offered warranty period is the earlier of 12 months from energization but not to exceed 18 months from shipment, in addition there is a 10-year warranty or 10,000 operations warranty from the date of shipment that covers manufacturer defects associated with the following: mechanisms exhibiting high pump starts (internal leaks), mechanism exhibiting external leakage, and mechanisms exhibiting motor, limit switch or gear damage. Further clarification regarding warranty coverage is included in the attached document, Hitachi Energy USA Inc. General Terms and Conditions of Sale.

FREIGHT/DELIVERY TERMS

Freight prepaid and allowed (Carriage Paid To per INCO terms 2010) with the destination as defined in the bid. Freight is prepaid and allowed to first truck unload point. Title transfers from Hitachi Energy USA Inc. to Customer when the product is loaded on the truck at the factory and Risk of Loss is covered by Hitachi Energy USA Inc. to the defined delivery point. Freight prepaid and allowed includes only the trucking expense and does not include offloading equipment, cranes, rail, ship or any other carriage. Re-consignment or redirection of shipment will incur a \$725 handling fee and additional freight charges will apply. All prices are contingent upon gaining valid shipping clearances at the time of shipment. If clearance is not available due to highway construction, changes in state regulations, changes in bridge limitations or other items beyond our control, Hitachi Energy USA Inc. will not be responsible for any additional shipping or handling charges. Due to the volatility in the price of fuel a surcharge may apply at time of shipment.

STORAGE AND TITLE

Hitachi Energy USA Inc. allows 5 days from date of shipment from factory for Customer to accept delivery and confirm shipment location. In the event the Purchaser cannot accept delivery when the Seller is ready to ship, in accordance with the acknowledged shipment date, outside storage will be necessary. Storage charges are as follows:

SIZE	CHARGE
Breakers 250kV and less	\$425 / Day
Breakers above 250kV	\$795 / Day

A \$950 offloading and handling fee will apply to each breaker that requires storage.

If storage includes provisioning the breakers with energized heaters, a \$1750 per breaker fee will apply to cover labor, materials, and electricity. Upon storage the EXW point will pass and the Purchaser will take title to the Product.

WITNESS TESTING

Customers are welcome to visit our assembly facilities to witness ANSI Standard production tests. Please note that production test dates, in order to assure smooth production flow for all customer’s products, are set at the time of product scheduling. Should a customer elect to witness production testing, notification is required 4 weeks prior to the scheduled test date to afford sufficient time to coordinate the visit with our test laboratory.

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## CHANGES

All requests for equipment changes or additions to the quoted design following return of approval drawings will be reviewed for impact to committed price and shipment date. In general, prices and/or shipment will be more significantly affected for changes requested nearer to time of originally scheduled production. The impact may be particularly acute for changes requested following start of production. Following receipt of a request for change, a quotation will be provided which assesses its impact in terms of price and/or shipment, as applicable. Any price adjustment (including applicable fees as described in **Cancellation and Delays** must be acknowledged by a change order before the change will be initiated. Similarly, any change for which a revised ship date has been quoted will require written customer acceptance of the new date prior to initiation of change.

## CANCELLATION

Power circuit breaker orders that are cancelled within 2 weeks after receipt in Mount Pleasant will not be subject to cancellation charges unless engineering has already begun. Charges will generally be assessed in accordance with the following schedule, whose fees are represented as a percentage of the breaker's contract price:

<u>Timing</u>	<u>Charge</u>
Prior to start of order engineering	0%
Following start of order engineering	15%
After release to production (final release)	40%
12-16 weeks prior to scheduled shipment	60%
8-12 weeks prior to scheduled shipment	80%
0 - 8 weeks prior to scheduled shipment	100%

## DELAYS

Orders that are requested to be rescheduled within 2 weeks following original order entry will generally not be subject to delay charges. However, to help defray labor and inventory carrying costs that may accrue if a delay is requested beyond 2 weeks from original order entry, charges will be assessed in accordance with the following fee schedule. The fees are a percentage of contract price, and they escalate as time of request nears the originally scheduled shipment date. Also, please note that since Hitachi Energy Power Grids does not have storage facilities for finished goods inventory, customers must make arrangements for storage of any circuit breakers for which delays are requested 0 - 2 weeks prior to shipment, as well as remit equipment invoices when due.

<u>Timing</u>	<u>Charge</u>
Delays that occur within two weeks of order entry	0%
14 -20 weeks prior to scheduled shipment	15%
8 -14 weeks prior to scheduled shipment	25%
4 - 8 weeks prior to scheduled shipment	35%
0 - 4 weeks prior to scheduled shipment	Subject to negotiation

## COVID-19 CLAUSE

Both HITACHI ENERGY [and] the Customer [and the End-User] are aware of the outbreak of a Coronavirus (commonly known as COVID-19) or any mutation of such virus which is impacting or may impact normal business. HITACHI ENERGY hereby reserves the right to amend the delivery [Date] [Schedule], the price, the [Scope of Supply] [Scope of Works] and the [terms and conditions of contract] set out in this offer. Notwithstanding anything to the contrary, the forgoing paragraph is deemed to be incorporated into any subsequent concluded contract.

## NUCLEAR LIABILITY

The products quoted by HITACHI ENERGY under this quotation shall not be under any circumstances be used in connection with a nuclear reactor or other nuclear facility. Any such nuclear use requires full protection against nuclear liability for the benefit of HITACHI ENERGY and its Sub-suppliers with conditions to be determined by HITACHI ENERGY.

## RIGHT TO CHANGES IN DESIGN DUE TO CONTINUOUS IMPROVEMENT

HITACHI ENERGY is continuously working to improve the product range. If it therefore should be a change in the specified product after the time of the offer or the order, HITACHI ENERGY will have the right to supply the newer model provided that it complies with the technical specifications for the product concerned contained in the offer or order.



## HITACHI ENERGY USA INC. GENERAL TERMS AND CONDITIONS OF SALE

1. Conditions. Except as otherwise noted herein, the attached HITACHI ENERGY USA INC. General Terms and Conditions of Sale shall apply to this quotation and subsequent purchase order or contract.

2. General. The terms and conditions contained herein, together with any additional or different terms contained in HITACHI ENERGY USA INC. Proposal, if any, submitted to Purchaser (which Proposal shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the order and supersede all prior communications and agreements regarding the order. Acceptance by HITACHI ENERGY USA INC. of the order, or Purchaser's acceptance of HITACHI ENERGY USA INC. Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by HITACHI ENERGY USA INC. being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms HITACHI ENERGY USA INC. hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by HITACHI ENERGY USA INC. ("Software") under the order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by HITACHI ENERGY USA INC. under the order. As used herein, the term "Purchaser" shall include the initial end use of the Equipment and/or services; provided, however, that Paragraph 13(a) shall apply exclusively to the initial end user.

### 3. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which HITACHI ENERGY USA INC. or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide HITACHI ENERGY USA INC. a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of HITACHI ENERGY USA INC. Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by HITACHI ENERGY USA INC. additional cost.

### 4. Payment.

(a) Unless specified to the contrary in writing by HITACHI ENERGY USA INC., payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by HITACHI ENERGY USA INC. in the Proposal.

(b) If in the judgment of HITACHI ENERGY USA INC., the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, HITACHI ENERGY USA INC. may require payment in advance, payment security satisfactory to HITACHI ENERGY USA INC., or may terminate the order, whereupon HITACHI ENERGY USA INC. shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date HITACHI ENERGY USA INC. is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

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(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus HITACHI ENERGY USA INC. attorneys' fees and court costs incurred in connection with collection.

## 5. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by HITACHI ENERGY USA INC. and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) HITACHI ENERGY USA INC. may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, HITACHI ENERGY USA INC. shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

## 6. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. United States port of entry. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, HITACHI ENERGY USA INC. may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for HITACHI ENERGY USA INC. performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to HITACHI ENERGY USA INC. within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by HITACHI ENERGY USA INC. Claims for damage after delivery shall be made directly by Purchaser with the common carrier

7. Title & Risk of Loss. Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall remain in HITACHI ENERGY USA INC. until fully paid for. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.

## 8. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on HITACHI ENERGY USA INC. premises shall be scheduled in advance to be performed during normal working hours.

(b) If the order provides for factory acceptance testing, HITACHI ENERGY USA INC. shall notify Purchaser when HITACHI ENERGY USA INC. will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the order provides for site acceptance testing, testing will be performed by HITACHI ENERGY USA INC. personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of HITACHI ENERGY USA INC., acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

## 9. Warranties and Remedies.

(a) Equipment and Services Warranty. HITACHI ENERGY USA INC. warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy



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Period for Equipment (excluding Software, Spare Parts and Refurbished or Repaired Parts) shall end 12 months from installation or 18 months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end 12 months after date of shipment. The Warranty Remedy Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to HITACHI ENERGY USA INC. promptly after such discovery and within the applicable Warranty Remedy Period, HITACHI ENERGY USA INC. shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to HITACHI ENERGY USA INC. promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, HITACHI ENERGY USA INC. will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. HITACHI ENERGY USA INC. shall not be responsible for providing working access to the nonconforming Equipment, including disassembly and re-assembly of non- HITACHI ENERGY USA INC. supplied equipment, or for providing transportation to or from any repair facility, all of which shall be at Purchaser's risk and expense. HITACHI ENERGY USA INC. shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to HITACHI ENERGY USA INC. instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by HITACHI ENERGY USA INC. but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. HITACHI ENERGY USA INC. warrants that, except as specified below, the Software will, when properly installed, execute in accordance with HITACHI ENERGY USA INC. published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to HITACHI ENERGY USA INC. promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, HITACHI ENERGY USA INC. shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at HITACHI ENERGY USA INC. facility necessary corrected or replacement programs. HITACHI ENERGY USA INC. shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. HITACHI ENERGY USA INC. does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose or usage of trade are hereby disclaimed. The remedies stated herein constitute purchaser's exclusive remedies and HITACHI ENERGY USA INC. entire liability for any breach of warranty.

## 10. Patent Indemnity.

(a) HITACHI ENERGY USA INC. shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by HITACHI ENERGY USA INC. (a "Process") directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given HITACHI ENERGY USA INC. prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) HITACHI ENERGY USA INC. shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by HITACHI ENERGY USA INC.; (ii) any Equipment or Process supplied according to a design, other than an HITACHI ENERGY USA INC. design, required by Purchaser; (iii) any products manufactured

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by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of HITACHI ENERGY USA INC..

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, HITACHI ENERGY USA INC. shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. The foregoing paragraphs state the entire liability of HITACHI ENERGY USA INC. and equipment manufacturer for any patent infringement.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that HITACHI ENERGY USA INC. is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by HITACHI ENERGY USA INC. or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against HITACHI ENERGY USA INC., Purchaser shall defend and indemnify HITACHI ENERGY USA INC. in the same manner and to the same extent that HITACHI ENERGY USA INC. would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

## 11. Limitation of Liability.

(a) In no event shall HITACHI ENERGY USA INC., its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. HITACHI ENERGY USA INC. liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.

(b) All causes of action against HITACHI ENERGY USA INC. arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall HITACHI ENERGY USA INC. be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

12. Laws and Regulations. HITACHI ENERGY USA INC. does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, HITACHI ENERGY USA INC. assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon HITACHI ENERGY USA INC. for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall be governed by the laws of the State of New York but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding New York law with respect to conflicts of law. Purchaser agrees that all causes of action against HITACHI ENERGY USA INC. under this Agreement shall be brought in the State Courts of the State of New York, or the U.S. District Court for the Southern District of New York. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA. HITACHI ENERGY USA INC. warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of



this warranty, HITACHI ENERGY USA INC. will replace the affected part or modify it so that it conforms to such standard or regulation. HITACHI ENERGY USA INC. obligation shall be limited to such replacement or modification. In no event shall HITACHI ENERGY USA INC. be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than HITACHI ENERGY USA INC.

#### 14. Software License.

(a) HITACHI ENERGY USA INC. owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) The Software may be used only in conjunction with equipment specified by HITACHI ENERGY USA INC.; (ii) The Software shall be kept strictly confidential; (iii) The Software shall not be copied, reverse engineered, or modified; (iv) The Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with HITACHI ENERGY USA INC. prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to HITACHI ENERGY USA INC. the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Inventions and Information. Unless otherwise agreed in writing by HITACHI ENERGY USA INC. and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with HITACHI ENERGY USA INC. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of HITACHI ENERGY USA INC. Purchaser shall not, without HITACHI ENERGY USA INC. prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure. HITACHI ENERGY USA INC. shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate HITACHI ENERGY USA INC. for such delay.

17. Cancellation. Any order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order incurred prior to the effective date of notice of termination and all expenses incurred by HITACHI ENERGY USA INC. attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination. No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by HITACHI ENERGY USA INC. of Purchaser's written notice specifying such default, HITACHI ENERGY USA INC. shall have failed to initiate and pursue with due diligence correction of such specified default.

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## 19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by HITACHI ENERGY USA INC. or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, HITACHI ENERGY USA INC. shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by HITACHI ENERGY USA INC. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by HITACHI ENERGY USA INC. without liability for damages of any kind resulting from such cancellation. At HITACHI ENERGY USA INC. request, Purchaser shall provide to HITACHI ENERGY USA INC. a Letter of Assurance and End-User Statement in a form reasonably satisfactory to HITACHI ENERGY USA INC.

20. Assignment. Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of HITACHI ENERGY USA INC. shall be void.

21. Nuclear Insurance – Indemnity. For applications in nuclear projects, the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage resulting from a nuclear incident to and shall indemnify HITACHI ENERGY USA INC., its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident.

22. Resale. If Purchaser resells any of the Equipment, the sale terms shall limit HITACHI ENERGY USA INC. liability to the buyer to the same extent that HITACHI ENERGY USA INC. liability to Purchaser is limited hereunder.

23. Entire Agreement. This Agreement constitutes the entire agreement between HITACHI ENERGY USA INC. and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between HITACHI ENERGY USA INC. and Purchaser other than those set forth herein or herein provided.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF AUGUST 9, 2022**

<b>SUBJECT:</b> <i>For Possible Action:</i> Consideration of and possible action to approve bid solicitation 69CRC-S2079 to Boulder Flats Solar Interconnection Project for Control Enclosure to contract CRCBF-02 between Electrical Power Products, Inc. and the Colorado River Commission of Nevada.
<b>RELATED TO AGENDA ITEM:</b> Agenda Item I-N
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> Staff recommends the Commission approve solicitation 69CRC-S2079 to Boulder Flats Solar Interconnection Project for Control Enclosure and authorize the Executive Director to sign it on behalf of the Commission.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

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

SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA's Boulder Flats Solar Project.

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

**B. Background of Bid/Procurement**

On March 28, 2022, 8 bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. Bid solicitations 69CRC-S1959 and 69CRC-S1960 were reposted on June 3, 2022, after receiving no bids from vendors from the first solicitation request. The new solicitation number for 69CRC-S1960 for CRCBF-02 for Control Enclosure is 69CRC-S2079. The bid solicitation was sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on July 13, 2022. The evaluation period took place from July 15, 2022 – July 25, 2022. There were two responding vendors for CRCBF-02.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Control Enclosure as specified. This contract is an enabling type of contract that allows the Commission's Power Delivery Group to receive a quotation each time a purchase is to be made. 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.

Staff recommends the Commission approve the amendment to the contract with Electrical Power Products, Inc. and authorize the Executive Director to sign it on behalf of the Commission.



**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-02  
Control Enclosure**

**Bid Documents and Specifications**

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Issue: For Bid  
June 3, 2022

# **Boulder Flats Solar Interconnection Project**

## **Contract No. CRCBF-02 Control Enclosure**

### **Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

- One (1) Control Enclosure Building, including HVAC, lighting, raceway, etc.
- Nine (9) Protection Relay Panels
- Two (2) 120/240VAC, 30 Circuit Panelboards
- One (1) 120/240VAC, Automatic Transfer Switch
- Two (2) 125VDC, 36 Circuit Panelboards
- Four (4) 125VDC, Fused Manual Switch
- Two (2) 125VDC, Battery Chargers
- Two (2) 125VDC Battery System
- One (1) Battery Room Eye Wash Station



- Yard Termination Cabinet
- All Wiring and Cabling and Accessories for a fully functioning control enclosure.
- Offloading and setting of the Control Enclosure on the foundation at Site.
- All testing both in the vendor's shop as well as on site after setting.

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

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

Questions concerning this Request for Bid should be directed to:

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

### **4. Pricing and Security.**

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

### **5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

### **6. Bid Acceptance.**

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

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

Date: May 31, 2022

By:




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Robert D. Reese

Assistant Director for Engineering and  
 Operations

BID RESPONSE DEADLINE: July 13, 2022

## **SECTION 200 BID INSTRUCTIONS**

### **1. Bid Form.**

The Bid Form is found in the 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, present it at a meeting of the Colorado River Commission of Nevada and will execute all copies of the Contract upon approval and return one original copy to the Contractor.

**8. Performance Bond.**

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

**SECTION 300  
BID FORM**

**1. Project Identification:**

Boulder Flats Solar Interconnection Project  
Contract No. CRCBF-02  
Control Enclosure

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

Name: Electrical Power Products, Inc.

Address: 4240 Army Post Road

Des Moines, IA 50321

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

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

**4. Bid Terms and Conditions.**

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. <u>N/A</u>	Dated <u>N/A</u>
No. <u>          </u>	Dated <u>          </u>
No. <u>          </u>	Dated <u>          </u>

- 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	Multiple	16"x 42" Control Enclosure Included in the Equipment Section	Each	\$473,693.00	1	\$473,693.00	GPC/EP <sup>2</sup>	34
402	Multiple	Yard Termination Cabinet	Each	\$7,531.00	1	\$7,531.00	EP <sup>2</sup>	34
403	Multiple	Line Protection Panels (Panel #1 -#3)	Each	\$39,469.00	3	\$118,407.00	EP <sup>2</sup>	34
404	Multiple	Spare Panel (Panel #4)	Each	\$5,989.00	1	\$5,989.00	EP <sup>2</sup>	34
405	Multiple	Breaker Protection Panel (Panel #5)	Each	\$29,986.00	1	\$29,986.00	EP <sup>2</sup>	34
406	Multiple	Breaker Protection Panel (Panel #6)	Each	\$19,649.00	1	\$19,649.00	EP <sup>2</sup>	34
407	Multiple	Metering Panel (Panel #7)	Each	\$26,503.00	1	\$26,503.00	EP <sup>2</sup>	34
408	Multiple	Communication Panel (Panel #8)	Each	\$75,954.00	1	\$75,954.00	EP <sup>2</sup>	34
409	Multiple	Synchronization Panel (Panel #9)	Each	\$11,181.00	1	\$11,181.00	EP <sup>2</sup>	34
410	Multiple	120/240VAC, 30 Circuit Panelboards	Each	Included	2	Included	Cutler	34
411	Multiple	120/240VAC, Automatic Transfer Switch	Each	Included	1	Included	ASCO	34
412	Multiple	125VDC, 36 Circuit Panelboards	Each	\$4,706.00	2	\$9,412.00	Cutler	34
413	Multiple	125VDC, Fused Manual Switch	Each	\$965.25	4	\$3,861.00	Cutler	34
414	Multiple	125VDC, Battery Chargers	Each	\$9,489.00	2	\$18,978.00	La Marche	34
415	Multiple	125VDC Battery System	Each	\$19,208.00	2	\$38,416.00	EnerSys	34

416	Multiple	Battery Room Eye Wash Station	Each	\$748.00	1	\$748.00	Fend-All	34
417	Multiple	Offloading and setting of the Control Enclosure on the foundation at Site.	Each	\$18,465.00	1	\$18,465.00	GPC	34
<b>CONTRACT PRICE</b>						\$858,773.00		34

\*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: Electrical Power Products, Inc.  
(Corporation Name)

By:   
(Signature of Authorized Person)

Joshua England - Project Estimator  
(Printed Name and Title)

**Business Address:**

4240 Army Post Road

Des Moines, IA 50321

Phone  
No. 515-262-8161  
Email: jmengland@ep2.com

Fax No. 515-262-8461

This Bid is Submitted On: July 13, 2022.



**SECTION 320**  
**BID ADDENDUM**

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

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 350**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

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

## INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

### **Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or may be perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

### **General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

### **Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

***Business Name (include d.b.a. if applicable)*** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

***Corporate/Business Address, Business Telephone, Business Fax and Email*** – Enter the street address, telephone and fax numbers, and email of the named business entity.

***Local Business Address, Local Business Telephone, Local Business Fax, and Email*** – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone, and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Nevada Residents employed by this firm.***

***List of Owners/Officers*** – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly traded corporation or non-profit organization, list all Corporate Officers and Directors only.

***For All Contracts – (Not required for publicly-traded corporations)***

- 1) Indicate if any individual members, partners, owners, or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners, or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer, or other professional services.

***Signature and Print Name*** – Requires signature of an authorized representative and the date signed.

***Disclosure of Relationship Form*** – If any individual members, partners, owners, or principals of the business entity is presently a CRCNV employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

1. Are any individual members, partners, owners, or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

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

Title	Date
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## DISCLOSURE OF RELATIONSHIP

List any disclosures below:

(Mark N/A, if not applicable.)

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

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

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### ***For CRCNV Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

## DISCLOSURE OF RELATIONSHIP

***For CRCNV Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

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***For CRCNV Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

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***For CRCNV Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**SECTION 400**  
**CONTRACT NO. CRCBF-02**  
**Boulder Flats Solar Interconnection Project**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and \_\_\_\_\_, 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 - 417	16"x 42" Control Enclosure with Equipment Specified in the Bid Form above.

**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. CRCBF-02, Control Enclosure; section 500, Performance Bond; and the Specifications contained in section 600 through section 1200. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

3.1 The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to

act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret, and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

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

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

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

11.2 The books, records, documents, and accounting procedures and practices of the Contractor relative to direct costs and expenditures under this Contract are subject to inspection, examination, and audit by the 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 - 417	16"x 42" Control Enclosure with Equipment Specified in the Bid Form above.	\$1000

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

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

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

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

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

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

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

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

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

**Minimum Requirements:**

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

- a. The Colorado River Commission of Nevada, shall be Insureds on the policy.
- b. Coverage shall be written on an all-risk, replacement cost basis and shall



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

#### 5. **Transportation(Cargo) Insurance**

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

- a. Transportation insurance must be of the “all risks” type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.
- b. Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.
- c. The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days’ written notice must be given to the Owner before the policy is changed or canceled.

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

- 1. On insurance policies where the Colorado River Commission of Nevada, is named as an additional insured, the CRCNV shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of

liability are in excess of those required by this Contract.

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

- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

**13.9 CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said

insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

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

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

**13.13 Indemnification; Limited Liability.**

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

13.13.2 The CRCNV, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties is not subject to punitive damages. Liquidated damages do not apply unless otherwise specifically provided in the Contract Documents. Damages for any CRCNV breach must never exceed the amount of funds appropriated or authorized

for payment under this Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach must not exceed 150 percent of the contract maximum "not to exceed" value. Contractor's tort liability is not limited.

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

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

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

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

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

## **15. Effect and Termination**

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

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

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

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

## **16. Taxes.**

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

## **17. Unemployment Compensation.**

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

## **18. Discrimination.**

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

## **19. Disputes.**

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

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

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

## **21. Notices.**

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

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

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

**22. Submission of Claims.**

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

**23. Assignment of Contract.**

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

**24. Severability.**

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

**25. Survival.**

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

**26. Applicable Law; Venue.**

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

**27. Article Headings.**

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

**28. Waiver.**

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

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

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

**30. Authority to Execute.**

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



**IN WITNESS WHEREOF**, the Contractor and the CRCNV have executed three duplicate originals of this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

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

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

ATTEST

\_\_\_\_\_

\_\_\_\_\_

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Erik Witkoski  
Executive Director

Approved as to Form:

\_\_\_\_\_  
David W. Newton  
Senior Deputy Attorney General

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

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

**CRCNV** (Name and Address):

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

**CONTRACT**

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

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

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

Description: Contract No. CRCBF-02,  
Boulder Flats Solar Interconnection Project

Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date): \_\_\_\_\_

Modifications to this Bond Form: \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL** (Seal below)

Company: \_\_\_\_\_

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

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

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

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

**SURETY** (Seal below)

Company: \_\_\_\_\_

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

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

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

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

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

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

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

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

5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraphs 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRCNV must not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety must not be greater than those of the CRCNV under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRCNV of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
  - 5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
  - 5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and
  - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.
6. The Surety is not liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the CRCNV or its heirs, executors, administrators, or successors.
7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and must be initiated within two years after the Contractor's Default, or

within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this subsection are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court is applicable.

9. Notice to the Surety, the CRCNV, or the Contractor must be mailed or delivered to the address shown on the signature page of this performance bond.
10. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work is performed any provision of this bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
  - 11.1 "Balance of the Contract Price" means the total amount payable by the CRCNV to the Contractor under the Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the CRCNV in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 11.2 "Contract" means the agreement between the CRCNV and the Contractor identified on the signature page, including all the Contract documents and changes thereto.
  - 11.3 "Contractor Default" means a failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 11.4 "CRCNV Default" means a failure of the CRCNV, which has neither been remedied nor waived, to pay the Contractor or to perform incomplete or comply with the other terms of this Contract.

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

### **1. Project Description.**

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

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2023.

### **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 Control Enclosure 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 Items shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada 89015.

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

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

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

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

#### **4. Work by the CRCNV.**

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-02.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBF-02, 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 November 15, 2022, and ending on or before December 5, 2022.

5.1 The anticipated Final Acceptance Date for all Equipment is December 5, 2022.

#### **6. Measurement and Payment.**

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

#### **7. Copies Of Documents.**

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

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

## **SECTION 700 SUBMITTALS**

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

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

#### **1.2 Submittal Types:**

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

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

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

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

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

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

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

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



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

## **2. Compliance Submittals.**

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 800 EQUIPMENT**

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

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

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

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

**3. Storage and Protection.**

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

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

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

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

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

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

**SECTION 1000A**  
**Certification Sheet**



**SECTION 1000**  
**13 34 23 23 TND**  
**Fabrication Substation Control Enclosure**

**SECTION 1010**  
**26 05 53 COM**  
**Electrical Identification**

**SECTION 1020**  
**26 24 16 TND**  
**Panelboards and Transformers**

**SECTION 1030**  
**26 36 00 TND**  
**Power Switching and Control Devices**

**SECTION 1040**  
**26 51 23 TND**  
**Substation Lighting and Receptacles**

**SECTION 1050**  
**33 72 33 16 TND**  
**Relay Switchboards**

**SECTION 1060**  
**33 72 33 33 TND**  
**Raceway and Boxes for Utility Substations**

**SECTION 1070**  
**33 72 33 36 TND**  
**Cable Tray and Wireway for Utility Substation**



**SECTION 1080**  
**33 72 33 43 TND**  
**Substation Battery, Charger, and Accessories**

**SECTION 1090**  
**33 72 43 TND**  
**Substation Wire, Cable, and Accessories**

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

<b><u>Drawing Number</u></b>	<b><u>Description</u></b>
ES-4106	Boulder Flats 230KV Switchyard AC Panel Layout
ES-4107	Boulder Flats 230KV Switchyard DC Panel Layout
ES-4108	Boulder Flats 230KV Switchyard Control Building Layout
ES-4109	Boulder Flats 230KV Switchyard Panel #1 Boulder Flats Mead Line Relay Panel Panel Arrangement
ES-4110	Boulder Flats 230KV Switchyard Panel #2 Boulder Flats Newport Line Relay Panel Panel Arrangement
ES-4111	Boulder Flats 230KV Switchyard Panel #3 Boulder Flats Solar Collector Line Relay Panel Panel Arrangement
ES-4112	Boulder Flats 230KV Switchyard Panel #4 Spare Panel Panel Arrangement
ES-4113	Boulder Flats 230KV Switchyard Panel #5 Breaker #182 & #282 Relay Panel Panel Arrangement
ES-4114	Boulder Flats 230KV Switchyard Panel #6 Breaker #382 Relay Panel Panel Arrangement
ES-4115	Boulder Flats 230KV Switchyard Panel #7 Metering Panel Panel Arrangement
ES-4116	Boulder Flats 230KV Switchyard Panel #8 Communications Panel Panel Arrangement
ES-4117	Boulder Flats 230KV Switchyard Panel #9 Synchronization Panel Panel Arrangement
ES-4133	Boulder Flats 230KV Switchyard Line Differential Relay 87L1P DC Schematic Diagram
ES-4134	Boulder Flats 230KV Switchyard Line Differential Relay 87L1P DC Schematic Diagram
ES-4135	Boulder Flats 230KV Switchyard Line Differential Relay 87L2P DC Schematic Diagram

ES-4136	Boulder Flats 230KV Switchyard Line Differential Relay 87L2P DC Schematic Diagram
ES-4137	Boulder Flats 230KV Switchyard Line Differential Relay 87L3P DC Schematic Diagram
ES-4138	Boulder Flats 230KV Switchyard Line Differential Relay 87L3P DC Schematic Diagram
ES-4139	Boulder Flats 230KV Switchyard Backup Line Differential Relay 87L1B DC Schematic Diagram
ES-4140	Boulder Flats 230KV Switchyard Backup Line Differential Relay 87L1B DC Schematic Diagram
ES-4141	Boulder Flats 230KV Switchyard Backup Line Differential Relay 87L2B DC Schematic Diagram
ES-4142	Boulder Flats 230KV Switchyard Backup Line Differential Relay 87L2B DC Schematic Diagram
ES-4143	Boulder Flats 230KV Switchyard Backup Line Differential Relay 87L3B DC Schematic Diagram
ES-4144	Boulder Flats 230KV Switchyard Backup Line Differential Relay 87L3B DC Schematic Diagram
ES-4145	Boulder Flats 230KV Switchyard 50BF182 Breaker Failure DC Schematic Diagram
ES-4146	Boulder Flats 230KV Switchyard 50BF182 Breaker Failure DC Schematic Diagram
ES-4147	Boulder Flats 230KV Switchyard 50BF282 Breaker Failure DC Schematic Diagram
ES-4148	Boulder Flats 230KV Switchyard 50BF282 Breaker Failure DC Schematic Diagram
ES-4149	Boulder Flats 230KV Switchyard 50BF382 Breaker Failure DC Schematic Diagram
ES-4150	Boulder Flats 230KV Switchyard 50BF382 Breaker Failure DC Schematic Diagram
ES-4154	Boulder Flats 230KV Switchyard RTAC DC Schematic Diagram
ES-4155	Boulder Flats 230KV Switchyard Misc. Power AC

	Schematic Diagram
ES-4156	Boulder Flats 230KV Switchyard Revenue Meter DC Schematic Diagram
ES-4157	Boulder Flats 230KV Switchyard PCB Synchronizing Select DC Schematic Diagram
ES-4158	Boulder Flats 230KV Switchyard Misc. Power DC Schematic Diagram
ES-4160	Boulder Flats 230KV Switchyard Communication Schematic Diagram
ES-4161	Boulder Flats 230KV Switchyard Fiber Patch Panel Diagram
ES-4162	Boulder Flats 230KV Switchyard OPGW Splice Diagram
ES-4163	Boulder Flats 230KV Panel 1 Test Switch Diagram
ES-4164	Boulder Flats 230KV Panel 2 Test Switch Diagram
ES-4165	Boulder Flats 230KV Panel 3 Test Switch Diagram
ES-4166	Boulder Flats 230KV Panel 5 Test Switch Diagram
ES-4167	Boulder Flats 230KV Panel 6 Test Switch Diagram
ES-4071	Boulder Flats 230KV Panel 7 Test Switch Diagram

$EP^2 \equiv (QA)^2$

July 13, 2022

Colorado River Commission  
Attention: Kathryn Aguilar-Logan

Re: RFQ No. 69CRC-S2079  
**EP<sup>2</sup>** Quote No. 34553

Dear Ms. Aguilar,

We are pleased to offer the following proposal:

1. One (1) 16' x 32' Control Enclosure and Nine (9) Relay Panels-----	\$ 825,963.00
2. Freight-----	\$ 32,810.00
3. Total Quoted Price-----	\$ 858,773.00

### **COMMERCIAL COMMENTS**

1. No sales or use taxes are included in the price.
2. Shipment of the equipment will be by truck to Las Vegas, NV; freight prepaid and included in the total price.
3. Transportation costs are based upon accessible site conditions adequate to support long-haul transportation equipment under heavy load conditions with no overhead, underground, and/or peripheral site obstructions.
4. Others will be responsible for developing the following drawings:
  - a. Structural
  - b. Layout/Front Views
  - c. AC/DC Schematics
  - d. Wiring Diagrams
  - e. Nameplate Lists
5. Delivery of the equipment will be thirty-four (34) weeks ARO due to a thirty (30) week lead-time for the panelboards.
6. AC power distribution one-line drawings must be received within one (1) week ARO to meet the initial control enclosure drawing submittals.
7. Off-loading and installation by GPC's non-union crew.



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321

(515) 262-8161 ■ Fax (515) 262-9461

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8. The price for site services has been included in our proposal price and is an estimate only. Site services are not based on site visit. The estimate is subject to change if actual site conditions require additional service, labor, and/or equipment.
9. Payment terms are 90% after delivery net thirty (30) days and the remaining 10% after Substantial Completion NTE ninety (90) days after delivery.
10. **EP<sup>2</sup>** does not accept credit card payments for projects over two thousand, five hundred dollars (\$2,500.00).
11. The price is firm and valid for thirty (30) days.
12. Electrical Power Products' Limited Warranty for the relay panels and 2-Year Limited Warranty for the control enclosure is included with our proposal package and shall apply to this project.
13. In compliance with the requirements of NERC CIP-013 Cyber Security Supply Chain Risk Management, **EP<sup>2</sup>** will not modify any network capable asset, such as a protective relay, server or network switch, unless a modification is requested by an authorized employee of the customer or their agent and agreed to by both **EP<sup>2</sup>** and the customer. This includes, but is not limited to, firmware updates, configuration settings, software installations and security updates. All network capable assets will be delivered with standard firmware, software and settings as delivered to **EP<sup>2</sup>** by the manufacturer of the asset, unless a change is requested as previously described. The customer shall be responsible for ensuring that all network capable assets specified are compliant with NERC CIP-013 Cyber Security Supply Chain Risk Management requirements and the customer's own cybersecurity requirements.

## **TECHNICAL COMMENTS**

1. Function testing the panels and control enclosure, as a complete unit, will be performed at Electrical Power Products' facility in Des Moines, Iowa prior to shipping.
2. The strap resistance and battery cell voltage will be measured on each battery system using an Alber Cellcorder at **EP<sup>2</sup>**'s facility. Test results will be provided with the control enclosure.
3. Please refer to the Bill of Material for a list of equipment provided by Electrical Power Products and Exhibit #1 for a list of equipment provided by the control enclosure manufacturer. If there are any changes made to the style numbers or quantities our price will be adjusted accordingly.



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4240 Army Post Road ■ Des Moines, Iowa 50321

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4. All style numbers followed by an asterisk (\*) on the Bill of Material represent style numbers or quantities that were not specified, incorrect, or obsolete. Either Electrical Power Products or the manufacturer/vendor chose style numbers or quantities for each of these items. Any changes made to the style numbers or quantities may reflect a change in the proposal price.
5. The Bill of Material was quoted per the layout drawings and material list provided with the request for quote only.
6. Our price includes one (1) hardcopy of the instruction manuals. Please note that some equipment manufacturers provide CD manuals in lieu of hardcopy manuals. If CD's are provided by the manufacturer, **EP<sup>2</sup>** will provide a copy of the CD with the instruction manual set

### **EXCEPTIONS**

1. Please refer to the control enclosure manufacturer's specification, included with the proposal package, for the control enclosure clarifications and exceptions.
2. Due to the current market volatility, **EP<sup>2</sup>** is only able to provide a thirty (30) day validity on this proposal.
3. No cap is listed for the liquidated damages. **EP<sup>2</sup>** will accept a 10% cap of the total quoted price.

Please visit the **EP<sup>2</sup>** web site at [www.ep2.com](http://www.ep2.com). The site presents details about our staff & capabilities.

Customers are always welcome for inspection trips to Electrical Power Products with prior notice.

We appreciate the opportunity to present this proposal.

If there are any questions, please contact me.





$EP^2 \equiv (QA)^2$

Sincerely,

**Joshua England**

Project Estimator

Electrical Power Products

4240 Army Post Road

Des Moines, Iowa 50321

(515)-262-8161

[jmenland@ep2.com](mailto:jmenland@ep2.com)



Electrical Power Products, Inc.

4240 Army Post Road ■ Des Moines, Iowa 50321

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EP<sup>2</sup> ≡ (QA)<sup>2</sup>

# Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 1</b>				
<b>BOM Assembly Name: PANEL 1 - BOULDER FLATS-MEAD LINE RELAY PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
000H	1	TOUCH UP	EP2	TOUCH UP PAINT
000J	1	BINDER	EP2	3" BINDER; ( ) INSTRUCTION MANUALS, ( ) VOLUMES EACH MANUAL
001	2	PDG12C0020TFFJ	EATON	20A 125VDC DC BREAKER
002	1	411L#L6EV	SEL	LINE PROTECTION RELAY (0411L0X4X5B6HHXH52424XX)
003	1	0311L1JHH325422XX, KEY 9635	SEL	LINE PROTECTION RELAY
004	2	FRXG014000000	ABB	TEST SWITCH
005	2	FRXG001001001	ABB	TEST SWITCH
006	1	EB25B12	GE	TERMINAL BLOCK, 12-POINT
007	2	EB27B04S	GE	SHORTING TERMINAL BLOCK, 4-POLE
008	1	GFRST20GY*	HUBBELL	20A GFCI RECEPTACLE

\*COULD NOT LOCATE PRICING ON 86498



EP<sup>2</sup> ≡ (QA)<sup>2</sup>

## Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
008A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
008B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
009	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
009A	600	WIRE MARKERS	EP2	WIRE MARKERS
010	11	NAMEPLATES	EP2	NAMEPLATES
011	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT) PRICE IS PER FOOT
011A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT) PRICE IS PER FOOT
012	8	PLATES	EP2	BLANK PLATES
013	2	USCC2I	GOULD	FUSE HOLDER
014	2	USCC3IN	GOULD	FUSE HOLDER
015	10	LP-CC-5	BUSS	FUSES



**EP<sup>2</sup> ≡ (QA)<sup>2</sup>**

# Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 2</b>				
<b>BOM Assembly Name: PANEL 2 - BOULDER FLATS-NEWPORT LINE RELAY PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
001	2	PDG12C0020TFFJ	EATON	20A 125VDC DC BREAKER
002	1	411L#L6EV	SEL	LINE PROTECTION RELAY (0411L0X4X5B6HHXH52424XX)
003	1	0311L1JHH325422XX, KEY 9635	SEL	LINE PROTECTION RELAY
004	2	FRXG014000000	ABB	TEST SWITCH
005	2	FRXG001001001	ABB	TEST SWITCH
006	14	EB25B12	GE	TERMINAL BLOCK, 12-POINT
007	4	EB27B04S	GE	SHORTING TERMINAL BLOCK, 4-POLE
008	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
008A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
008B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
009	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.



$EP^2 \equiv (QA)^2$

## Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
009A	600	WIRE MARKERS	EP2	WIRE MARKERS
010	11	NAMEPLATES	EP2	NAMEPLATES
011	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT) PRICE IS PER FOOT
011A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT) PRICE IS PER FOOT
012	8	PLATES	EP2	BLANK PLATES
013	2	USCC2I	GOULD	FUSE HOLDER
014	2	USCC3IN	GOULD	FUSE HOLDER
015	10	LP-CC-5	BUSS	FUSES



**EP<sup>2</sup> ≡ (QA)<sup>2</sup>**

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BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 3</b>				
<b>BOM Assembly Name: PANEL 3 - BOULDER FLATS-SOLAR COLLECTOR LINE RELAY PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
001	2	PDG12C0020TFFJ	EATON	20A 125VDC DC BREAKER
002	1	411L#L6EV	SEL	LINE PROTECTION RELAY (0411L0X4X5B6HHXH52424XX)
003	1	0311L1JHH325422XX, KEY 9635	SEL	LINE PROTECTION RELAY
004	2	FRXG014000000	ABB	TEST SWITCH
005	2	FRXG001001001	ABB	TEST SWITCH
006	14	EB25B12	GE	TERMINAL BLOCK, 12-POINT
007	6	EB27B04S	GE	SHORTING TERMINAL BLOCK, 4-POLE
008	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
008A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
008B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
009	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.



$EP^2 \equiv (QA)^2$

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Item	Qty	Style	Mfr	Description
009A	600	WIRE MARKERS	EP2	WIRE MARKERS
010	11	NAMEPLATES	EP2	NAMEPLATES
011	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT) PRICE IS PER FOOT
011A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT) PRICE IS PER FOOT
012	8	PLATES	EP2	BLANK PLATES
013	2	USCC2I	GOULD	FUSE HOLDER
014	2	USCC3IN	GOULD	FUSE HOLDER
015	10	LP-CC-5	BUSS	FUSES



**EP<sup>2</sup> ≡ (QA)<sup>2</sup>**

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BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 4</b>				
<b>BOM Assembly Name: PANEL 4 - SPARE PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
008	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
008A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
008B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
009	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
009A	10	WIRE MARKERS	EP2	WIRE MARKERS
010	1	NAMEPLATES	EP2	NAMEPLATES
011	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT) PRICE IS PER FOOT
011A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT) PRICE IS PER FOOT
012	12	PLATES	EP2	BLANK PLATES





EP<sup>2</sup> ≡ (QA)<sup>2</sup>

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Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 5</b>				
<b>BOM Assembly Name: PANEL 5 - BREAKER #182 &amp; #282 RELAY PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
001	2	PDG12C0020TFFJ	EATON	20A 125VDC DC BREAKER
002	2	035212421H424XX, KEY 7379	SEL	BREAKER FAILURE RELAY
003	2	FRXG014001001	ABB	TEST SWITCH
004	2	FRXG001001001	ABB	TEST SWITCH
005	2	2457D	ELE SW	BREAKER CONTROL SWITCH
006	2	116B6708G43W73G4	GE	GREEN LIGHT
007	4	116B6708G43W73R4	GE	RED LIGHT
008	2	7810E	ELE SW	LOCKOUT RELAY
009	2	116B6708G43W73A4	GE	AMBER LIGHT
010	1	FRXG001000001	ABB	TEST SWITCH
011	14	EB25B12	GE	TERMINAL BLOCK, 12-POINT
012	2	EB27B04S	GE	SHORTING TERMINAL BLOCK, 4-POLE



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Item	Qty	Style	Mfr	Description
013	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
013A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
013B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
014	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
014A	600	WIRE MARKERS	EP2	WIRE MARKERS
015	21	NAMEPLATES	EP2	NAMEPLATES
016	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT) PRICE IS PER FOOT
016A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT) PRICE IS PER FOOT
017	8	PLATES	EP2	BLANK PLATES
018	2	USCC2I	GOULD	FUSE HOLDER
019	2	USCC3IN	GOULD	FUSE HOLDER
020	13	LP-CC-5	BUSS	FUSES



EP<sup>2</sup> ≡ (QA)<sup>2</sup>

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Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 6</b>				
<b>BOM Assembly Name: PANEL 6 - BREAKER #382 RELAY PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
001	1	PDG12C0020TFFJ	EATON	20A 125VDC DC BREAKER
002	1	035212421H424XX, KEY 7379	SEL	BREAKER FAILURE RELAY
003	1	FRXG014001001	ABB	TEST SWITCH
004	1	FRXG001001001	ABB	TEST SWITCH
005	1	2457D	ELE SW	BREAKER CONTROL SWITCH
006	1	116B6708G43W73G4	GE	GREEN LIGHT
007	2	116B6708G43W73R4	GE	RED LIGHT
008	1	7810E	ELE SW	LOCKOUT RELAY
009	1	116B6708G43W73A4	GE	AMBER LIGHT
010	1	FRXG001000000	ABB	TEST SWITCH
011	14	EB25B12	GE	TERMINAL BLOCK, 12-POINT
012	2	EB27B04S	GE	SHORTING TERMINAL BLOCK, 4-POLE



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Item	Qty	Style	Mfr	Description
013	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
013A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
013B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
014	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
014A	600	WIRE MARKERS	EP2	WIRE MARKERS
015	11	NAMEPLATES	EP2	NAMEPLATES
016	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT) PRICE IS PER FOOT
016A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT) PRICE IS PER FOOT
017	10	PLATES	EP2	BLANK PLATES
018	2	USCC2I	GOULD	FUSE HOLDER
019	2	USCC3IN	GOULD	FUSE HOLDER
020	10	LP-CC-5	BUSS	FUSES



**EP<sup>2</sup> ≡ (QA)<sup>2</sup>**

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Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 7</b>				
<b>BOM Assembly Name: PANEL 7 - METERING PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
001	1	PDG12C0020TFFJ	EATON	20A 125VDC DC BREAKER
002	1	S8650A4C0H6C7B1A	SQD	REVENUE METER
003	1	FRXG014000000	ABB	TEST SWITCH
004	14	EB25B12	GE	TERMINAL BLOCK, 12-POINT
005	1	EB27B04S	GE	SHORTING TERMINAL BLOCK, 4-POLE
006	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
006A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
006B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
007	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
007A	400	WIRE MARKERS	EP2	WIRE MARKERS
008	3	NAMEPLATES	EP2	NAMEPLATES



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Item	Qty	Style	Mfr	Description
009	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT)  PRICE IS PER FOOT
009A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT)  PRICE IS PER FOOT
010	12	PLATES	EP2	BLANK PLATES
011	2	USCC2I	GOULD	FUSE HOLDER
012	2	USCC3IN	GOULD	FUSE HOLDER
013	6	LP-CC-5	BUSS	FUSES
014	2	LP-CC-2	BUSS	FUSES



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Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 8</b>				
<b>BOM Assembly Name: PANEL 8 - COMMUNICATIONS PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
001	3	PDG12C0020TFFJ	EATON	20A 125VDC DC BREAKER
002	1	3530#6CGG	SEL	REAL TIME AUTOMATION CONTROLLER
003	1	PER DESC*	GE JMUX	86430-01  JMUX EQUIPMENT SHELF  *PLEASE SEE ATTACHED "GE JMUX.PDF" FOR WHAT GE INCLUDED IN THE PRICING. ANY CHANGES TO THAT DOCUMENT WILL REQUIRE A CHANGE ORDER.
004	1	PER DESC*	GE JMUX	86431-43  JMUX DC POWER UNIT  *PLEASE SEE ATTACHED "GE JMUX.PDF" FOR WHAT GE INCLUDED IN THE PRICING. ANY CHANGES TO THAT DOCUMENT WILL REQUIRE A CHANGE ORDER.



EP<sup>2</sup> ≡ (QA)<sup>2</sup>

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Item	Qty	Style	Mfr	Description
005	1	PER DESC*	GE JMUX	86425  JMUX AC POWER UNIT  *PLEASE SEE ATTACHED "GE JMUX.PDF" FOR WHAT GE INCLUDED IN THE PRICING. ANY CHANGES TO THAT DOCUMENT WILL REQUIRE A CHANGE ORDER.
006	3	PER DESC*	GE JMUX	86417  JMUX OC-12 JMUX UNIT  *PLEASE SEE ATTACHED "GE JMUX.PDF" FOR WHAT GE INCLUDED IN THE PRICING. ANY CHANGES TO THAT DOCUMENT WILL REQUIRE A CHANGE ORDER.
007	2	PER DESC*	GE JMUX	86434  JMUX SERVICE UNIT  *PLEASE SEE ATTACHED "GE JMUX.PDF" FOR WHAT GE INCLUDED IN THE PRICING. ANY CHANGES TO THAT DOCUMENT WILL REQUIRE A CHANGE ORDER.
008	2	PER DESC*	GE JMUX	86498  JMUX ETHER-1000  *PLEASE SEE ATTACHED "GE JMUX.PDF" FOR WHAT GE INCLUDED IN THE PRICING. ANY CHANGES TO THAT DOCUMENT WILL REQUIRE A CHANGE ORDER.
009	1	2407#2FJD	SEL	IRIG CLOCK W/GPS-GNSS ANTENNA COMPLETE INSTALL KIT (24070A03B)
010	1	CCH-04U	CORNING	FIBER PATCH PANEL HOUSING
011	4	CCH-CP24-A9-P03RH	CORNING	0S2 FIBER PATCH PANELS W/PIGTAILS
012	2	2730U0ARAX1111AAAAX0, KEY 3166	SEL	ETHERNET SWITCH
013	1	RS-1215-RA	TRIPPLITE	OUTLET STRIP
014	1	SMT1500RM2UC	APC	UNINTERRUPTIBLE POWER SUPPLY





EP<sup>2</sup> ≡ (QA)<sup>2</sup>

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Item	Qty	Style	Mfr	Description
015	14	EB25B12	GE	TERMINAL BLOCK, 12-POINT
016	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
016A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
016B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
017	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
017A	600	WIRE MARKERS	EP2	WIRE MARKERS
018	7	NAMEPLATES	EP2	NAMEPLATES
019	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT) PRICE IS PER FOOT
019A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT) PRICE IS PER FOOT
020	12	PLATES	EP2	BLANK PLATES



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Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 9</b>				
<b>BOM Assembly Name: PANEL 9 - SYNCHRONIZATION PANEL</b>				
000A	1	CLOSED CUBICLE	EP2	26"W X 26"D X 90"H - CLOSED CUBICLE, INCLUDING GROUND BUS.
000B	1	RACK FRONT	EP2	RACK FRONT (INCLUDES RU PLATES AND RETMA)
000C	1	FREIGHT STD	EP2	INCOMING FREIGHT
000D	1	INTERCONNECTS	EP2	INTERCONNECTS
000E	1	16895K12	MCMaster	PORCELAIN SOCKET LAMP (KEYLESS)
000F	1	7680120	PHILLIPS	PHILLIPS 12A21/LED/822-27/E26/DDIM SCREW IN LED BULB
000G	1	CS115I	HUBBELL	SINGLE POLE LIGHTING SWITCH IVORY
000GA	1	660	RACO	UTILITY BOX
000GB	1	865	RACO	SP COVER, BOX, UTILITY, GALV
001	2	116B6708G43W73W5	GE	WHITE LIGHT
002	2	007-05GA-RSRS-C7	CROMPTON	VOLTMETERS
003	1	007-146A-PRAE-C6	CROMPTON	SYNCHROSCOPE
004	1	FRXG001000000	ABB	TEST SWITCH
005	3	2424E	ELE SW	SYNCHRONIZATION SELECT SWITCH
006	14	EB25B12	GE	TERMINAL BLOCK, 12-POINT
007	1	GFRST20GY	HUBBELL	20A GFCI RECEPTACLE
007A	1	670RAC	RACO	DUPLEX RECEPTACLE BOX
007B	1	2510	APPLETON	COVER, BOX TYPE, UTILITY KIND, METAL MATERIAL, DUPLEX RECEPTACLE STYLE 2" X 4" OR 2-1/8" X 4"
008	1	WIRE, LUGS, ETC.	EP2	WIRE, LUGS, TIE WRAPS, FASTENERS, ETC.
008A	600	WIRE MARKERS	EP2	WIRE MARKERS
009	10	NAMEPLATES	EP2	NAMEPLATES



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Item	Qty	Style	Mfr	Description
010	14	TYD2X3WPG6	THOMAS & BETTS	2"W X 3"D PLASTIC WIRING DUCT (6FT)  PRICE IS PER FOOT
010A	14	TYD2CPG6	THOMAS & BETTS	2" PLASTIC WIRING DUCT COVER (6 FT)  PRICE IS PER FOOT
011	10	PLATES	EP2	BLANK PLATES



EP<sup>2</sup> ≡ (QA)<sup>2</sup>

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Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 801</b>				
<b>BOM Assembly Name: TERMINATION CABINET</b>				
001	1	TERM CAB*	EP2	TERMINATION CABINET, 72" WIDE X 20" DEEP X 90" TALL, WITH OPEN TOP & BOTTOM, DOUBLE DOORS AND THREE POINT LATCHES.  *QUOTING EP2 STANDARD TERM CAB PER EMAIL 6/17/22.
002	64	EB25B12*	GE	12 PT TERMINAL BLOCK  *QTY & STYLE # NOT SPECIFIED



EP<sup>2</sup> ≡ (QA)<sup>2</sup>

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Item	Qty	Style	Mfr	Description
<b>BOM Assembly No.: 1000</b>				
<b>BOM Assembly Name: ENCLOSURE ITEMS</b>				
000A	1	ENCLOSURE	GLOBAL POWER	16' X 32' - CONTROL ENCLOSURE - PLEASE SEE THE EXHIBIT #1 FOR THE ENCLOSURE MANUFACTURER'S MATERIAL LIST, EXCEPTIONS, AND CLARIFICATIONS.
000B	1	ENCLOSURE FREIGHT	EP2	INCOMING ENCLOSURE FREIGHT
000C	1	SITE SERVICES	GLOBAL POWER	SITE SERVICES: CRANE, OFFLOADING, AND ASSEMBLY
000CA	1	2 YEAR WARRANTY	GLOBAL POWER	2-YEAR WARRANTY ON ENCLOSURE.
000D	2	SERVICES EP2	EP2	SERVICES
000E	9	PANEL INSTALL	EP2	LABOR AND MATERIAL TO INSTALL CONTROL PANELS IN ENCLOSURE
000F	1	SIGNS & NAMEPLATES	EP2	1 LOT SIGNS & NAMEPLATES
000G	1	CONDUIT AND WIRE	EP2	1 LOT OF CONDUIT AND WIRE.
000H	1	CABLE TERMINATION	EP2	CONTROL CABLE & TERMINATION AT PANELS
000J	20	COMM CABLES	EP2	COMMUNICATION CABLES
000K	1	TERM CAB INSTALL	EP2	LABOR AND MATERIAL TO INSTALL TERMINATION CABINET IN ENCLOSURE
000KA	64	TERM BLOCK WIRING	EP2	LABOR TO WIRE TERMINAL BLOCKS IN TERMINATION CABINET



$EP^2 \equiv (QA)^2$

## Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
001	2	DC PANEL	CUTLER	<p>A. GENERAL:</p> <ol style="list-style-type: none"><li>1. HEAVY-DUTY TYPE WITH VOLTAGE AND AMPERE RATINGS AS INDICATED.</li><li>2. ENCLOSURES OF THE FOLLOWING TYPES:<ol style="list-style-type: none"><li>A. NEMA 1 - GENERAL PURPOSE FOR INDOOR NONHAZARDOUS LOCATIONS.</li><li>B. NEMA 3R - RAIN-TIGHT FOR OUTDOOR LOCATIONS.</li></ol></li><li>3. PANELBOARDS IN CODE GAUGE, HOT-DIPPED GALVANIZED SHEET METAL BOXES WITH CODE GAUGE STEEL TRIM AND FINISHED WITH A RUST INHIBITING COATING AND ANSI Z55.1.61 NO. 61 LIGHT GRAY PAINT.</li><li>4. HINGED DOOR WITH LOCK AND CATCH COMBINATION IN THE FRONT TRIM OF ALL PANELBOARDS.</li><li>5. PHENOLIC NAMEPLATE ON FRONT OF PANEL ENGRAVED WITH THE PANELBOARD DESIGNATION. NAMEPLATE TO BE APPROXIMATELY 1 INCH BY 3 INCHES WITH 3/8-INCH CHARACTERS.</li><li>6. BREAKERS WITH TRIP RATING AND NUMBER OF POLES AS INDICATED.</li><li>7. FUTURE BREAKER SPACE FOR THE NUMBER OF POLES AS INDICATED.</li><li>8. COPPER MAIN BUSES OF THE CAPACITY INDICATED.</li><li>9. THE SHORT-CIRCUIT CURRENT RATING OF THE ASSEMBLED PANELBOARD SHALL BE EQUAL TO OR GREATER THAN THE INTERRUPTING CAPACITY OF THE HIGHEST RATED BRANCH BREAKER.</li></ol> <p>C. 125VDC PANELBOARDS:</p> <ol style="list-style-type: none"><li>1. RATED 250VDC, 2 WIRE, MAIN LUGS ONLY.</li><li>2. PROVIDE INDICATED AMPERE FRAME SIZE THERMAL MAGNETIC BREAKERS WITH NONINTERCHANGEABLE TRIP UNITS.</li><li>3. PROVIDE INDICATED AMPERE FRAME SIZE THERMAL MAGNETIC BREAKERS WITH INTERCHANGEABLE TRIP UNITS.</li><li>4. BREAKERS SHALL HAVE A MINIMUM INTERRUPTING CAPACITY OF (10,000) AMPERES AT 250VDC.</li><li>5. EATON (POW-R-LINE 3)</li></ol>
001A	2	DC PANEL INSTALL	EP2	MATERIAL AND LABOR TO INSTALL DC PANEL



$EP^2 \equiv (QA)^2$

## Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
002	4	DH224FGK*	CUTLER	SAFETY SWITCHES, NEMA 1, 100A FUSED, 125VDC  *STYLE # NOT SPECIFIED
002A	4	SAFETY SWITCH INSTALL	EP2	MATERIAL AND LABOR TO INSTALL SAFETY SWITCH.
002B	8	FRN-R-100	BUSS	BUSS FRN-R-100 FUSETRON DUAL-ELEMENT
003	2	3CC-3M*	ENERSYS	2.02 SUBSTATION BATTERY:  A. RATINGS: 1. TYPE: LEAD CALCIUM. 2. NOMINAL VOLTAGE (DC): 125VDC. 3. VOLTAGE OPERATING RANGE: 105 TO 130VDC. 4. NUMBER OF CELLS: 60. 5. 50-AMP-HOUR CAPACITY. 6. 1.215 SPECIFIC GRAVITY AT RATED CAPACITY.  B. HEAVY GRID NEGATIVE PLATES AND MICROPOROUS SEPARATORS.  C. HOUSING OF HEAT-RESISTANT, SHOCK-ABSORBING POLYCARBONATE WITH COVER AND CASE CEMENTED TOGETHER FOR PERMANENT LEAKPROOF BOND.  D. TWO TERMINAL POSTS PER UNIT WITH ALL NECESSARY INTERUNIT AND INTERSTEP CONNECTORS AND LUGS. 1. ALL TERMINAL POSTS SHALL HAVE A PLAN AREA OF AT LEAST ONE SQUARE INCH. 2. ALL INTERUNIT AND INTERSTEP CONNECTORS SHALL BE DOUBLE AND INDEPENDENTLY BOLTED. 3. ALL CONNECTOR BOLTS, NUTS, ETC., SHALL BE MADE OF STAINLESS STEEL AND OF 5/16-INCH MINIMUM DIAMETER.  *STYLE # NOT SPECIFIED
003A	1	BATTERIES FREIGHT	ENERSYS	INCOMING FREIGHT FOR BATTERIES.
003B	2	BATTERY INSTALL	EP2	LABOR AND MATERIAL TO INSTALL BATTERIES.



EP<sup>2</sup> ≡ (QA)<sup>2</sup>

## Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
003C	1	BATTERY ACCESSORIES	ENERSYS	B. FURNISH ONE EACH OF THE FOLLOWING: 1. CELL LIFTER. 2. PORTABLE HYDROMETER SYRINGE. 3. VENT PLUG HYDROMETER SYRINGE. 4. VENT HOLE THERMOMETER. 5. SET OF CONNECTION BOLT WRENCHES. 6. SET OF CELL NUMBERS. 7. ANTI-CORROSION COMPOUND FOR BATTERY CONNECTIONS.
004	2	UC4L2T084AP*	ENERSYS	A. BATTERY RACK: 1. TWO TIER. 2. CONSTRUCTED OF STEEL AND PAINTED WITH TWO COATS OF ACID-RESISTANT GRAY PAINT. 3. DESIGNED FOR SEISMIC ZONE AS SPECIFIED IN 13 34 23 23 TND.  *STYLE # NOT SPECIFIED
004A	1	BATTERY RACK FREIGHT	ENERSYS	INCOMING FREIGHT FOR BATTERY RACK.
004B	2	BATTERY RACK INSTALL	EP2	LABOR AND MATERIAL TO INSTALL BATTERY RACK.
004C	2	BATTERY RACK SHORING	EP2	SHORING OF BATTERY RACK
005	2	SPILL CONTAINMENT TIER	EP2	SPILL CONTAINMENT TIER
005A	1	SPILL CONTAINMENT FREIGHT	EP2	INCOMING FREIGHT FOR SPILL CONTAINMENT
005B	2	SPILL CONTAINMENT INSTALL	EP2	LABOR AND MATERIAL TO INSTALL SPILL CONTAINMENT SYSTEM





$EP^2 \equiv (QA)^2$

## Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
006	2	A77D-75-130V-B1-60L*	LA MARCHE	<p>2.03 SUBSTATION BATTERY CHARGER:</p> <p>A. RATINGS:</p> <p>1. INPUT:</p> <p>A. VOLTAGE: 240VAC.</p> <p>B. PHASE: 1.</p> <p>C. FREQUENCY: 60 HZ.</p> <p>2. OUTPUT:</p> <p>A. VOLTAGE: ADJUSTABLE FROM 125 TO 140VDC.</p> <p>B. CURRENT: 75A DC.</p> <p>B. AUTOMATIC, FLOAT VOLTAGE, SELF-REGULATING AMPERES DC, FILTERED, CONSTANT VOLTAGE, FULL-WAVE RECTIFIER TYPE WITH SILICON CONTROLLED RECTIFIER ELEMENTS.</p> <p>C. INCLUDE THE FOLLOWING FEATURES AND EQUIPMENT:</p> <p>1. INPUT AC INSULATED CASE CIRCUIT BREAKER.</p> <p>2. OUTPUT DC INSULATED CASE CIRCUIT BREAKER.</p> <p>3. OUTPUT DC VOLTMETER AND AMMETER, WITH 2% ACCURACY.</p> <p>4. INPUT AC FAILURE ALARM RELAY (PLR).</p> <p>5. GROUND DETECTOR SWITCH (GDS).</p> <p>6. OUTPUT DC FAILURE ALARM RELAY (LVR).</p> <p>7. OUTPUT DC HIGH-VOLTAGE ALARM RELAY (HVR).</p> <p>8. 0- TO 72-HOUR MANUALLY ADJUSTABLE EQUALIZING TIMER TO PROVIDE AUTOMATIC RETURN FROM EQUALIZING CHARGE RATE.</p> <p>9. ADJUSTMENT OF FLOAT VOLTAGE TO 2.15V PER CELL.</p> <p>10. ADJUSTMENT OF EQUALIZING VOLTAGE TO 2.20 TO 2.33V PER CELL.</p> <p>11. SURGE SUPPRESSION DEVICES FOR PROTECTION AGAINST SYSTEM TRANSIENT VOLTAGES AND ABLE TO AVOID SELF-DESTRUCTION UPON DISCONNECTING THE LOAD TERMINAL MOMENTARILY.</p> <p>12. CURRENT LIMITING PROTECTION TO LIMIT CURRENT EVEN ON SHORT CIRCUIT DIRECTLY ON CHARGER OUTPUT TERMINALS.</p> <p>D. CHARGER PERFORMANCE SHALL MEET THE FOLLOWING REQUIREMENTS:</p> <p>1. MAINTAIN ADJUSTED OUTPUT VOLTAGE (WHICH MAY BE SET AT ANY VALUE IN THE RANGE BETWEEN 125 AND 140VDC) WITHIN <math>\pm 1/2\%</math> OF ITS</p>



$EP^2 \equiv (QA)^2$

## Bill of Materials

Date: 7/13/2022

EP2 QUOTE 34553  
B&MCD / COLORADO RIVER COMMISSION  
BOULDER FLATS SWITCHYARD

Item	Qty	Style	Mfr	Description
				ADJUSTED VALUE FROM NO LOAD TO FULL LOAD EVEN WITH INPUT VOLTAGE VARIATION OF $\pm 10\%$ . 2. MAINTAIN OUTPUT VOLTAGE AUTOMATICALLY WITHOUT REQUIREMENT FOR VOLTAGE READJUSTMENT. 3. AUTOMATICALLY VARY THE CHARGING RATE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBSTATION BATTERY.
				E. CHARGER ENCLOSURE TO BE WALL-MOUNTED OR FREE-STANDING, FLOOR-MOUNTED, NEMA 1 VENTILATED STEEL CABINET WITH HINGED FRONT DOOR ON WHICH CONTROLS AND INSTRUMENTS ARE MOUNTED.
				F. FINISH TO BE THE MANUFACTURER'S STANDARD.
				*STYLE # NOT SPECIFIED
006A	1	CHARGER FREIGHT	LA MARCHE	INCOMING EQUIPMENT FREIGHT FOR BATTERY CHARGER.
006B	2	CHARGER INSTALL	EP2	LABOR AND MATERIAL TO INSTALL BATTERY CHARGER.
007	1	6JD83	FEND-ALL	FEND-ALL EMERGENCY EYEWASH STATION, GRAVITY FED, PURE FLOW 1000
007A	1	6JD84	FEND-ALL	3.5 GALLON EYESALINE SOLUTION CARTRIDGES
008	2	4T889	KIDDE	KIDDE FIRE EXTINGUISHER - ABC - DRY CHEMICAL - 10LBS
008A	2	5T909	KIDDE	WALL HOOK FOR FIRE EXTINGUISHER
009	1	FIBER TRAY SHORT	EP2	FIBER TRAY - SHORT RUN
010	1	ANTENNA INSTALL	EP2	INSTALLATION OF GPS ANTENNA



$EP^2 \equiv (QA)^2$

## **ELECTRICAL POWER PRODUCTS'** **LIMITED WARRANTY**

**Electrical Power Products** warrants equipment supplied to be free from defects in material and workmanship under normal conditions of use and service.

Any item found to be defective would be repaired or replaced at the option of **Electrical Power Products**.

### **Warranty Period**

The Warranty is for a period of one (1) year after the equipment is put in service or eighteen (18) months after delivery, whichever occurs first.

The defective equipment must be returned to **Electrical Power Products**, transportation charges prepaid.

The new or repaired equipment will be returned to the Owner, transportation charges prepaid.



# GPC - Exhibit #1 - Q34553

Project Information				
Project Name: Boulder Flats Substation Project Site: Las Vegas, NV Specs Received On: 6/20/2022				
Site Conditions		Structural Specifications		
Exterior Ambient (F)	Interior Temperature (F)	Wind Load	Roof Load	Floor Load
Max: 115° Min: 19°	Max: 80° Min: 60°	109MPH	30PSF	250PSF
Indoor Classification	Outdoor Classification	Base Deflection	Risk Category	Site Class
General Purpose, Non-Hazardous	General Purpose, Non-Hazardous	L/240	IV	D
<b>Notes &amp; Clarifications</b> <ol style="list-style-type: none"> <li>1 Only power and control wiring specifically delineated in this Bill of Material is included in our proposal. Any additional wiring shall represent additional cost and require additional time to complete.</li> <li>2 No field work is included in our proposal. Support piers are assumed to be provided by others. We can provide an adder price if required.</li> <li>3 GPC is not responsible for providing or installing any equipment other than as described in and as specified in, the following BOM.</li> <li>4 Heat losses have been estimated and need verification. Please note that variances in these may affect HVAC and final price.</li> <li>5 Building is quoted as our standard light gauge prefabricated panel design. (2.04.G)</li> <li>6 Stairs &amp; platforms are not included. If required, we can include these for an additional cost.</li> <li>7 We take exception to copper ground pads and have provided our standard stainless steel. (2.04.D.7, 2.07)</li> <li>8 We take exception to providing cellulose or dow blue board insulation and have provided our standard spray applied polyurethane insulation. (2.04.E.6)</li> <li>9 We take exception to screened ventilation openings in the attic space as this is not required by our design to prevent condensation. (2.04.G.12)</li> <li>10 We take exception to extended roofs over end and side walls, and will provide our standard gabled roof with gutters and downspouts. (2.04.H.9)</li> <li>11 We take exception to factory leak/rain test as our standard design has been tested to NEMA3R and IP55 standards. (2.04.H.6)</li> <li>12 We take exception to the paint warranty specified and have provided our standard one year warranty. Building paint performance and useful life will exceed the longevity requested if adequate preventative measures are taken. (2.01.A.2)</li> <li>13 Site services assumes a single day on site for the site supervisor and crane. Additional days will be charged accordingly.</li> </ol>				
<b>General Warranty</b> All materials and workmanship shall be guaranteed by manufacturer (parts and labor) for a period of one year following shipment of the Equipment Center. Equipment Center shall be guaranteed for coating adhesion and integrity per ASTM Standards under normal ambient and operating conditions for a period of one year following shipment. Escalation charges will apply if order is released for production or receipt of all customer supplied equipment occurs after six (6) months from receipt of Purchase Order.				

# Bill of Materials

## Control Building

Qty	Part #	Description
1	SHP - 100	32'0" L x 16'0" W x 10'0" Ceiling Empty: 30,720# Equip: 2,000# Total: 32,720#
<b>Design</b>		
1	BLD-100	Structural Design Calculations - Performed by a Professional Engineer registered in the State of Final Destination. Extra cost could result for any changes to the Equipment Center affecting the layout and/or design after the performance of these calculations.
<b>Materials</b>		
1	MAT-000	Structural steel frame fabricated from steel channel, wide flange & angle sections forming a self supporting grid to support floor (if present) or brace for shipment as required. - Steel Grade: ASTM A572 (C10 and larger) or ASTM A36 (C8 and smaller) - (1) Set of REMOVABLE lift lugs (Due to shipping considerations these items ship loose) - All welding to be in accordance with the latest revision of AWS D1.1 Structural Welding Code. - All bolts for field assembly of primary structural members (where required) shall be high strength bolts conforming to ASTM A-325 and a minimum of 5/8" Diameter. - All bolts for field assembly of secondary structural members (where required) shall conform to ASTM A-307 and be a minimum of 1/2" Diameter.
1	MAT-100	1/4" Floor Plate
1	MAT-101	Rodent Barrier 10 ga
1	MAT-275	Exterior Walls - 26GA Ribbed Panel - Exposed Fastener- Kynar 500 PVDF Coated Galvalume
1	MAT-375	Roof Panels - 24GA Standing Seam Panels - Straited - Kynar 500 PVDF Coated Galvalume
1	MAT-475	Interior Walls - 22GA Liner Panel - Concealed Fastener - Kynar 500 PVDF Coated Galvalume
1	MAT-575	Ceiling Panels - 22GA Liner Panel - Concealed Fastener - Kynar 500 PVDF Coated Galvalume
17	MAT-605	Linear Feet of Interior Partition Wall
<b>Insulation</b>		
1	INS-120	Insulation Ceiling - 9 1/2" R30 Fiberglass Batt
1	INS-150	Insulate Ceiling - Continuous Thermal Break - 2.0" R7 Fiberglass Blanket
1	INS-160	Vapor Barrier - Ceiling - 4 Mil Poly
1	INS-211	Insulate Exterior Walls - 3.5" R15 Fiberglass Batt
1	INS-250	Insulate Exterior Walls - Continuous Thermal Break - 2.0" R7 Fiberglass Batt
1	INS-260	Vapor Barrier - Exterior Walls - 4 Mil Poly
5	INS-300	Insulation Floor - Inch(es) of Spray Applied Polyurethane Insulation- R Value = 7.0 per inch thick- Fire Resistant (Flame Spread Rating < 25)
<b>Doors</b>		
3	DOR-680	Warning Sign (Brady 40667) - Sign "Danger High Voltage / Keep Out" - Sign "Danger Electrical Equipment / Authorized Personnel Only"
3	DOR-200	EXTERIOR #3070 Galvanized Personnel Door - 16ga with Top Cap, Polystyrene Insulation; UL Listed, 1.5 Hour Fire Rating

# GPC - Exhibit #1 - Q34553

- 16ga Galvanized Single Rabbet Frame with 3 1/8" Jamb Depth UL Fire Rated
- (1) Perimeter Bulb Weather Strip
- (3) Stainless Steel Hinges
- (1) Aluminum Threshold
- (1) Neoprene Sweep
- (1) Drip Shield
- (1) Norton Auto Closer

- |   |         |   |
|---|---------|---|
| 3 | DOR-610 | Stainless Steel Panic Hardware (Von Duprin 22EO-F SP28) <ul style="list-style-type: none"><li>- Lever Handle (Von Duprin 230L SP28)</li><li>- Cylinder Lock (Schlage 20-001 C123)</li></ul> |
| 1 | DOR-620 | Removable Transom   |
| 2 | DOR-640 | Intrusion Alarms (Edwards 60 Series Magnetic Switch) <ul style="list-style-type: none"><li>- Contacts wired back to Junction Box</li></ul>  |
| 2 | DOR-645 | Electric Strike Plate and Door Latches (HES 2MXL4) <ul style="list-style-type: none"><li>- Provisions for Card Readers</li><li>- Contacts wired back to Junction Box</li></ul>              |

## Paint

- |   |         |  |
|---|---------|--|
| 1 | PNT-200 | Exterior Coating - Kynar 500 PVDF - Color: TBD   |
| 1 | PNT-205 | Interior Coating - Kynar 500 PVDF - Color: TBD   |
| 1 | PNT-210 | Floor Coating - Chemline Non-Skid Gray   |
| 1 | PNT-250 | Kynar 500 PVDF Paint System <ul style="list-style-type: none"><li>-70% PVDF (fluoropolymer) resin - coil coated</li><li>-Formulated to not crack, check, peel (lose adhesion), chalk or fade over time.</li></ul>  |
| 1 | PNT-260 | Base Frame Paint System<br>Resistance: <ul style="list-style-type: none"><li>- Corrosion Resistance (Salt Spray ASTM B-117): &gt;3000 Hours</li><li>- Humidity Resistance (ASTM 2247): 2000 Hours</li><li>- Tabor Abrasion (ASTM D4060): 204mg Loss</li><li>- Gravel-o-Meter (ASTM D3170): 4 Chips to Substrate &lt;2mm</li><li>- IEEE C57.12.29 (2014) Enclosure Integrity for Coastal Environments</li><li>- Chemical Resistance: Acetic, Nitric, Sulphuric, Citric, Hydrochloric, Phosphoric, Sodium Hydroxide</li></ul> Exterior Surfaces: <ul style="list-style-type: none"><li>- Clean exterior surfaces to SSPC-SP3 and SSPC-SP10</li><li>- Primer Base Frame<ul style="list-style-type: none"><li>+ Apply HSP-2128 Polyurethane Primer - DFT 1.7 – 2.2 mil</li></ul></li><li>- Finish – High Solids Polyurethane<ul style="list-style-type: none"><li>+ Apply AUE-280 Polyurethane Topcoat - DFT 1.7 to 2.2 mils</li></ul></li></ul> |

## Electrical

- |   |         |   |
|---|---------|---|
| 1 | ELE-100 | CONDUIT Interior - 4x4 Perimeter Wireway AND Exposed EMT Conduit (set screw fittings) as required by NEC <ul style="list-style-type: none"><li>- 3/4"Ø minimum ANSI C80.3</li></ul> CONDUIT Exterior - Exposed Rigid Galvanized Conduit as required by NEC <ul style="list-style-type: none"><li>- 3/4"Ø minimum ANSI C80.1</li><li>- Note #1: We reserve the right to use ladder type aluminum cable tray and/or perimeter wireway for internal cable routing.</li><li>- Note #2: For electrical devices only having 1/2" knock-outs, 1/2" reducers/nipples may be employed.</li></ul> |
| 1 | ELE-155 | Power Wiring - Type "XHHW" #12AWG Stranded Minimum <ul style="list-style-type: none"><li>- Temperature Rating - 90°C Dry and Wet</li><li>- Jacket - Cross-Linked Polyethylene (XLPE)</li><li>- Insulation - Thermoset</li><li>- Where color availability is limited due to wire size or type, ends of cables may be color coded with tape at the connection points.</li><li>- HVAC Controls #18AWG Thermostat Cable</li></ul>   |

# GPC - Exhibit #1 - Q34553

15	ELE-235	LED Interior Light, Class 1 Div. II Rated - Holophane HMRL-8-L-4-AS-TG - 4' Shatter Resistant Tempered Glass - 74W, 7660 Lumens, 120-277VAC - Listings: UL Certified, Class 1, Division 2 Groups A, B, C, D
6	ELE-250	Switch - 20A - M Power Circuit - 120V, 1 Phase 20A, Qty (1)
6	ELE-300	Duplex Interior Receptacle GFCI - 125V, 20A, Specification Grade - Hubbell GFTWRST20I - Interior Cover (Steel City RS) - NEMA Configuration 5-20R
2	ELE-305	Duplex Exterior Receptacle GFCI - 125V, 20A, Specification Grade - Hubbell GFTWRST20I - Exterior Cover (ML500G) - NEMA Configuration 5-20R
3	ELE-215	LED Emergency Light / Exit Sign (Red) - Hubbell LED1EMRWW - Note: This item must be powered every 4-6 weeks during storage to prevent battery failure and meet manufacturer's warranty requirements. - M Power Circuit - 120V, 1 Phase 20A, Qty (1)
5	ELE-240	LED Exterior Light, Wall Mount with Stanchion - Holophane HPLED425304K12USGP555C - 4000K, Gray, 120/277 VAC - Listings: UL Certified, Class 1, Division 2 Groups A, B, C, D - M Power Circuit - 120V, 1 Phase 20A, Qty (1)
1	ELE-550	AC Junction Box & Power Terminal Blocks - 18"x18"x6" NEMA 12 Enclosure - Power Distribution Block (Ilsco PDB-22-500-3)
1	ELE-550	Alarm Junction Box & Terminal Blocks - 14"x14"x6" NEMA 12 Enclosure - 48 Terminals with End Blocks and Caps
2	ELE-450	Disconnect Heavy Duty NEMA 3R, 600V, 30A, Non-Fusible, HU361RB - Three Ø, Three Pole (4 Wire) - M Power Circuit - 30A, Qty (1)
2	PAN-153	EATON AC Panel Board 1Ø, 3W, 120/240V - 400A Main Breaker - 30 Circuit, 10KAIC - NEMA 1 Surface Mount Box, Cover with Ground Bar - Includes breakers required for utility circuits
1	ATS-170	ASCO Automatic Transfer Switch - 2P, 240/120V, 400A - M Power Circuit by Others

## Grounding

4	GRD-110	Ground Pads - 4 Hole Stainless Steel Welded
4	GRD-115	Ground Lug #4/0 (Burndy #QA28-2N)
94	GRD-100	Linear Feet of Copper Bar Ground Loop 2"x1/4"
65	GRD-105	Linear Feet of #4/0 Tinned Copper Cable Ground Loop in Cable Tray
2	GRD-120	Ground Drops from Ground Loop to Ground Lugs @ Base or Equipment Ground Bus
4	GRD-125	Ground Drops from Ground Loop to Small Equipment

## Cable Tray

7	CBT-115	Ladder Type Aluminum (per fitting) 24" wide x 6" depth - Strut supports anchored to ceiling
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# GPC - Exhibit #1 - Q34553

- All-thread hanger rods
- Trapeze strut supports

## HVAC

- |   |         |  |
|---|---------|--|
| 2 | HVC-120 | Bard 2-Ton Wall Mount HVAC Unit <ul style="list-style-type: none"><li>- W24AB- A05BP1XXJ</li><li>- Wall Mount w/ 5 KW Heat</li><li>- Supply &amp; Return Grills</li><li>- Energy Efficiency Rating: 11</li><li>- M Power Circuit, 208/230V, 1P</li></ul>   |
| 1 | HVC-507 | MC4002- B Lead Lag Controller <ul style="list-style-type: none"><li>- Controls 2 Units</li><li>- High/Low Pressure Alarms</li><li>- LCD screen, Status LEDs indicate HEAT, COOL, POWER</li><li>- Dry contacts for remote alarm/notification</li><li>- Control Circuit - 24V, Qty (1) #18AWG Thermostat Cable [AC Unit to Thermostat]</li></ul>   |
| 1 | EXH-200 | Intake Louver 12"x12" <ul style="list-style-type: none"><li>- Bird Screen</li><li>- Aluminum Damper</li><li>- Aluminum Mesh Filter THR-AIR12121</li></ul>  |
| 1 | EXH-160 | Battery Vent Fan 8" Aluminum Panel (Canarm SD08XPF) <ul style="list-style-type: none"><li>- Class 1, Div 2, Group D Hazardous Area</li><li>- Timer (Intermatic ET1125C)<ul style="list-style-type: none"><li>+ Mounted outside battery room</li><li>+ Operation Mode: 1 Minute - 24 Hr</li><li>+ SPST, 120V, 30A</li></ul></li><li>- Thermostat (When Applicable), Remote Bulb</li></ul> |

## Fire & Safety

- |   |         |  |
|---|---------|--|
| 2 | FRS-100 | Smoke/Heat Detector <ul style="list-style-type: none"><li>- 120/220VAC w/ 9VDC Battery Back-up</li><li>- Gentex 9123TF</li></ul> |
| 1 | FRS-125 | Hydrogen Detector (SBS HGDI-DR) <ul style="list-style-type: none"><li>- 1%, 2% Form C Contacts</li></ul>                         |

## Accessories

- |   |         |  |
|---|---------|--|
| 2 | MAT-650 | Floor Cutout <ul style="list-style-type: none"><li>- Removable 12ga Galvanized Gasketted Cover</li></ul> |
| 3 | MAT-651 | Wall Cutout <ul style="list-style-type: none"><li>- Removable 12ga Galvanized Gasketted Cover</li></ul>  |
| 2 | MAT-730 | Gutters  |
| 6 | MAT-731 | Downspouts   |





## Boulder Flats Solar Interconnect

Schedule as of: 7/13/2022

## Detail Bill of Material

**Project Name:** RFQ: 34553  
**General Order No:**

**Negotiation No:** D26D0707X2K2  
**Alternate No:** 0000

Item No.	Qty	Product	Description
	2	Panelboards	42 Circuits, 225A, Fully Rated, 250V DC 2W Ungrounded, Copper Bus, 10kAIC, 100A, HFD Main Breaker[Top Fed], Surface Mounted
		<b>Catalog No</b>	P2K225BT42CH01
		<b>Designation</b>	DC PANEL
	<b>Qty</b>	<b>List of Materials</b>	
	1	100A, HFD Main Breaker	
	1	225A, Through-Feed Lugs	
	18	20A, 2P GHB Branch Breaker	
	6	1P GHB Branch Provision Only	
	1	Copper Main Bus, 225 Amps	
	1	Std. Bolted Al Ground Bar (Al/Cu Cable)	
	1	Panel Nameplate - White with Black Letters	
	1	Type 1 Enclosure: EZB2060R	
	1	EZ Trim, Door in Door, Concealed Hardware: EZT2060S	

Item No.	Qty	Product	Description
	4	Safety Switches	Safety Switches
		<b>Catalog No</b>	DH224FGK
		<b>Designation</b>	DH224FKG
	<b>Qty</b>	<b>List of Materials</b>	
	1	Heavy Duty Switch - Fusible, 2-Pole, 240 VAC, 200 A, NEMA 1	

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

**Main Breaker 100A  
HFD3100, Vert Mtd.**

1	GHB2020	GHB2020	2
3			4
5	GHB2020	GHB2020	6
7			8
9	GHB2020	GHB2020	10
11			12
13	GHB2020	GHB2020	14
15			16
17	GHB2020	GHB2020	18
19			20
21	GHB2020	GHB2020	22
23			24
25	GHB2020	GHB2020	26
27			28
29	GHB2020	GHB2020	30
31			32
33	GHB2020	GHB2020	34
35			36
37	PROV	PROV	38
39	PROV	PROV	40
41	PROV	PROV	42

**Through-Feed Lugs  
225A**

**Blank Cover  
11 inches**

**General Information**

**(Section 1 of 1)**

**Service Voltage:** 250V DC 2W Ungrounded  
**Bus Rating & Type:** 225A Copper  
**Ground Bar:** Std. Bolted Aluminum, Al or Cu cable  
**S.C. Rating:** 10k A.I.C. Fully Rated

**Enclosure:** Type 1  
**Neutral Rating:** 225A

**Main Device Type:** Main Breaker - Top Cable Entry - A & C Phase Connection  
**Main Terminals:** Mechanical - (1) #14-1/0 (Cu/Al)  
**Neutral Terminals:** Mechanical -  
**Through-Feed Lugs:** Mechanical - (1) #6-300 kcmil (Cu/Al) - A & C Phase Connect  
**Box Catalog No.:** EZB2060R  
**Trim:** EZ Trim, Door in Door, Concealed Hardware (EZT2060S)

Surface Mounted

**Box Dimensions:** 60.00" [1524.0mm]H x 20.00" [508.0mm]W x 5.75" [146.1mm]D  
**Min. Gutter Size:** Top = 5.5" [139.7mm] Bottom = 5.5" [139.7mm]  
Left = 5.75" [146.1mm] Right = 5.75" [146.1mm]

**Panel ID Nameplate:** (1) DC PANEL  
**Type:** Plastic, adhesive-backed (2) 250V DC 2W Ungrounded  
**Color:** White with Black Letters (3)

**UL** \*\*\*Non-Interchangeable Main Device\*\*\*

Trim Lock: Standard Lock & Key (Keyed WEM2)  
Circuit Directory: Plastic Sleeve with Card  
Main Circuit Breaker Trip Type: Thermal-Magnetic.  
Seismic Label (IBC/CBC Seismic Qualified).  
Heat Loss - Watts (Est.) = 117  
Weight - lbs (Est.) = 142  
Wire shall be based on the ampacity of 75°C rated conductors unless otherwise indicated.

**Device Modifications:**

**Ref # Description**

**Branch Devices**

Qty	Poles	Trip	Frame	Amps	kAIC
18	2	20	GHB	100	10
6	1		PROV		

**Main Devices**

Qty	Poles	Trip	Frame	Amps	kAIC
1	3	100	HFD	225	10

**Notes:**

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY  
CURT WEAKLAND

DATE  
7/7/2022

**Eaton**

APPROVED BY

DATE

JOB NAME

RFQ: 34553

DESIGNATION

DC PANEL

VERSION

1.0.0.55

TYPE

PRL2a

DRAWING TYPE

Customer Approval

NEG-ALT Number  
D26D0707X2K2-0000

REVISION  
0

DWG SIZE  
A

G.O.

ITEM

SHEET  
1 of 1

## Safety Switch General Information

### Global Specifications

System Voltage	240 VAC
Switch Type	Single Throw - Heavy Duty
Poles/Blades	2-Pole
Amperage	200
Protection	Fusible with No Neutral
Enclosure Type	NEMA 1
Special Paint	ANSI-61 (Gray) Standard
Fuse Clips	None
Switch Lugs	(1) 6-250
Fungus Proof Treatment	None
Lock-On Provision	None
Trapped Key Interlock	None
Fuse Pullers	None
Control Pole	None
Ground Lugs	(2) 14-2
Stainless Mechanism	None
Mill Duty	None

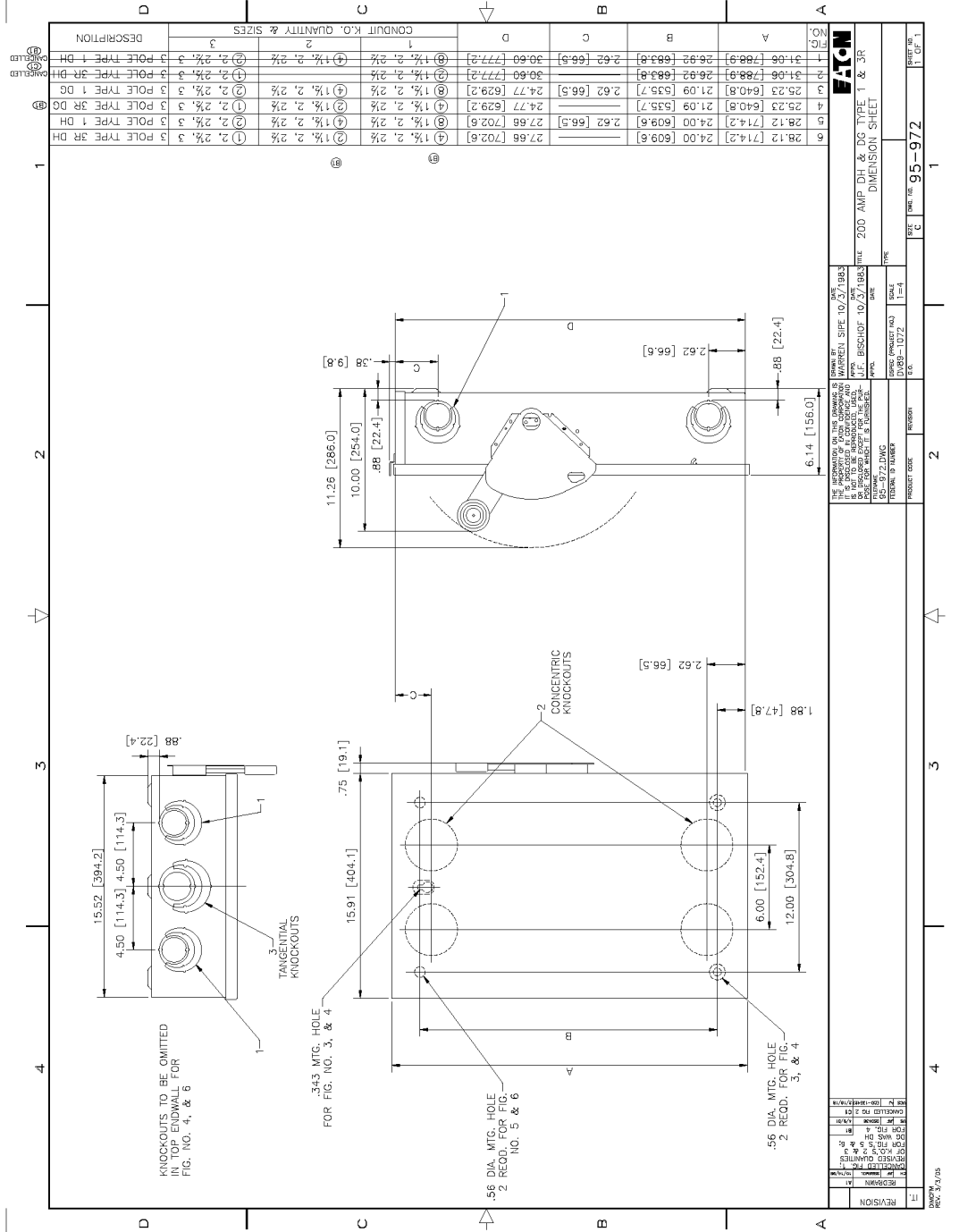
### Nameplate

### Safety Switch Catalog No.

DH224FGK

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY CURT WEAKLAND	DATE 7/7/2022	<b>Eaton</b>			
APPROVED BY	DATE	JOB NAME RFQ: 34553	DESIGNATION DH224FGK		
VERSION 1.0.1.3		TYPE Safety Switch General Information		DRAWING TYPE Customer Appr.	
NEG-ALT Number D26D0707X2K2-0000	REVISION 0	DWG SIZE A	G.O.	ITEM	SHEET 1 of 1



GO/NEG-Alt-Date: D26D0707X2K2-0000-7/7/2022		Job Name: RFQ: 34553
Item Number:	Catalog Number: DH224FGK	Designation: DH224FGK



## GE Grid Solutions, LLC

To: Electrical Power Products, Inc. (Colorado River Commission)

4240 Army Post Road,

Des Moines, IA. 50321

Attn: Mr. Joshua England

8525 Baxter Place, Suite 100  
Burnaby, B.C. V5A 4V7 Canada  
Tel: 604.421.8700 Fax: 604.421.8707

Proposal:

**QC20233-BN**

Page 1 of 1

Item	Qty	Description		
		86400 JungleMUX SONET Multiplex Equipment		
		<u><b>JMUX LOOSE EQUIPMENT</b></u>		
1.00	1	B86430-01 COMM EQUIPMENT SHELF		
2.00	1	B86431-43 130VDC/115VAC PSU (30W)		
2.01	1	86431-93 130VDC PSU PADDLEBOARD (30W)		
3.00	1	B86431-43 130VDC/115VAC PSU (30W)		
3.01	1	86431-83 115VAC PSU PADDLEBOARD (30W)		
4.00	3	B86417-01 OC-12 JMUX, 1310nm Laser (IR) (20dB) (MD'ed Status)		
5.00	2	86434-92 SERVICE UNIT / IPSU / CSSU PADDLE BOARD		
6.00	2	B86498-02 ETHER-1000 UNIT (2.0)		
6.01	2	86498-94 ETHER-1000 PADDLEBOARD - 2 slot Main Board		
		<u><b>NOTE:</b></u>		
		The impacts of Coronavirus and the hyper-inflation cannot be reasonably determined at this time. This Proposal does not account for any potential adverse impacts of such on GE's performance of obligations. In the event of any delays and impacts, GE reserve the right for an equitable adjustment of the schedule and prices herein to offset the effect of Coronavirus and hyper-inflation delays.		

**La MARCHÉ**

ISO 9001:2015 CERTIFIED

**Model: A77**A77D = Level-1 Filter  
A77DE = Level-2 Filter

## Microprocessor Controlled SCR Battery Charger



Made in U.S.A



The La Marche Model A77 Series Battery Charger is engineered for the demanding requirements of Switchgear, Process Control, Oil Exploration and other stationary DC power applications. The A77 can automate NERC PRC-005 & TPL-001 Compliance.

Powered by Microprocessor Controlled SCR technology, the A77 Series Battery Charger / Battery Eliminator has  $\pm 0.25\%$  DC voltage regulation from no load to full load over the specified input voltage, frequency and ambient temperature ranges.

These chargers are available in DC output voltages of 24, 48, 130, and 260 VDC with DC output currents from 6 amps and above. Consult factory for any special input and output requirements not mentioned above.

The La Marche A77 charger provides value added features such as AC/DC breakers, easy to read LCD display with text readout alarm LED's and form "C" alarm contacts. Communication options are available to remotely monitor and control the charger using DNP3, Modbus, IEC 61850 and SNMP protocols. The SNMP option features easier and faster charger setup and configuration using a web browser.

Designed to meet IEEE-2405 & NEMA PE5, and listed to UL 1012.

### Standard Features

Microprocessor Controlled SCR Technology

A77D - Level-1 Filter \*

A77DE - Level-2 Filter \*\*

Automatic AC Voltage Compensation

AC &amp; DC Surge Protection (MOV)

AC &amp; DC Breaker

Temperature Compensation

✓ Adjustable (1-5 mV / cell/°C)

Float / Equalize Mode Switch

Digital Float and Equalize Adjustments

Digital Current Limit Adjustment 50 to 110%

 $\pm 0.25\%$  DC Voltage Regulation

SCR Failure Detection

Battery Continuity Test

Load Sharing

Remote Equalize

Over Temperature Protection

LCD Display

✓ DC Voltage and Current

✓ Alarms

✓ Unit Temperatures

Available for Lithium-Ion Battery configurations

LED Indicators

✓ Float / Equalize

✓ AC ON

✓ Charger Failure

✓ Overload / Current Limit

✓ End of Discharge

✓ High DC Voltage Shutdown

✓ Positive &amp; Negative Ground Detection

Remote Annunciation Form "C" Contacts

✓ AC Failure

✓ AC Failure

✓ Summary Alarm

✓ Low DC Current

✓ Low DC Voltage

✓ High DC Voltage

(See Optional Accessories For Additional Alarm Contacts)

Alarms Latching / Non-Latching

Equalize Timer - adjustable from 1-255 hours with five selectable modes of operation (manual, automatic every 7, 14 or 30 days and equalize after sensing a low DC voltage)

Advanced Data Logging (Micro SD)

UL 1012, CUL, CE, IBC &amp; ABS

NERC PRC-005 &amp; TPL-001 Compliant

5 Year Warranty

\* Level-1 Filter Equivalent to NEMA PE5 Filtered Output

\*\* Level-2 Filter Equivalent to NEMA PE5 Battery Eliminator Filter

Specifications subject to change without notice

**La Marche Mfg. (A U.S. Company)**

106 Bradrock Drive, Des Plaines, IL 60018

Tel: 847.299.1188 Fax: 847.299.3061

sales@lamarchemfg.com

www.lamarchemfg.com





# Specifications

## ELECTRICAL

- **AC Input Operating Range Voltage**  
Voltage range: +10, -12% from nominal  
Frequency range: 60 Hz  $\pm 5\%$   
(50Hz Consult Factory)
- **Single Phase Voltages:**  
120, 208, 240, 480 or 600 VAC  
(Tap selectable 120/208/240 on units up to 25 amp output. All other units must specify single input voltage).  
Consult factory for other voltages.
- **Three Phase Voltages:**  
208, 240, 480 or 600 VAC  
Consult factory for other voltages.
- **DC Output**  
24, 48, 125/130, 250/260VDC  
6 to 500 amps
- **Efficiency\***  
Single Phase > 85%  
Three Phase > 90%  
\* Based on 125/130VDC output units

### • Output Filtering (with or without batteries):

	24V	48V	125/130V	250/260V
A77D Level-1 Filter (w/o battery)	240mV (1%)	480mV (1%)	2.6V (2%)	5.2V (2%)
A77D Level-1 Filter (w/battery)	30mV	30mV	100mV*	200mV*
A77DE Level-2 Filter (w/o battery)	30mV	30mV	100mV**	200mV

\* Battery AH = 4x the charger's ampacity

\*\* 30mV filtering available as an option

- **DC Voltage Regulation Steady State**  
 $\pm 0.25\%$  of setting from no load to full load  
over the specified input voltage, frequency  
and ambient temperature ranges.

### • DC Output Voltage Range

	Volt		Cells	
	Float	Equalize	Lead Acid	Ni-Cad
24V	23.8-29.5	24-31	11-13L	17-20N
48V	46-57	48-59	22-26L	33-39N
125/130V	115-140	123-147	53-62L	83-93N
250/260V	230-280	246-294	106-124L	166-186N

Consult Factory for other ratings.

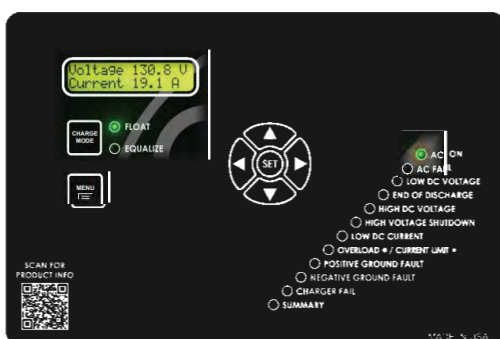
Note: Typical cell ranges are based on the following:

Lead Acid 2.17 vpc Float, 2.33 vpc Equalize

NiCad 1.40 vpc Float, 1.55 vpc Equalize

VRLA 2.25 vpc Float, 2.27 vpc Equalize

## Front Display Panel



### • Data Logging

A77 Battery Charger is equipped with data logging capability on an internal Micro-SD Card. It logs and stores data of Event-Driven and Time-Interval-Driven Events. The charger's data-log file does not need proprietary software to examine the data; it could be viewed and easily formatted with many popular spreadsheet programs.

### • Dynamic Response (On Battery)

Voltage transient <  $\pm 5\%$  over a step change in the load from 20% to 100%  
Recovery Time < 200 ms

### • Audible Noise

Less than 65dBA at any point 5 feet from any vertical surface of the unit.

### • Load Sharing

Identical La Marche A77 units, when connected in parallel, are capable of sharing the DC load within  $\pm 5\%$  for individual unit outputs greater than 5% of the rated output.

## REMOTE MONITORING

- Form "C" Alarm Contacts
- With optional Communications Card:
  - Connect to SCADA System
  - Web Monitoring
  - Alarm / Notification E-mails

## PROTECTION

### • Current Walk-in

The output current will gradually increase after the charger is turned on, eliminating surges and overshoot.

### • Current Limit

Electronic Current-Limiting Control Circuitry provides a digitally adjustable limit from 50 to 110% of the rated output current of the charger,  
Factory set at 110%.

### • AC Breaker

Single Phase units are equipped with a 2-pole circuit breaker.

Three Phase units are equipped with a 3-pole circuit breaker.

### • DC Breaker

Standard units are equipped with a 2-pole circuit breaker.

## ENVIRONMENTAL

### • Operating Temperature

0 to 50°C (32 to 122°F)

### • Storage Temperature

-40 to 85°C (-40 to 185°F)

### • Relative Humidity

0 to 95% (non-condensing)

### • Cooling

Convection Cooled

## ENCLOSURES

### • NEMA Type 1

Consult factory for other enclosure ratings.

### • Dimensions

Overall dimensions and weight are listed on the last page. When space requirements are critical, please consult the factory. Case specifications are subject to change.

### • Mounting

Floor, wall or rack mounting is available; see enclosure specifications on page 4 for details.

### • Finish

Pretreated with a seven stage iron phosphate wash, sealer and deionized rinse. Then coated with an environmentally safe and durable ANSI 61 gray Polyester TGIC Minite powder finish.

## STANDARDS

- ABS
- IBC\*
- CE
- UL/CUL 1012
- EN 55011
- NEMA PE5
- FCC Part 15
- IEEE/ANSI C37. 90.1
- IEC 60255-22-3
- IEC 60950-1
- IEC 61000-4
- IEC 61000-6-4
- IEC 61000-6-2
- IEEE-2405

\* Requires an option code

## Optional Accessories

- 01C 2 - Pole High Interrupting Capacity AC Breaker <sup>†</sup>  
65KAIC @ 240 VAC / 35KAIC @ 480 VAC
- 01D 2 - Pole High Interrupting Capacity AC Breaker <sup>†</sup>  
100KAIC @ 240 VAC / 65KAIC @ 480 VAC / 25KAIC @ 600 VAC
- 01F 3 - Pole High Interrupting Capacity AC Breaker <sup>†</sup>  
65KAIC @ 240 VAC / 35KAIC @ 480 VAC
- 01G 3 - Pole High Interrupting Capacity AC Breaker <sup>†</sup>  
100KAIC @ 240 VAC / 65KAIC @ 480 VAC / 25KAIC @ 600 VAC  
<sup>†</sup>Only available for Breakers Rated 15A & Larger.
- 19T AC Breaker Trip on HVSD
- 19U Adjustable Ground Detection Sensitivity
- 19V AC Voltage & Current Metering (1%)
- 11F Special 30mV Filtering
- 20Q Equalize Fan Control Relay
- 434 Reverse Polarity Protection
- 38D Copper Ground Bus Bar
- 11L Lightning Arrestor
- 102 Blocking Diode
- 11W External Temperature Probe 24ft
- 11Y External Temperature Probe 100ft
- 09C I.D. Tags - White text on black background
- 09V I.D. Tags - Black text on white background
- 09W Heat Shrink Wire Markers with Electrical Schematic
- 46R Discrete Alarm Relays
  - Positive Ground
  - Negative Ground
  - High DC Volts
  - Charger Failure
  - Low DC Volts
  - Low DC Amps
  - Battery End of Discharge
  - High Voltage Shutdown
- 17B\* 12 Pulse Rectification, 5% THD
- 57D Hydrogen Det. HUB, Alarm Interface & Sensor
- 57H Hydrogen Det. HUB, Alarm Interface
- 10Z Electrolyte Level HUB, Alarm Interface & Sensor
- 538 IBC Certification Label (consult factory for Anchor Kits)
- 182 Ventilation Fan Interlock
- 56E Compliance to IEC 62477-1:2012 and IEC 61204-7:2016

## Communication Protocols

- 21J IEC 61850 Ethernet
- 21P DNP 3.0 Communications RS232/RS485/Ethernet
- 21Q Modbus Communications RS232/RS485/Ethernet
- 21S Modbus RTU RS232/RS485
- 21X SNMP & Web Browser (Ethernet)

\* Case size subject to change, consult factory.



# A77 Charger Chart

	Model Number	DC Amps	DC Protection DC Breaker/ Rating	Single Phase AC Input Current Draw Amps @ 100% Load (Recommended Feeder AC Supply Breaker)									Enclo- sure	Shipping Weight** (Approximate)	
				(ABD)120/240/208	(A)120	(D)208	(B)240	Rating	(C)480	Rating	(ZD)600	Rating			
														lbs	kgs
24 Volt Systems	A77D(E)-12-24V	12	20/10 KAIC	6 / 3 / 3 (10/5/5)	6 (10)	3 (5)	3 (5)	10 KAIC	---	---	---	---	10	92	42
	A77D(E)-16-24V	16	25/10 KAIC	8 / 4 / 5 (15/10/10)	8 (15)	5 (10)	4 (10)	10 KAIC	---	---	---	---	10	98	45
	A77D(E)-20-24V	20	30/10 KAIC	10 / 5 / 6 (15/10/10)	10 (15)	6 (10)	5 (10)	10 KAIC	---	---	---	---	10	100	46
	A77D(E)-25-24V	25	40/10 KAIC	12 / 6 / 7 (20/10/10)	12 (20)	7 (10)	6 (10)	10 KAIC	---	---	---	---	10	104	48
	A77D(E)-30-24V	30	40/10 KAIC	---	15 (20)	8 (15)	7 (15)	25 KAIC	---	---	---	---	477	147	67
	A77D(E)-35-24V	35	50/10 KAIC	---	17 (25)	10 (15)	9 (15)	25 KAIC	---	---	---	---	477	150	69
	A77D(E)-40-24V	40	60/10 KAIC	---	20 (30)	11 (20)	10 (15)	25 KAIC	---	---	---	---	477	174	79
	A77D(E)-50-24V	50	70/10 KAIC	---	24 (40)	14 (20)	12 (20)	25 KAIC	6 (15)	25 KAIC	---	---	477	185	84
	A77D(E)-60-24V	60	80/10 KAIC	---	29 (40)	17 (25)	15 (20)	25 KAIC	7 (15)	25 KAIC	6 (15)	18 KAIC	477	208	95
	A77D(E)-75-24V	75	100/10 KAIC	---	37 (50)	21 (30)	18 (30)	25 KAIC	9 (15)	25 KAIC	7 (15)	18 KAIC	977	350	159
A77D(E)-100-24V	100	150/25 KAIC	---	49 (70)	28 (40)	24 (40)*	25 KAIC	12 (20)	25 KAIC	10 (15)	18 KAIC	72N	410	186	
48 Volt Systems	A77D(E)-6-48V	6	15/10 KAIC	6 / 3 / 3 (10/5/5)	6 (10)	3 (5)	3 (5)	10 KAIC	---	---	---	---	10	84	38
	A77D(E)-12-48V	12	20/10 KAIC	12 / 6 / 7 (20/10/10)	12 (20)	7 (10)	6 (10)	10 KAIC	---	---	---	---	10	108	49
	A77D(E)-16-48V	16	25/10 KAIC	16 / 8 / 9 (25/15/15)	16 (25)	9 (15)	8 (15)	25 KAIC	---	---	---	---	477	146	66
	A77D(E)-20-48V	20	30/10 KAIC	20 / 10 / 11 (30/15/20)	20 (30)	11 (20)	10 (15)	25 KAIC	---	---	---	---	477	158	72
	A77D(E)-25-48V	25	40/10 KAIC	24 / 12 / 14 (35/20/25)	24 (35)	14 (25)	12 (20)	25 KAIC	6 (15)	25 KAIC	---	---	477	170	73
	A77D(E)-30-48V	30	40/10 KAIC	---	29 (40)	17 (25)	15 (20)	25 KAIC	7 (15)	25 KAIC	6 (15)	18 KAIC	477	190	86
	A77D(E)-35-48V	35	50/10 KAIC	---	34 (50)	20 (30)	17 (25)	25 KAIC	9 (15)	25 KAIC	7 (15)	18 KAIC	477	196	89
	A77D(E)-40-48V	40	60/10 KAIC	---	39 (60)	23 (40)*	20 (30)	25 KAIC	10 (15)	25 KAIC	8 (15)	18 KAIC	477	240	109
	A77D(E)-50-48V	50	70/10 KAIC	---	49 (70)	28 (40)	24 (40)*	25 KAIC	12 (20)	25 KAIC	10 (15)	18 KAIC	477	260	118
	A77D(E)-60-48V	60	80/10 KAIC	---	---	34 (50)	29 (40)	25 KAIC	15 (20)	25 KAIC	12 (20)	18 KAIC	977	300	137
A77D(E)-75-48V	75	100/10 KAIC	---	---	42 (60)	37 (50)	25 KAIC	18 (25)	25 KAIC	15 (20)	18 KAIC	977	350	159	
A77D(E)-100-48V	100	150/25 KAIC	---	---	56 (90)	49 (70)	25 KAIC	24 (40)*	25 KAIC	20 (30)	18 KAIC	72N	485	220	
125/ 130 Volt Systems	A77D(E)-6-130V	6	15/10 KAIC	15 / 7 / 8 (25/10/15)	15 (25)	8 (15)	7 (10)	25 KAIC	---	---	---	---	477	147	67
	A77D(E)-12-130V	12	20/10 KAIC	29 / 15 / 17 (40/25/25)	29 (40)	17 (25)	15 (25)	25 KAIC	7 (15)	25 KAIC	6 (15)	18 KAIC	477	185	84
	A77D(E)-16-130V	16	25/10 KAIC	39 / 20 / 23 (60/30/40*)	39 (60)	23 (40)*	20 (30)	25 KAIC	10 (15)	25 KAIC	8 (15)	18 KAIC	477	212	96
	A77D(E)-20-130V	20	30/10 KAIC	49 / 24 / 28 (70/35/40)	49 (70)	28 (40)*	24 (40)*	25 KAIC	12 (20)	25 KAIC	10 (15)	18 KAIC	477	235	107
	A77D(E)-25-130V	25	40/10 KAIC	61 / 31 / 35 (90/50/50)	61 (90)	35 (50)	31 (50)	25 KAIC	15 (20)	25 KAIC	12 (20)	18 KAIC	477	255	116
	A77D(E)-30-130V	30	40/10 KAIC	---	---	42 (60)	37 (50)	25 KAIC	18 (25)	25 KAIC	15 (20)	18 KAIC	477	300	137
	A77D(E)-35-130V	35	50/10 KAIC	---	---	49 (70)	43 (60)	25 KAIC	21 (30)	25 KAIC	17 (25)	18 KAIC	977	375	171
	A77D(E)-40-130V	40	60/10 KAIC	---	---	56 (80)	49 (70)	25 KAIC	24 (40)*	25 KAIC	20 (30)	18 KAIC	977	422	192
	A77D(E)-50-130V	50	70/10 KAIC	---	---	70 (100)	61 (90)	25 KAIC	31 (50)	25 KAIC	24 (40)*	18 KAIC	977	480	218
	A77D(E)-75-130V	75	100/10 KAIC	---	---	---	92 (125)	25 KAIC	46 (70)	25 KAIC	37 (50)	18 KAIC	72N	735	334

	Model Number	DC Amps	DC Protection DC Breaker/ Rating	Three Phase AC Input Current Draw Amps @ 100% Load (Recommended Feeder AC Supply Breaker)							Enclosure	Shipping Weight** (Approximate)	
				(D) 208	(B) 240	Rating	(C) 480	Rating	(ZD) 600	Rating		lbs	kgs
24 Volt Systems	A77D(E)-75-24V	75	100/10 KAIC	11 (15)	9 (15)	25 KAIC	---	---	---	---	977	330	150
	A77D(E)-100-24V	100	150/25 KAIC	14 (20)	12 (20)	25 KAIC	6 (15)	25 KAIC	---	---	72N	475	215
	A77D(E)-125-24V	125	175/25 KAIC	18 (25)	16 (25)	25 KAIC	8 (15)	25 KAIC	6 (15)	18 KAIC	72N	530	240
	A77D(E)-150-24V	150	225/25 KAIC	22 (30)	19 (30)	25 KAIC	9 (15)	25 KAIC	7 (15)	18 KAIC	72N	600	272
	A77D(E)-200-24V	200	300/25 KAIC	29 (40)	25 (40)*	25 KAIC	12 (20)	25 KAIC	10 (15)	18 KAIC	72N	675	306
	A77D(E)-250-24V	250	375/25 KAIC	36 (50)	31 (50)	25 KAIC	16 (25)	25 KAIC	12 (20)	18 KAIC	46N	800	363
	A77D(E)-300-24V	300	400/25 KAIC	43 (60)	37 (60)	25 KAIC	19 (30)	25 KAIC	15 (25)	18 KAIC	46N	875	398
	A77D(E)-400-24V	400	600/35 KAIC	58 (80)	50 (70)	25 KAIC	25 (40)*	25 KAIC	20 (30)	18 KAIC	47N	1050	477
48 Volt Systems	A77D(E)-50-48V	50	70/10 KAIC	14 (20)	12 (20)	25 KAIC	6 (15)	25 KAIC	---	---	977	317	144
	A77D(E)-75-48V	75	100/10 KAIC	22 (30)	19 (30)	25 KAIC	9 (15)	25 KAIC	7 (15)	18 KAIC	977	374	170
	A77D(E)-100-48V	100	150/25 KAIC	29 (40)	25 (40)*	25 KAIC	12 (20)	25 KAIC	10 (15)	18 KAIC	72N	600	272
	A77D(E)-125-48V	125	175/25 KAIC	36 (50)	31 (50)	25 KAIC	16 (25)	25 KAIC	12 (20)	18 KAIC	72N	680	308
	A77D(E)-150-48V	150	225/25 KAIC	43 (60)	37 (60)	25 KAIC	19 (30)	25 KAIC	15 (25)	18 KAIC	72N	700	318
	A77D(E)-200-48V	200	300/25 KAIC	58 (80)	50 (70)	25 KAIC	25 (40)*	25 KAIC	20 (30)	18 KAIC	46N	755	342
	A77D(E)-250-48V	250	375/25 KAIC	72 (100)	62 (90)	25 KAIC	31 (50)	25 KAIC	25 (40)*	18 KAIC	46N	800	363
	A77D(E)-300-48V	300	400/25 KAIC	86 (125)	75 (100)	25 KAIC	37 (60)	25 KAIC	30 (50)	18 KAIC	47N	900	408
125/ 130 Volt Systems	A77D(E)-400-48V	400	600/35 KAIC	115 (175)	100 (150)	25 KAIC	50 (70)	25 KAIC	40 (60)	18 KAIC	47N	1200	544
	A77D(E)-25-130V	25	40/10 KAIC	18 (30)	16 (25)	25 KAIC	8 (15)	25 KAIC	6 (15)	18 KAIC	977	305	138
	A77D(E)-30-130V	30	40/10 KAIC	22 (30)	19 (30)	25 KAIC	9 (15)	25 KAIC	7 (15)	18 KAIC	977	315	143
	A77D(E)-35-130V	35	50/10 KAIC	25 (40)*	22 (30)	25 KAIC	11 (15)	25 KAIC	9 (15)	18 KAIC	977	330	150
	A77D(E)-40-130V	40	60/10 KAIC	29 (40)	25 (40)*	25 KAIC	12 (20)	25 KAIC	10 (15)	18 KAIC	977	335	161
	A77D(E)-50-130V	50	70/10 KAIC	36 (50)	31 (50)	25 KAIC	16 (25)	25 KAIC	12 (20)	18 KAIC	977	410	186
	A77D(E)-75-130V	75	100/10 KAIC	54 (80)	47 (70)	25 KAIC	23 (40)*	25 KAIC	19 (30)	18 KAIC	72N	660	299
	A77D(E)-100-130V	100	150/25 KAIC	72 (100)	62 (90)	25 KAIC	31 (50)	25 KAIC	25 (40)*	18 KAIC	72N	750	340
	A77D(E)-125-130V	125	175/25 KAIC	90 (125)	78 (125)	25 KAIC	39 (60)	25 KAIC	31 (50)	18 KAIC	46N	850	385
	A77D(E)-150-130V	150	225/25 KAIC	108 (150)	94 (125)	25 KAIC	47 (70)	25 KAIC	37 (60)	18 KAIC	46N	1067	484
	A77D(E)-200-130V	200	300/25 KAIC	144 (200)	125 (175)	25 KAIC	62 (90)	25 KAIC	50 (70)	18 KAIC	46N	1800	816
	A77D(E)-250-130V	250	375/25 KAIC	180 (250)	156 (225)	25 KAIC	78 (125)	25 KAIC	62 (90)	18 KAIC	47N	2000	907
	A77D(E)-300-130V	300	400/25 KAIC	216 (300)	187 (300)	65 KAIC	94 (150)	25 KAIC	75 (100)	18 KAIC	47N	2028	920
125/ 130 Volt Systems	A77D(E)-400-130V	400	600/35 KAIC	288 (400)	250 (350)	65 KAIC	125 (175)	25 KAIC	100 (150)	18 KAIC	57N	2500	1134
	A77D(E)-500-130V	500	700/35 KAIC	---	---	65 KAIC	156 (225)	25 KAIC	125 (175)	18 KAIC	57N	3645	1653

Note: Case size subject to change without notice

\* May also use 35A feeder breaker

\*\*Consult Factory for optional export crating weight

# A77 Charger Chart

	Model Number	DC Amps	DC Protection DC Breaker/ Rating	Three Phase AC Input Current Draw Amps @ 100% Load (Recommended Feeder AC Supply Breaker)						Enclosure	Shipping Weight** (Approximate)		
				(D)208	(B)240	Rating	(C)480	Rating	(ZD)600		Rating	lbs	kgs
250/260 Volt Systems	A77D(E)-25-260V <sup>+</sup>	25	40/25 KAIC	36 (50)	31 (50)	25 KAIC	16 (25)	25 KAIC	13 (20)	18 KAIC	72N	600	272
	A77D(E)-50-260V <sup>+</sup>	50	70/25 KAIC	72 (100)	62 (90)	25 KAIC	31 (50)	25 KAIC	26 (40)	18 KAIC	72N	700	317
	A77D(E)-75-260V <sup>+</sup>	75	100/25 KAIC	108 (150)	94 (125)	25 KAIC	47 (70)	25 KAIC	39 (60)	18 KAIC	46N	900	408
	A77D(E)-100-260V <sup>+</sup>	100	150/25 KAIC	144 (200)	125 (175)	25 KAIC	62 (90)	25 KAIC	50 (70)	18 KAIC	47N	1800	816
	A77D(E)-150-260V <sup>+</sup>	150	225/25 KAIC	---	187 (250)	25 KAIC	94 (150)	25 KAIC	75 (100)	18 KAIC	47N	2200	998
	A77D(E)-200-260V <sup>+</sup>	200	300/25 KAIC	---	---	25 KAIC	125 (175)	25 KAIC	100 (150)	18 KAIC	57N	3000	1360

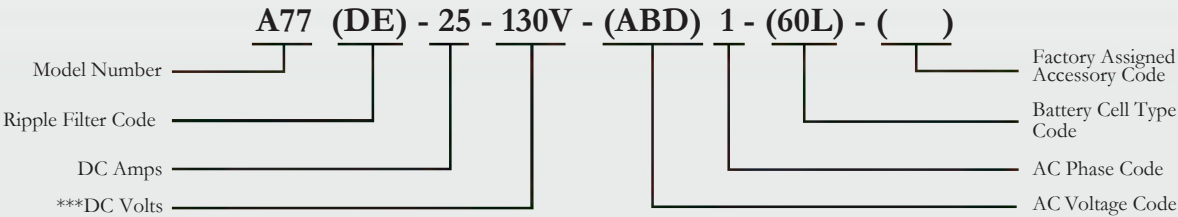
Note: Case size subject to change without notice  
\*\*Consult Factory for optional export crating weight  
UL Pending

## Enclosure Specifications

Enclosure	Overall Dimensions						Cable Entry		Standard Mounting	Optional Mounting Kits	
	Width		Depth		Height					Rack	Floor
	in	mm	in	mm	in	mm	AC Input	DC Input			
10	19	483	15.1	384	12.2	310	RIGHT TOP / BOTTOM	LEFT TOP / BOTTOM	WALL	19" / 23"	✓
477	19	483	15.6	396	23.6*	602*	RIGHT TOP / BOTTOM	LEFT TOP / BOTTOM	WALL/FLOOR	19" / 23"	STD
977	20.5	521	15.8	403	37.8	962	RIGHT TOP / BOTTOM	LEFT TOP / BOTTOM	FLOOR	23"	STD
72N	27	686	24.4	621	43.6	1109	RIGHT TOP / BOTTOM	LEFT TOP / BOTTOM	FLOOR	---	---
46N	30	762	20	508	66	1676	RIGHT TOP / BOTTOM	LEFT TOP / BOTTOM	FLOOR	---	---
47N	35.4	899	33.4	848	67.5	1715	RIGHT TOP / BOTTOM	LEFT TOP / BOTTOM	FLOOR	---	---
57N	60	1524	30	763	77	1962	RIGHT TOP / BOTTOM	LEFT TOP / BOTTOM	FLOOR	---	---

\*Floor mounting brackets add 2" (51mm) to overall height. Case sizes may differ depending on optional accessories.  
Consult factory when dimensions are critical. Detailed dimensional drawings are available for mounting purposes.

## Model Number Nomenclature



Configuration as Shown: Level-2 Filtered Charger with 25ADC/130VDC Output, for 60 Lead Acid Cells, with a 120/240/208VAC Single-Phase Input.

AC Voltage Codes		DC Voltage Codes		AC Phase Codes		Battery Cell Type Code	
ABD - 120/240/208	G - 380	24VDC Nominal; Use 24V		1 - Single Phase		11L 12L 13L 22L 23L 24L 25L 26L 53L	
A - 120	ZA - 400	48VDC Nominal; Use 48V		3 - Three Phase		54L 55L 56L 57L 58L 59L 60L 61L 62L	
D - 208	J - 415					110L 115L 116L 120L	
L - 220	K - 440	*** For 125VDC or 130VDC Nominal;		Ripple Filter Codes		17N 18N 19N 20N 33N 34N 35N 36N	
Q - 230	C - 480	Use 130V in the Part Number			D = Level-1*	37N 38N 39N 83N 84N 85N 86N 87N	
BL - 240/220	ZD - 600	*** For 250VDC or 260VDC Nominal;			DE = Level-2**	88N 89N 90N 91N 92N 93N	
B - 240		Use 260V in the Part Number				L = Lead Acid	
						N = Nickel Cadmium	
						LR = VRLA	
						LON = Lithium Ion	
						SOD = Sodium	

### Ordering Information

When ordering, please specify:

- La Marche Model Number A77D/A77DE
- DC Amps
- DC Volts
- Special Frequency, When Required
- AC Voltage Code
- AC Phase Code
- Battery Cell Type Code
- Optional Accessories (Option Code)

### Battery Charger Sizing Guidelines

- Required Battery Backup Time (Hours)
- DC Output Voltage
- Ampere Hour Capacity of Battery
- Allowable Recharge Time From Full Discharge (Hours), Where Applicable
- Continuous and Intermittent DC Loads and Duration (Amps)

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF AUGUST 9, 2022**

<b>SUBJECT:</b> For Possible Action: Consideration of and possible action to approve bid solicitation 69CRC-S1961 to Boulder Flats Solar Interconnection Project for insulators to contract CRCBF-03 between Peak Substation Services and the Colorado River Commission of Nevada (Commission).
<b>RELATED TO AGENDA ITEM:</b> Agenda Items H-I; K-N
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> Staff recommends the Commission approve solicitation 69CRC-S1961 to Boulder Flats Solar Interconnection Project for insulators and authorize the Executive Director to sign it on behalf of the Commission.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161 the Commission may execute contracts, for the planning, 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 for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members.

SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flatts Solar Project.

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

**B. Background of Bid/Procurement**

On March 28, 2022, 8 bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. The bid solicitation 69CRC-S1961 for insulators was sent to 12 additional vendors registered in NevadaEPro, and seven additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on May 18, 2022. The evaluation period took place from May 23, 2022 – June 1, 2022. Peak Substation Services was the responding vendor.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Insulators as specified. This contract is an enabling type of contract that allows the Commission’s PDG to receive a quotation each time a purchase is to be made. 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.

Peak has provided excellent service for the PDG’s materials purchasing needs; therefore, Staff recommends the Commission approve the amendment to the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.





**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-03  
Insulators**

**Bid Documents and Specifications**

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Issue: For Bid  
May 24, 2022

**Boulder Flats Solar Interconnection Project**

**Contract No. CRCBF-03  
Insulators**

**Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

230-kV Insulator, 900 BIL. The Material will be received and installed by an installation contractor under a separate contract.

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

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

Questions concerning this Request for Bid should be directed to:

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

**4. Pricing and Security.**

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

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

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

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

Date: March 28, 2022 By:

Robert D. Reese

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE: May 18, 2022

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

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

### **2. Bid Security.**

Bid security is not required.

### **3. Bids as Public Records.**

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

### **4. Submission of Bids.**

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

### **5. Evaluation of Bids.**

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



**6. Rejection of Bids.**

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

**7. Signing of Contract.**

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

**SECTION 300  
BID FORM**

**1. Project Identification:**

Boulder Flats Solar Interconnection Project  
Contract No. CRCBF-03  
Insulators

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

Name: PEARL SUBSTATION SERVICES, LLC

Address: 701 1<sup>ST</sup> AVE. NORTH  
BIRMINGHAM, AL 35203

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

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

**4. Bid Terms and Conditions.**

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. _____	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 em	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer
01	1000	Bus Support Insulator, 900 BIL, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	Each	1,165.00	57	66,405.00	NGWELL
CONTRACT PRICE							

Notice-to-Proceed.

6. Delivery Schedule.

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

SIGNATURE OF BIDDER

By: PRAR SUBSTATION SERVICES  
(Corporation Name)

By: [Signature]  
(Signature of Authorized Person)

STEVE HARVEY, NATIONAL SALES MANAGER  
(Printed Name and Title)

Business Address:

801 1<sup>ST</sup> AVE NORTH

BIRMINGHAM, AL 35205

Phone

No.

Email:

256-324-0709 x221

john.j@prar-substation.com

Fax No.

256 324-0755

This Bid is Submitted On: May 17<sup>th</sup>, 2022.

**SECTION 320  
BID ADDENDUM**

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

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 350**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

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



**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or maybe perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

***Business Name (Include d.b.a. if applicable)*** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

***Corporate/Business Address, Business Telephone, Business Fax, and Email*** – Enter the street address, telephone and fax numbers, and email of the named business entity.

***Local Business Address, Local Business Telephone, Local Business Fax, and Email*** – If a business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone, and fax numbers, point of contact, and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Nevada Residents employed by this firm.***

***List of Owners/Officers*** – Include the full name, title, and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

***For All Contracts – (Not required for publicly-traded corporations)***

- 1) Indicate if any individual members, partners, owners, or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners, or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer, or other professional services.

***Signature and Print Name*** – Requires signature of an authorized representative and the date signed.

***Disclosure of Relationship Form*** – If any individual members, partners, owners, or principals of the business entity is presently a CRCNV employee, public officer, or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer, or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEARL SUBSTATION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>801 15th Ave. North</u>	Website: <u>www.pearlsubstation.com</u>
City, State and Zip Code: <u>Mobile, AL 36688</u>	POC Name and Email: <u>Jason Harris jharris@pearlsubstation.com</u>
Telephone Number: <u>877-324-0909 x221</u>	Fax Number: <u>205-324-0955</u>
Local Street Address: <u>N/A</u>	Website:
City, State and Zip Code: <u>N/A</u>	Local Fax Number:
Local Telephone Number: <u>N/A</u>	Local POC Name and Email:

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

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

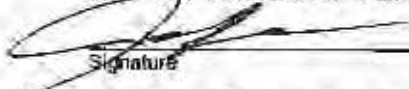
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>CAROL RUTTS</u>	<u>PRESIDENT</u>	<u>78%</u>
<u>JASON HARRIS</u>	<u>NATIONAL SALES MANAGER</u>	<u>10%</u>
<u>WILLIAM JAMES</u>	<u>ENGINEER</u>	<u>10%</u>

This section is not required for publicly traded corporations.

- Are any individual members, partners, owners, or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners, or principals have a spouse, registered domestic partner, child, parent, in-law, or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

  
Signature

JASON HARRIS  
Print Name

NATIONAL SALES MANAGER  
Title

5-17-2024  
Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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**For CRCNV Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

## DISCLOSURE OF RELATIONSHIP

### *For CRCNV Use Only:*

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

### *For CRCNV Use Only:*

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

### *For CRCNV Use Only:*

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

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**SECTION 400**  
**CONTRACT NO. CRCBF-03**  
**Boulder Flats Solar Interconnection Project**

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

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

**1. Agreement to Provide Equipment**

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

Bid Item	Description
401	Bus Support Insulator, 900 BIL, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada

**2. Definitions**

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions;



section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCBF-03, Insulators; section 500, Performance Bond; and the Specifications contained in section 600 through section 1200. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

3.2 The address of the CRCNV's Representative is:

Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101-1085

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 items, and shall reimburse the CRCNV for those costs. The CRCNV shall record the time required by the CRCNV in such evaluations

and in making changes in the Equipment, Project, this Contract (or in the provisions of any other direct contract with CRCNV for work related to the Project) occasioned thereby.

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

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

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

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

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

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

10.6 If the CRCNV determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the CRCNV's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, CRCNV may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the CRCNV's written order. The Contractor is responsible for the costs of such correction or replacement.

and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The CRCNV, at CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

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

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

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

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

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

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

## **12. Liquidated Damages**

12.1 The CRCNV and the Contractor recognize that time is of the essence of this Contract and that the CRCNV will suffer financial loss if the Equipment is not manufactured or delivered within the times specified as Performance Milestones, plus any extensions thereof allowed by Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CRCNV if the Equipment is not manufactured or delivered on time or is not



acceptable to CRCNV. Accordingly, instead of requiring any such proof, the CRCNV and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall, at the CRCNV's election in lieu of termination of this Contract, pay the CRCNV the following sums for each day that expires after the Performance Milestones in the Contractor's Proposal:

Bid Item	Description	Liquidated Damages, Per Day
401	Bus Support Insulator, 900 BIL, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	\$500 each unit of the Bid Item

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

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

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

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

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

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

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

**5. Transportation(Cargo) Insurance**

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

- a. Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.
- b. Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.
- c. The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days' written notice must be given to the Owner before the policy is changed or canceled.



- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:
1. On insurance policies where the Colorado River Commission of Nevada, is named as an additional insured, the CRCNV shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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

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

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

**13.13 Indemnification; Limited Liability.**

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



others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

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

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

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

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

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

14.3 The CRCNV reserves the right to order the Contractor to delay shipment of Equipment in accordance with Performance Milestones. If such a delay is ordered by the

CRCNV in writing, the CRCNV shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the CRCNV. Such costs may include reasonable storage costs, insurance, and transportation to a reasonable storage facility.

## **15. Effect and Termination**

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

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

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

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

**16. Taxes.**

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

**17. Unemployment Compensation.**

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

**18. Discrimination.**

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

**19. Disputes.**

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

**20. Waiver of Claims.**

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

**21. Notices.**

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



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

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

**22. Submission of Claims.**

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

**23. Assignment of Contract.**

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

**24. Severability.**

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

**25. Survival.**

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

**26. Applicable Law; Venue.**

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

**27. Article Headings.**

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

**28. Waiver.**

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

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

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

**30. Authority to Execute.**

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

IN WITNESS WHEREOF, the Contractor and the CRCNV have executed three duplicate originals of this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

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

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

ATTEST

\_\_\_\_\_

\_\_\_\_\_

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Eric Witkoski  
Executive Director

Approved as to Form:

\_\_\_\_\_  
David Newton  
Senior Deputy Attorney General

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

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

**CRCNV** (Name and Address):

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

**CONTRACT**

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

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

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

Description: Contract No. CRCBF-03,  
Boulder Flats Solar Interconnection Project  
Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date): \_\_\_\_\_

Modifications to this Bond Form: \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL** (Seal below)

Company: \_\_\_\_\_

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

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

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

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

**SURETY** (Seal below)

Company: \_\_\_\_\_

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

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

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

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

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

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2023.

**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 Insulators as specified herein.

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

**3. Delivery.**

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

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

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

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

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

**4. Work by the CRCNV.**

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

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

**5. Work Schedule.**

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

**5.1.1 Work Schedule:**

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

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

5.1.1.3 Delivery beginning on or after November 15, 2022, and ending on or before December 5, 2022.

5.1 The anticipated Final Acceptance Date for all Equipment is December 5, 2022.

**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 reproductions 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 1000A**  
**Certification Sheet**

Contract No. CRCBF-03  
Section 1000A  
1

**SECTION 1000**  
**33 72 23 13 TND**  
**Bus Support Insulators**

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

<u><b>Drawing Number</b></u>	<u><b>Description</b></u>
ES-4201	Boulder Flats 230KV Switchyard Material List
ES-4204	Boulder Flats 230KV Switchyard Plan View



801 1st Avenue North

P.O. BOX 67 (35201)

B'HAM, AL 35203

PH: 205-324-0909 / FAX 205-324-0955

**CUSTOMER:** Colorado River Commission

**PROJECT NAME:** Post Insulators

**PROJECT NUMBER:**

OWNER	PSS	QTY	MANUF.	CATALOG	ITEM DESCRIPTION	VEND	UNIT	EXTENDED
MARK	MARK			NUMBER		CODE	PRICE	PRICE

57	Newell	SK*47845-7001	230KV Extra High Strength	\$1,165.00	\$66,405.00
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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF AUGUST 9, 2022**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve bid solicitation 69CRC-S1962 to Boulder Flats Solar Interconnection Project for station service transformer to contract CRCBF-04 between Peak Substation Services and the Colorado River Commission of Nevada.

**RELATED TO AGENDA ITEM:**

Agenda Items H-J; L-N

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve solicitation 69CRC-S1962 to Boulder Flats Solar Interconnection Project for station service transformer and authorize the Executive Director to sign it on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members.

SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flatts Solar Project.

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

**B. Background of Bid/Procurement**

On March 28, 2022, 8 bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. The bid solicitation 69CRC-S1962 for station service transformer was sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on May 18, 2022. The evaluation period took place from May 23, 2022 – June 1, 2022. Peak Substation Services was the responding vendor.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of station service transformer as specified. This contract is an enabling type of contract that allows the Commission’s PDG to receive a quotation each time a purchase is to be made. 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.

Peak has provided excellent service for the PDG’s materials purchasing needs; therefore, Staff recommends the Commission approve the amendment to the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.



**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-04  
Station Service Transformer**

**Bid Documents and Specifications**

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Issue: For Bid  
May 24, 2022

# **Boulder Flats Solar Interconnection Project**

## **Contract No. CRCBF-04 Station Service Transformer**

### **Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

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

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

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

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

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

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

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

### **2. Equipment.**

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

230-kV SSVT, 900-kV BIL, 120/240V, 133kV Primary Line to Ground Voltage. The Material will be received and installed by an installation contractor under a separate contract.



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

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

Questions concerning this Request for Bid should be directed to:

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

**4. Pricing and Security.**

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

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

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

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

Date: March 28, 2022

By:

---

Robert D. Reese

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

May 18, 2022

## **SECTION 200 BID INSTRUCTIONS**

### **1. Bid Form.**

The Bid Form is found in the 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 Flats Solar Interconnection Project  
Contract No. CRCBF-04  
Station Service Transformer

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

Name: PEAK SUBSTATION SERVICES, LLC

Address: 301 1<sup>ST</sup> AVE NORTH  
BIRMINGHAM AL 35203

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

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

**4. Bid Terms and Conditions.**

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. _____	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	De W A N
401	1000	SSVT, 900 BIL, 230-kV, 120/240V, 133kV Primary Line to Ground Voltage including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	Each	106,520.-	2	213,040.-	HITACHI	27
CONTRACT PRICE						213,040.-		

Notice-to-Proceed.

Contract No. GRCBF-04  
Section 300

**8. 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: PEAR SUBSTATION SERVICES, LLC  
(Corporation Name)

By: [Signature]  
(Signature of Authorized Person)

Jason Harris, National Sales Manager  
(Printed Name and Title)

Business Address:

221 1st Ave North  
Birmingham, AL 35203

Phone  
No. 205-324-0909 x221  
Email: \_\_\_\_\_

Fax No. 205-324-1955

This Bid is Submitted On: May 17th, 2022.

**SECTION 320**  
**BID ADDENDUM**

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

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

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

**SECTION 350**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

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

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or may be perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

***Business Name (include d.b.a. if applicable)*** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

***Corporate/Business Address, Business Telephone, Business Fax, and Email*** – Enter the street address, telephone and fax numbers, and email of the named business entity.

***Local Business Address, Local Business Telephone, Local Business Fax, and Email*** – If a business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone, and fax numbers, point of contact, and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Nevada Residents employed by this firm.***

***List of Owners/Officers*** – Include the full name, title, and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

***For All Contracts – (Not required for publicly-traded corporations)***

- 1) Indicate if any individual members, partners, owners, or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners, or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer, or other professional services.

***Signature and Print Name*** – Require signature of an authorized representative and the date signed.

***Disclosure of Relationship Form*** – If any individual members, partners, owners, or principals of the business entity is presently a CRCNV employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer or official, this section must be completed in its entirety.



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAR SUBSTATION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>81 1<sup>st</sup> AVE. NORTH</u>	Website: <u>www.pearstation.com</u>
City, State and Zip Code: <u>BIRMINGHAM, AL 35203</u>	POC Name and Email: <u>Jason Haines</u> <u>jhaines@pearstation.com</u>
Telephone Number: <u>877-324-0909 x 221</u>	Fax Number: <u>866-524-0915</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>LARRY SWITS</u>	<u>PRESIDENT</u>	<u>70%</u>
<u>Jason Haines</u>	<u>NATIONAL SALES MANAGER</u>	<u>10%</u>
<u>William Dwyer</u>	<u>ESTIMATOR</u>	<u>2%</u>

This section is not required for publicly traded corporations.

- Are any individual members, partners, owners, or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners, or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

<u>Jason Haines</u> Signature	<u>Jason Haines</u> Print Name
<u>NATIONAL SALES MANAGER</u> Title	<u>5-17-2012</u> Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

**For CRCNV Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

## DISCLOSURE OF RELATIONSHIP

### *For CRCNV Use Only:*

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

### *For CRCNV Use Only:*

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

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Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

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Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**SECTION 400**  
**CONTRACT NO. CRCBF-04**  
**Boulder Flats Solar Interconnection Project**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and \_\_\_\_\_, 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	SSVT, 900 BIL, 230-kV, 120/240V, 133kV Primary Line to Ground Voltage including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada

**2. Definitions**

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed

and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCBF-04, Station Service Transformer; section 500, Performance Bond; and the Specifications contained in section 600 through section 1200. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

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

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

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

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

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



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

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

3.2 The address of the CRCNV's Representative is:

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

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

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

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

### **5. Contract Price**

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

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

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

### **7. Payment Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

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

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

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

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

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

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

## **12. Liquidated Damages**

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

CRCNV the following sums for each day that expires after the Performance Milestones in the Contractor's Proposal:

Bid Item	Description	Liquidated Damages, Per Day
401	SSVT, 900 BIL, 230-kV	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed a 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

Contract No. CROBF-04

Section 350



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

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

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

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

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

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

- a. The Colorado River Commission of Nevada, shall be Insureds on the policy.  
b. Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for soft costs, flood, and earth movement.

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

**5. Transportation(Cargo) Insurance**

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

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

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

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

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

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

contributory with respect to all other available sources.

- C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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

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



the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

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

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

**13.13 Indemnification; Limited Liability.**

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

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

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

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

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

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

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

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

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



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

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

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

**16. Taxes.**

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

**17. Unemployment Compensation.**

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

**18. Discrimination.**

The Contractor shall not, during its performance of this Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship. The Contractor shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the subcontractor constitutes a material breach of this Contract.

## **19. Disputes.**

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

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

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

## **21. Notices.**

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

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

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

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 \_\_\_\_\_, 2022. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

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

ATTEST

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

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Eric Witkoski  
Executive Director

Approved as to Form:

\_\_\_\_\_  
David Newton  
Senior Deputy Attorney General

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

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

**CRCNV** (Name and Address):

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

**CONTRACT**

Date:

**BOND**

Date (Not earlier than Contract Date):

Amount:

\$

Description: Contract No. CRCBF-04,  
Boulder Flats Solar Interconnection Project  
Location: Clark County, Nevada

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL** (Seal below)

**SURETY** (Seal below)

Company:

Company:

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

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

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

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

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

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

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

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

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2023.

**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 Station Service Transformer as specified herein.

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

**3. Delivery.**

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

3.2 The Contractor shall notify the following designated point of contact at least one (1) week in advance of any delivery date and shall not make any shipments without prior approval.

Mr. Robert Reese  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

3.3 No delivery will be approved until proper Submittals pertaining to storage and installation have been received and accepted.

3.4 Any items shipped without prior notification and approval may be returned to the point of origin or unloaded and stored at a place and in a manner determined by the CRCNV, and the Contractor will be charged with any additional expense resulting there from.

**4. Work by the CRCNV.**

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-04.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBF-04, and shall perform energization and start up 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 November 15, 2022 and ending on or before December 5, 2022.

5.1 The anticipated Final Acceptance Date for all Equipment is December 5, 2022.

**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 reproductions 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.

**1. 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 1000A**  
**Certification Sheet**

Contract No. CRCBF-04  
Section 1000A

**SECTION 1000**  
**33 71 26 26 TND**  
**Station Service Voltage Transformer**

**SECTION 1100**  
**Drawing List**

<u>Drawing Number</u>	<u>Description</u>
ES-4104	Boulder Flats 230KV Switchyard Metering and Relaying One Line
ES-4204	Boulder Flats 230KV Switchyard Plan View
ES-4205	Boulder Flats 230KV Switchyard Material List



801 1st Avenue North

P.O. BOX 67 (35201)

B'HAM, AL 35203

PH: 205-324-0909 / FAX 205-324-0955

**CUSTOMER:** Colorado River Commission

**PROJECT NAME:** Station Service Transformer

**PROJECT NUMBER:**

OWNER	PSS	QTY	MANUF.	CATALOG	ITEM DESCRIPTION	VEND	UNIT	EXTENDED
MARK	MARK			NUMBER		CODE	PRICE	PRICE

		2	Hitachi	N91110P050-ISOK	SSVT-900		\$106,520.00	\$213,040.00
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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF AUGUST 9, 2022**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve bid solicitation 69CRC-S1963 to Boulder Flats Solar Interconnection Project for Instrument Transformer to contract CRCBF-05 between Peak Substation Services and the Colorado River Commission of Nevada.

**RELATED TO AGENDA ITEM:**

Agenda Item G - L

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve solicitation 69CRC-S1963 to Boulder Flats Solar Interconnection Project for instrument transformer and authorize the Executive Director to sign it on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members.

SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flatts Solar Project.

The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded in parts.

**B. Background of Bid/Procurement**

On March 28, 2022, 8 bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. The bid solicitation 69CRC-S1963 for station service transformer was sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on May 18, 2022. The evaluation period took place from May 23, 2022 – June 1, 2022. Peak Substation Services was the responding vendor.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Instrument Transformer as specified. This contract is an enabling type of contract that allows the Commission’s Power Delivery Group to receive a quotation each time a purchase is to be made. 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.

Peak has provided excellent service for the Power Delivery Group’s materials purchasing needs; therefore, Staff recommends the Commission approve the amendment to the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.



**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-05  
Instrument Transformer**

**Bid Documents and Specifications**

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Issue: For Bid  
May 24, 2022

# **Boulder Flats Solar Interconnection Project**

## **Contract No. CRCBF-05 Instrument Transformer**

### **Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

The Colorado River Commission of Nevada (CRCNV) hereby requests that you submit a bid to supply all or a portion of the material described in the following documents, under the terms of the Contract included herein.

Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions provided on the NevadaEPro website.

Refer to Instructions for Vendors Responding to a Bid in the Important Links section on the front page of NevadaEPro for instructions on how to submit a Quote using NevadaEPro

The Material shall be purchased by the CRCNV pursuant to NRS 538.161(2) and its established procedures for Purchasing Electrical Materials for the Power Delivery Project. The contract shall be awarded and administered in accordance with the laws of the State of Nevada.

All Bids must be in accordance with this Request for Bids, the Bid Form and the Agreement published herein, and the documents referenced or included herein. Complete sets of Bid Documents shall be used in preparing Bids; CRCNV assumes no responsibility for error or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Additional copies of documents may be requested by electronic mail to [crccadmins@crc.nv.gov](mailto:crccadmins@crc.nv.gov).

At said place and time, and promptly thereafter, all bids that have been duly received will be opened and read aloud. The award of the Contract will be made at a later publicly-noticed meeting of the CRCNV.

### **2. Equipment.**

The Equipment to be purchased under the Contract is generally described as follows:

230-kV CCVT, 900-kV BIL, 1200/2000:1, 138kV Primary Line to Ground Voltage, Winding X: 1000VA at 0.15% Accuracy Class, Winding Y: 1000VA at 0.15% Accuracy Class. The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-900 of this Contract.

**3. Questions Regarding Request for Bid.**

Questions concerning this Request for Bid should be directed to:

Mr. Robert Reese  
Colorado River Commission of Nevada  
555 East Washington Ave, Suite 3100  
Las Vegas, Nevada 89101-1065  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: breese@crc.nv.gov

**4. Pricing and Security.**

Bids will be received on a unit price basis as described in the Bid Form. Bid Security will not be required. The selected Bidder(s) is required to post a performance bond in an amount equal to the Contract Price.

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

All bids remain subject to acceptance by the CRCNV for sixty (60) days.

If the CRCNV elects to accept Bidder's Bid, CRCNV shall give the Bidder notice thereof within the number of days set forth in the Bid Form.

Date: March 28, 2022

By:

Robert D. Reese

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

May 18, 2022



## **SECTION 200 BID INSTRUCTIONS**

### **1. Bid Form.**

The Bid Form is found in the 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 Flats Solar Interconnection Project  
Contract No. CRCBF-05  
Instrument Transformer

**2. This Bid is Submitted By:**

Name: PEAK SUBSTATION SERVICES, LLC

Address: 801 1<sup>ST</sup> AVE NORTH  
BIRMINGHAM, AL 35207

**3. This Bid is Submitted To:**

Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065

**4. Bid Terms and Conditions.**

4.1 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with the CRCNV in the form included in section 400 of this Request for Bid and to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in the bid and in accordance with the other terms and conditions incorporated by the Contract.

4.2 Bidder accepts all of the terms and conditions of the Bid Instructions. This bid remains subject to acceptance for sixty (60) days after the day the bids are due. Bidder will sign and submit the documents required by the Contract Documents within fifteen (15) days after the date of CRCNV's Notice of Award.

4.3 In submitting this bid, Bidder represents that:

4.3.1 Bidder has examined copies of the Request for Bids and all the documents contained therein, and copies of the following Addenda (receipt of which is hereby acknowledged):

No. _____	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	De W A N
401	1000	230-kV CCVT, 900-kV BIL, 1200/2000:1, 138kV Primary Line to Ground Voltage, Winding X: 1000VA at 0.15% Accuracy Class, Winding Y: 1000VA at 0.15% Accuracy Class, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	Each	\$10,500.-	9	\$94,500.-	HITACHI	29
CONTRACT PRICE						\$94,500.-		

Notice-to-Proceed.

Contract No. CRCBF-05

Section 300

6. **Delivery Schedule.**

Bidder agrees that the Equipment will be delivered on or before the above stated delivery dates, which dates comply with the times specified in the Contract Documents.

**SIGNATURE OF BIDDER**

By: PEAK SUBSTATION SERVICES, LLC  
(Corporation Name)

By: [Signature]  
(Signature of Authorized Person)

JASON HARRIS, PROJECT MANAGER  
(Printed Name and Title)

Business Address:

801 1st Ave. North

BIRMINGHAM, AL 35203

Phone

No. 877-324-6707 x221

Fax No.

205-324-6755

Email:

This Bid is Submitted On: May 17<sup>th</sup>, 2022.

**SECTION 320  
BID ADDENDUM**

(Bid Addenda, if any, to be included here when conformed Contract issued for signature).

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

(Bidder Clarifications and Substitutions proposed by the Bidder and accepted by the CRCNV, if any, to be included here when conformed Contract issued for signature).

**SECTION 350**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

(Disclosure Form shall be filled out and submitted with Bid)

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or maybe perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Name (include d.b.a. if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity.

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If a business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone, and fax numbers, point of contact, and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Nevada Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title, and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners, or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners, or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer, or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners, or principals of the business entity is presently a CRCNV employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer or official, this section must be completed in its entirety.

Contract No. CRCBF-05

Section 350

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAK SUBSTATIONS SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>301 1st Ave North</u>	Website: <u>www.peaksubstation.com</u>
City, State and Zip Code: <u>OTSEGO, AL 35891</u>	POC Name and Email: <u>John Hines</u> <u>john@peaksubstation.com</u>
Telephone Number: <u>877-321-0909 x221</u>	Fax Number: <u>205-321-0935</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

All entities, with the exception of publicly traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the CRCNV.

Publicly traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>LARRY BLAND</u>	<u>PRESIDENT</u>	<u>75%</u>
<u>John Hines</u>	<u>MANAGE SALES MANAGER</u>	<u>10%</u>
<u>WILLIAM DAVIS</u>	<u>SENIOR</u>	<u>15%</u>

This section is not required for publicly traded corporations.

- Are any individual members, partners, owners, or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners, or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the CRCNV will not take action on items generalized without the completed disclosure form.

<u>[Signature]</u> Signature	<u>John Hines</u> Print Name
<u>MANAGE SALES MANAGER</u> Title	<u>5-17-2022</u> Date



## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

---

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No      Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No      Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature \_\_\_\_\_

Print Name (Authorized Department Representative) \_\_\_\_\_

## DISCLOSURE OF RELATIONSHIP

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**SECTION 400**  
**CONTRACT NO. CRCBF-05**  
**Boulder Flats Solar Interconnection Project**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and \_\_\_\_\_, hereinafter referred to as the "Contractor." The CRCNV and the Contractor are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

**IN CONSIDERATION** of the mutual covenants contained herein, the Parties hereto agree as follows:

**1. Agreement to Provide Equipment**

CRCNV agrees to purchase and Contractor agrees to design, manufacture, assemble, test, ship, and provide all other ancillary services related to the delivery of the following electrical equipment and materials pursuant to the terms and conditions established in these Contract Documents:

Bid Item	Description
401	230-kV CCVT, 900-kV BIL, 1200/2000:1, 138kV Primary Line to Ground Voltage, Winding X: 1000VA at 0.15% Accuracy Class, Winding Y: 1000VA at 0.15% Accuracy Class, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada

**2. Definitions**

2.1 "Acceptance" or "Final Acceptance" means the formal action by the CRCNV accepting the Equipment, or any portion thereof, as complete and satisfactory, subject to Contractor's warranties.

2.2 "Acceptance Testing" means any testing required by the CRCNV prior to, and as a prerequisite of, CRCNV's Acceptance.

2.3 "Bid Form" means the approved form on which the CRCNV requested that the Contractor prepare and submit a Bid to the CRCNV as an offer to provide the Equipment, which has now been accepted by the CRCNV pursuant to this Contract and is therefore incorporated herein as a part of this Contract.

2.4 "Change Order" means the CRCNV's signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCBF-05, Instrument Transformer; section 500, Performance Bond; and the Specifications contained in section 600 through section 1200. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

2.6 "Contract Price" means the total compensation payable to the Contractor for the Contractor's performance of this Contract, as proposed by Contractor in Contractor's Bid, and as may be amended by any Change Order pursuant to section 8.

2.7 "Executive Director" means the executive director of the Colorado River Commission of Nevada.

2.8 "Equipment" means the electrical equipment and materials, or any portion thereof, described in the Specifications.

2.9 "Notice to Proceed" means the written notice given by the CRCNV to the Contractor fixing the date on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

2.10 "Performance Milestones" means those dates by which particular portions of the Equipment or work related thereto must be complete, as set forth in section 600.

2.11 "Project" means the Boulder Flats Solar Interconnection Project.

2.12 "Request for Bids" means the CRCNV's request that the Contractor and others make a Bid to contract with the CRCNV.

2.13 "Specifications" means the technical descriptions of the Equipment and services to be furnished by the Contractor, which are included as part of the CRCNV's Request for Bids, Contractor's Bid, and all modifying addenda and Change Orders thereto.

2.14 "Submittals" includes shop drawings, catalog cuts, samples, operating and maintenance instructions, progress payments, requests, and other documents and items specified to be delivered to the CRCNV.

2.15 "Work" means everything required or reasonably inferred to be furnished and done by the Contractor pursuant to the Contract Documents.

### **3. CRCNV's Representative**

3.1 The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101-1065

3.3 The CRCNV's Representative may designate any other employee of the CRCNV to perform his responsibilities under this Contract.

### **4. Contractor's Representative**

Within ten (10) days following execution of this Contract by the Contractor, the Contractor must identify in writing the Contractor's Representative. The Contractor's Representative is authorized to act fully on behalf of the Contractor. The Contractor may change or designate another individual as its Contractor's Representative by written notice to the CRCNV.

### **5. Contract Price**

The CRCNV shall pay the Contract Price to the Contractor in current U.S. funds in the amount described in the Contractor's Bid and in accordance with the payment procedures provided in section 7, unless changed in accordance with section 8, for the total cost of the Equipment and for the performance of all the Work described in the Contract Document.

### **6. Commencement and Completion of Performance**

Upon receipt of a written notice to proceed from the CRCNV's Representative, the Contractor shall proceed with the performance of this Contract, pursuing the Work diligently, to the end that the Equipment be manufactured and delivered in accordance with the Performance Milestones.

### **7. Payment Procedures**

7.1 **Progress Payments.** The Contractor shall submit an application for payment to the CRCNV for the amount of ninety percent (90%) of the Equipment's value, upon shipment of the Equipment.



**7.2 Procedure for Progress Payments.** CRCNV shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.

**7.3 Application for Final Payment.** The Contractor shall submit an application for final payment upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

**7.4 Procedure for Final Payment.** The CRCNV shall pay the Contractor within thirty (30) days of receipt of a correct, itemized invoice for the final payment. The CRCNV's payment of the final payment shall constitute a full waiver of all claims by the CRCNV against the Contractor, other than those arising from unsettled liens, from defective work appearing after final inspection, or from the Contractor's failure to comply with the requirements of this Contract. The Contractor's receipt of final payment shall constitute the Contractor's waiver of all claims by the Contractor against the CRCNV, other than those previously made in writing and remaining unresolved at the time of final payment.

## **8. Changes in the Work, Contract Price or Performance Milestones**

**8.1** Without invalidating this Contract, the CRCNV may, at any time or from time to time, issue a Change Order requiring additions to, deletions from, or revisions to the Equipment or quantities stated herein. Upon receipt of a Change Order, the Contractor shall proceed with the performance of the Contract Documents as altered by the Change Order. If Contractor's compliance with any Change Order would cause an increase in the Contract Price, the Contractor shall, within fifteen (15) days, notify the CRCNV and submit a signed, written claim therefore including information regarding the events and circumstances and supporting data giving rise to the Contractor's claim. The CRCNV shall approve or disapprove the Contractor's claim within twenty (20) days after receipt of the Contractor's claim and, if approved, issue a Change Order amending the Contract Price.

**8.2** If the Contractor's compliance with any Change Order would interfere with the Contractor's ability to complete the performance of this Contract within the Performance Milestones, including final performance of this Contract, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Performance Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a Change Order amending the Performance Milestones.

**8.3** The CRCNV shall not compensate Contractor for additional work performed by the Contractor without authorization or Change Order. The Contractor shall notify its surety of any changes in the general scope of the work to be performed under this Contract.

8.4 This Contract may be amended, modified, or supplemented only by Change Order as provided herein or otherwise by amendment executed in writing by the CRCNV and the Contractor.

## **9. "Like", "Equivalent" And "Or Equal" Items**

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like", "equivalent" and "or equal" items may be substituted only if, in the CRCNV's sole discretion, although not qualifying as an "or equal" item, is an item essentially equivalent to that named and a substitute therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the CRCNV from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for evaluation thereof to the CRCNV, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor's completion of performance of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the CRCNV for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the CRCNV in evaluating the proposed substitute. The CRCNV may require the Contractor to furnish any additional data about the proposed substitute.

9.2 No "like", "equivalent", "or equal" or other 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 there from.

10.3 If the Contractor does not have the necessary test facilities or personnel to perform all required inspections, tests or approvals, the Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents, which the Contractor cannot perform.

10.4 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for all inspections or tests requiring observation by the CRCNV. The CRCNV's observation of inspections or tests, or inspections or tests performed by persons other than the Contractor, with the exception of Acceptance Testing, does not relieve the Contractor's obligation to perform this Contract as specifically required herein. Compliance is the responsibility of the Contractor. No act or omission on the part of the CRCNV may be construed as relieving the Contractor of this responsibility. Inspection of Equipment later determined to be nonconforming is not cause or excuse for acceptance of the nonconforming Equipment.

10.5 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for Acceptance Testing. The Contractor shall provide the CRCNV reasonable access to the Contractor's premises and provide proper and safe facilities for the CRCNV's observation or conduct of Acceptance Testing.

10.6 If the CRCNV determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the CRCNV's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, CRCNV may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the CRCNV's written order. The Contractor is responsible for the costs of such correction or replacement



and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The CRCNV, at CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

10.7 Nothing in this article concerning the correction or replacement of defective Equipment establishes any period of limitation with respect to any claim by the CRCNV against the Contractor for performance or damages arising out of the Contractor's obligation to perform this Contract.

## **11. Data, Reports, and Drawings**

11.1 All data, reports, drawings and specifications provided to the Contractor by the CRCNV pursuant to this Contract or the CRCNV's Request for Bids remains the property of the CRCNV and must be delivered to the CRCNV upon completion of performance of this Contract. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. Such documents are not intended or represented by CRCNV to be suitable for reuse by the CRCNV or others, either for extension of the Project or for other projects. Any reuse of such documents by the Contractor without the prior written consent of the CRCNV is at the Contractor's risk and the Contractor shall hold the CRCNV harmless with respect to any liability arising out of such reuse.

11.2 The books, records, documents and accounting procedures and practices of the Contractor relative to direct costs and expenditures under this Contract are subject to inspection, examination and audit by the State, the Commission, the attorney general of Nevada and the Nevada state legislative auditor.

11.3 Subject to applicable state law, the Contractor shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify the CRCNV of the demand for information before the Contractor responds to such demand.

11.4 The Contractor shall retain its rights in its standard drawing details, designs specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services remain the property of the Contractor.

## **12. Liquidated Damages**

12.1 The CRCNV and the Contractor recognize that time is of the essence of this Contract and that the CRCNV will suffer financial loss if the Equipment is not manufactured or delivered within the times specified as Performance Milestones, plus any extensions thereof allowed by Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CRCNV if the Equipment is not manufactured or delivered on time or is

not acceptable to CRCNV. Accordingly, instead of requiring any such proof, the CRCNV and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall, at the CRCNV's election in lieu of termination of this Contract, pay the CRCNV the following sums for each day that expires after the Performance Milestones in the Contractor's Proposal:

Bid Item	Description	Liquidated Damages, Per Day
401	230-kV CCVT, 900-kV BIL, 1200/2000:1, 138kV Primary Line to Ground Voltage, Winding X: 1000VA at 0.15% Accuracy Class, Winding Y: 1000VA at 0.15% Accuracy Class, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed by Contractor must not exceed the Contract Price. The CRCNV is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

### 13. Insurance, Bonds, and Indemnification

13.1 **General.** The Contractor must not commence any Work under this Contract until it obtains, at its own expense, all insurance and surety bonds as required in this article. The types of insurance and surety bonds to be obtained are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, Transportation, and Performance Bonds, as outlined in the following portions of this article. The Workers' Compensation, Employers' Liability, and Automobile Liability insurance must be maintained in force for the full period of this Contract. The Commercial General Liability insurance must be maintained in force for the full period of this Contract and for one year thereafter.

13.2 **Generally Accepted Professional Practices.** The services provided or procured by the Contractor pursuant to this Contract must be in accordance with generally accepted applicable professional practices and principles. The insurance, bond, and indemnification required by this Contract must be in addition to the Contractor's duty to perform this Contract and are cumulative to any other right of indemnification or contribution, which the CRCNV may have in law, equity or otherwise and must survive the completion of the Contractor's performance of the Work.

13.3 **Contractor's Responsibility.** Nothing contained in these insurance requirements may be construed as limiting the extent of the Contractor's total responsibility for payment if claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the Contractor's operations under this Contract.

### 13.4 Minimum Scope and Limits of Insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability, and XCU coverage.

**Minimum Requirements:**

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State.  
b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.



**4. Builders' Risk Insurance or Installation Floater**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The Colorado River Commission of Nevada, shall be Insureds on the policy.
- b. Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for soft costs, flood, and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off-site.
- f. Policy shall contain a waiver of subrogation against the State of Nevada.
- g. Contractor is responsible for the payment of all policy deductibles.

**5. Transportation(Cargo) Insurance**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders

- a. Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.
- b. Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.
- c. The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days' written notice must be given to the Owner before the policy is changed or canceled.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Colorado River Commission of Nevada, is named as an additional insured, the CRCNV shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065). Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

13.5 **Endorsements.** All endorsements must be dated, reflect the name of the insurance company, the type of insurance and policy number, be executed by a duly authorized representative of the insurance company and be attached to the certificate. The additional insureds must be included by endorsement.

13.6 **Waiver of Subrogation.** By endorsement (ISO Form #CG 24 04 11 85 or its equivalent), the Contractor's insurance carriers (except Nevada Workers' Compensation) shall waive their rights of recovery against the Colorado River Commission of Nevada, and its successors or assigns including its commissioners, officers and employees individually and collectively.

13.7 **Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor must be primary insurance with respect to any of the CRCNV's insurance whose insurance must stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.

**13.8 Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.

**13.9 CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

**13.10 Deductibles.** With respect to any and all insurance required under this article, the deductible must not exceed \$2,500.00, without the prior written approval of the CRCNV.

**13.12 Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.

**13.13 Indemnification; Limited Liability.**

**13.13.1** To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any



others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

13.13.2 The CRCNV, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties is not subject to punitive damages. Liquidated damages do not apply unless otherwise specifically provided in the Contract Documents. Damages for any CRCNV breach must never exceed the amount of funds appropriated or authorized for payment under this Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach must not exceed 150 percent of the contract maximum "not to exceed" value. Contractor's tort liability is not limited.

**13.14 Performance Bond.** The Contractor must furnish with the executed Contract, a performance bond in the amount of the Contract Price as security for faithful performance of all Contractors' obligations under this Contract. The Contractor must maintain that performance bond in effect during the term of this Contract and for one year thereafter. The performance bond must be executed by a surety or sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". A certified copy of the agent's authority to act must accompany a bond signed by an agent. Only surety companies authorized to do business in, and having an agent for services of process in the state of Nevada will be acceptable. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Nevada, or it ceases to meet the requirements of the preceding sub-article, the Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the CRCNV.

#### **14. Risk Of Delay**

14.1 The Contractor shall accept the risk of any delays caused by the CRCNV. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the CRCNV for damages or contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay.

14.2 If the Contractor is delayed due to circumstances beyond the Contractor's control, including, but not limited to, actions or failures of any of the CRCNV's other contractors, fires, floods, labor disputes, pandemics, epidemics, abnormal weather conditions, or acts of God, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Project Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a Change Order amending the Project Milestones.

14.3 The CRCNV reserves the right to order the Contractor to delay shipment of Equipment in accordance with Performance Milestones. If such a delay is ordered by the

CRCNV in writing, the CRCNV shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the CRCNV. Such costs may include reasonable storage costs, insurance, and transportation to a reasonable storage facility.

## **15. Effect and Termination**

**15.1** This Contract shall become effective as of the date of its execution and shall remain in effect, unless terminated earlier by the CRCNV as provided for herein, until one year after the CRCNV's Final Acceptance of the Equipment and Final Payment of the Contractor.

**15.2 Failure to meet Performance Milestones.** The CRCNV reserves the right to cancel any portion of the Contractor's performance of this Contract which is not performed within the Performance Milestones. In the event of such cancellation, the CRCNV shall pay the Contractor in full for any portion of the Equipment which has been accepted by the CRCNV.

**15.3 Stop Work.** If at any time the CRCNV should determine the Contractor's work or the Equipment to be defective, or if the Contractor fails to supply suitable materials, equipment or supplies, the CRCNV may order Contractor to stop work, or any portion thereof, until the cause of such order has been eliminated.

**15.4 CRCNV's Right to Take Possession and Terminate.** If the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a trustee files a petition against the Contractor to take advantage of any debtor's act or to reorganize the Contractor under bankruptcy or similar laws; if Contractor repeatedly fails to supply suitable materials or equipment in the performance of this Contract; if Contractor fails to make prompt payments for labor, materials, or equipment; if Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Equipment or the Contractor's performance of this Contract; or, if the Contractor disregards the CRCNV's orders or Change Orders under this Contract, then the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, and after giving the Contractor and his surety at least seven days' written notice, terminate this Contract and take possession of all Equipment then delivered, and obtain all additional Equipment required by this Contract from third party sources by whatever method the CRCNV may choose. In such case, the Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.



**16. Taxes.**

The Contractor must promptly pay all taxes that are lawfully assessed against the Contractor in connection with the Work. The CRCNV is exempt from sales tax pursuant to a ruling and determination of the attorney general of the State of Nevada.

**17. Unemployment Compensation.**

The Contractor must at all times comply with the requirements of Nevada Revised Statutes ("NRS") chapter 612 (Unemployment Compensation).

**18. Discrimination.**

The Contractor shall not, during its performance of this Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the subcontractor constitutes a material breach of this Contract.

**19. Disputes.**

Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada.

**20. Waiver of Claims.**

The CRCNV's making and the Contractor's acceptance of final payment constitute a waiver of all claims by the CRCNV against the Contractor and the Contractor against the CRCNV, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract or the terms of any special guarantees specified therein. The CRCNV's making and the Contractor's acceptance of final payment does not constitute a waiver by the CRCNV of any rights in respect of the Contractor's continuing obligations under the Contract, nor a waiver of those claims previously made in writing and still unsettled.

**21. Notices.**

21.1 Any notice, demand, or request required or authorized by this Contract to be served, given, or made shall be deemed properly served, given or made if delivered in person or sent by electronic mail and certified mail, postage prepaid, to the persons specified below:

Colorado River Commission of Nevada

Contract No. CRCBF-05

Section 400

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c/o Executive Director  
555 E. Washington Ave., Suite 3100  
Las Vegas, NV 89101-1065  
Email: [CRCAdmins@crc.nv.gov](mailto:CRCAdmins@crc.nv.gov)

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21.2 Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands, or requests hereunder.

**22. Submission of Claims.**

Should the CRCNV or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other Party or of any of the other Party's employees or agents or others for whose acts the other Party is legally liable, claim must be made in writing to the other Party within a reasonable time of the first observance of such injury or damage. The provisions of this article shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**23. Assignment of Contract.**

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRCNV. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

**24. Severability.**

Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Contract had been executed without the invalid portion. In the event any provision of this Contract is declared invalid, the Parties shall promptly renegotiate to restore this Contract as near as possible to its original intent and effect.

**25. Survival.**

Any provision of this Contract that expressly or by implication comes into or remains in force following the termination or expiration of this Contract survives the termination or expiration of this Contract.

**26. Applicable Law; Venue.**

This Contract and the rights of the Parties hereto must be interpreted, governed, and construed in accordance with the laws of the State of Nevada. The Parties consent to the venue and jurisdiction of the state of and federal courts within Clark County, Nevada.

**27. Article Headings.**

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract.

**28. Waiver.**

Either of the Parties shall have the right to excuse or waive performance by the other Party of any obligation under this Contract by a written notice signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either party of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

**29. Entire Agreement; Contractor Certification.**

This Contract, together with the other Contract Documents, comprises the entire agreement between the CRCNV and the Contractor for the performance of the Work. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. The Contractor is bound and must comply with each and every term, condition, and covenant set forth in the Contract Documents.

**30. Authority to Execute.**

Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

**IN WITNESS WHEREOF**, the Contractor and the CRCNV have executed three duplicate originals of this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
\_\_\_\_\_

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Eric Witkoski  
Executive Director

Approved as to Form:

\_\_\_\_\_  
David Newton  
Senior Deputy Attorney General



**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CRCNV** (Name and Address):

Colorado River Commission of Nevada  
555 E. Washington Avenue  
Suite 3100  
Las Vegas, Nevada 89101-1065

**CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

\$ \_\_\_\_\_

Description: Contract No. CRCBF-05,  
Boulder Flats Solar Interconnection Project  
Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date): \_\_\_\_\_

Modifications to this Bond Form: \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL** (Seal below)

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY** (Seal below)

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CRCNV for the performance of the Contract, which is incorporated herein by reference.

2. If the Contractor performs the Contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no CRCNV Default, the Surety's obligation under this Bond arises after:
  - 3.1 The CRCNV has notified the Contractor and the Surety at its address described in subsection 9 below, that the CRCNV is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and Surety, to be held not later than fifteen (15) days after receipt of such notice, to discuss methods of performing the Contract. If the CRCNV, the Contractor, and the Surety agree, the Contractor must be allowed a reasonable time to perform the Contract, but such an agreement does not waive the CRCNV's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The CRCNV has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default must not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3 The CRCNV has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the Contract with the CRCNV.
4. When the CRCNV has satisfied the conditions of subsection 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with the consent of the CRCNV, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the CRCNV for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the CRCNV and the contractor selected with the CRCNV's concurrence, to be secured with a performance bond executed by a qualified Surety equivalent to the bond issued on the Contract, and paid to the CRCNV the amount of damages as described in subsection 6 of the Balance of the Contract Price incurred by the CRCNV resulting from the Contractor's Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to the CRCNV and, as soon as practicable after the amount is determined, tender payment therefore to the CRCNV; or

4.4.2 Deny liability in whole or in part and notify the CRCNV citing the reasons therefore. If the Surety does not proceed as provided in subsection 4, with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the CRCNV to the Surety demanding that the Surety perform its obligations under this Bond, and the CRCNV is entitled to enforce any remedy available to the CRCNV. If the Surety proceeds as provided in paragraph 4.4, and the CRCNV returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the CRCNV is entitled to enforce any remedy available to the CRCNV.

5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraphs 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the CRCNV must not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety must not be greater than those of the CRCNV under the Contract. To the limit of the amount of this Bond, but subject to commitment by the CRCNV of the Balance of the Contract Price to the mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

5.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

5.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the action or failure to act of the Surety under subsection 4; and

5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the Contractor.

6. The Surety is not liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price must not be reduced or set off on account of any such unrelated obligations. No right of action accrues on this Bond to any person or entity other than the CRCNV or its heirs, executors, administrators, or successors.

7. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is performed under the Contract and must be initiated within two years after the Contractor's Default, or

within two years after the Contractor ceased working, or within two years after the Surety refuses or fails to perform its obligation under this Bond, whichever occurs first. If the provisions of this subsection are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court is applicable.

9. Notice to the Surety, the CRCNV, or the Contractor must be mailed or delivered to the address shown on the signature page of this performance bond.
10. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work is performed any provision of this bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
11. Definitions.
  - 11.1 "Balance of the Contract Price" means the total amount payable by the CRCNV to the Contractor under the Contract after all proper adjustments have been made, including allowances to the Contractor of any amounts received or to be received by the CRCNV in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
  - 11.2 "Contract" means the agreement between the CRCNV and the Contractor identified on the signature page, including all the Contract documents and changes thereto.
  - 11.3 "Contractor Default" means a failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 11.4 "CRCNV Default" means a failure of the CRCNV, which has neither been remedied nor waived, to pay the Contractor or to perform in complete or comply with the other terms of this Contract.



**SECTION 600  
SUMMARY OF THE WORK**

**1. Project Description.**

1.1 The Colorado River Commission of Nevada ("CRCNV") intends to build a new 230kV switchyard and ten mile long 230kV transmission line, located in Boulder City, Nevada.

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2023.

**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 Instrument Transformer as specified herein.

2.2 It is anticipated that no one single supplier can provide a bid for all items, thus the Contract may be awarded in parts.

**3. Delivery.**

3.1 Bid Item 403 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada 89015.

3.2 The Contractor shall notify the following designated point of contact at least one (1) week in advance of any delivery date, and shall not make any shipments without prior approval.

Mr. Robert Reese  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [breeser@crc.nv.gov](mailto:breeser@crc.nv.gov)

3.3 No delivery will be approved until proper Submittals pertaining to storage and installation have been received and accepted.

3.4 Any items shipped without prior notification and approval may be returned to the point of origin, or unloaded and stored at a place and in a manner determined by the CRCNV, and the Contractor will be charged with any additional expense resulting therefrom.

**4. Work by the CRCNV.**

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-05.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBF-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 November 15, 2022, and ending on or before December 5, 2022.

5.2 The anticipated Final Acceptance Date for all Equipment is December 5, 2022.

**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 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 1000A**  
**Certification Sheet**

**SECTION 1000**  
**33 71 26 15 TND**  
**Instrument Transformers**

**SECTION 1100**  
**Drawing List**

<u>Drawing Number</u>	<u>Description</u>
ES-4104	Boulder Flats 230KV Switchyard Metering and Relaying One Line
ES-4204	Boulder Flats 230KV Switchyard Plan View



801 1st Avenue North

P.O. BOX 67 (35201)

B'HAM, AL 35203

PH: 205-324-0909 / FAX 205-324-0955

**CUSTOMER:** Colorado River Commission

**PROJECT NAME:** CCVT Transformer

**PROJECT NUMBER:**

OWNER	PSS	QTY	MANUF.	CATALOG	ITEM DESCRIPTION	VEND	UNIT	EXTENDED
MARK	MARK			NUMBER		CODE	PRICE	PRICE

		9	Hitachi	N76064M200C-803	CCVT		\$10,500.00	\$94,500.00
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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF AUGUST 9, 2022**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve bid solicitation 69CRC-S1964 to Boulder Flats Solar Interconnection Project for High Voltage Disconnect Switches to contract CRCBF-06 between Peak Substation Services and the Colorado River Commission of Nevada.

**RELATED TO AGENDA ITEM:**

Agenda Item G - L

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve solicitation 69CRC-S1964 to Boulder Flats Solar Interconnection Project for High Voltage Disconnect Switches and authorize the Executive Director to sign it on behalf of the Commission.

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members.

SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flatts Solar Project.

The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded in parts.

**B. Background of Bid/Procurement**

On March 28, 2022, 8 bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. The bid solicitation 69CRC-S1964 for station service transformer was sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on May 18, 2022. The evaluation period took place from May 23, 2022 – June 1, 2022. Peak Substation Services was the responding vendor.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of HV Disconnect Switch as specified. This contract is an enabling type of contract that allows the Commission’s Power Delivery Group to receive a quotation each time a purchase is to be made. 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.

Peak has provided excellent service for the Power Delivery Group’s materials purchasing needs; therefore, Staff recommends the Commission approve the amendment to the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.





**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-06  
HV Disconnect Switch**

**Bid Documents and Specifications**

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Issue: For Bid  
May 24, 2022

## **Boulder Flats Solar Interconnection Project**

### **Bid No. CRCBF-06 HV Disconnect Switch**

#### **Bid Documents and Specifications**

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Equipment .....	800
Manufacturer's Field Service .....	900
Certification Sheet .....	1000A
HV Disconnect Switch .....	1000
HV Disconnect Switch DS-1 .....	1010
HV Disconnect Switch DS-2 .....	1020
HV Disconnect Switch DS-3 .....	1030
Drawing List .....	1100

## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

The Colorado River Commission of Nevada (CRCNV) hereby requests that you submit a bid to supply all or a portion of the material described in the following documents, under the terms of the Contract included herein.

Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions provided on the NevadaEPro website.

Refer to Instructions for Vendors Responding to a Bid in the Important Links section on the front page of NevadaEPro for instructions on how to submit a Quote using NevadaEPro.

The Material shall be purchased by the CRCNV pursuant to NRS 538.161(2) and its established procedures for Purchasing Electrical Materials for the Power Delivery Project. The contract shall be awarded and administered in accordance with the laws of the State of Nevada.

All Bids must be in accordance with this Request for Bids, the Bid Form and the Agreement published herein, and the documents referenced or included herein. Complete sets of Bid Documents shall be used in preparing Bids; CRCNV assumes no responsibility for error or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Additional copies of documents may be requested by electronic mail to [ccadmins@crc.nv.gov](mailto:ccadmins@crc.nv.gov).

At said place and time, and promptly thereafter, all bids that have been duly received will be opened and read aloud. The award of the Contract will be made at a later publicly-noticed meeting of the CRCNV.

### **2. Equipment.**

The Equipment to be purchased under the Contract is generally described as follows:

230-kV Disconnect Switch, 3000A, 100kA. The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div. 1" documents within the Technical Specifications shall be defined as Sections 100-900 of this Contract.

**3. Questions Regarding Request for Bid.**

Questions concerning this Request for Bid should be directed to:

Mr. Robert Reese  
Colorado River Commission of Nevada  
555 East Washington Ave, Suite 3100  
Las Vegas, Nevada 89101-1065  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

**4. Pricing and Security.**

Bids will be received on a unit price basis as described in the Bid Form. Bid Security will not be required. The selected Bidder(s) is required to post a performance bond in an amount equal to the Contract Price.

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

All bids remain subject to acceptance by the CRCNV for sixty (60) days.

If the CRCNV elects to accept Bidder's Bid, CRCNV shall give the Bidder notice thereof within the number of days set forth in the Bid Form.

Date: March 28, 2022 By:

\_\_\_\_\_  
Robert D. Reese  
Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE: May 18, 2022



## **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, present it at a meeting of the Colorado River Commission of Nevada and will execute all copies of the Contract upon approval and return one original copy to the Contractor.

**8. Performance Bond.**

The successful Bidder will be required to furnish a Procurement Performance Bond as security for the faithful performance of the Contract, which must be at least as protective as those bonds otherwise required pursuant to NRS 339.025.

**SECTION 300  
BID FORM**

**1. Project Identification:**

Boulder Flats Solar Interconnection Project  
Contract No. CRCBF-06  
HV Disconnect Switch

**2. This Bid is Submitted By:**

Name: PEAK SUBSTATION SERVICES, LLC

Address: 201 1ST AVE. NORTH

BRANDSTADT AR 35203

**3. This Bid is Submitted To:**

Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065

**4. Bid Terms and Conditions.**

4.1 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with the CRCNV in the form included in section 400 of this Request for Bid and to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in the bid and in accordance with the other terms and conditions incorporated by the Contract.

4.2 Bidder accepts all of the terms and conditions of the Bid Instructions. This bid remains subject to acceptance for sixty (60) days after the day the bids are due. Bidder will sign and submit the documents required by the Contract Documents within fifteen (15) days after the date of CRCNV's Notice of Award.

4.3 In submitting this bid, Bidder represents that:

4.3.1 Bidder has examined copies of the Request for Bids and all the documents contained therein, and copies of the following Addenda (receipt of which is hereby acknowledged):

No. _____	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	De
401	1000	High Voltage Disconnect Switch, 3000 ampere, 100kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	Each	\$31,250.-	9	\$281,250.-	ROYAL	R-
<b>CONTRACT PRICE</b>								

Notice-to-Proceed.

6. **Delivery Schedule.**

Bidder agrees that the Equipment will be delivered on or before the above stated delivery dates, which dates comply with the times specified in the Contract Documents.

**SIGNATURE OF BIDDER**

By: PEAK SUBSTATION SERVICES, LLC  
(Corporation Name)

By: [Signature]  
(Signature of Authorized Person)

JASON HARRIS, ACCOUNT SALES MANAGER  
(Printed Name and Title)

Business Address:

301 1<sup>st</sup> AVE. NORTH  
GREENSBORO, NC 27263

Phone

No. 877-324-0955 ext 1

Fax No.

252-324-0955

Email:

jharris@peaksubstation.com

This Bid is Submitted On: May 17<sup>th</sup>, 2022.

**SECTION 320**  
**BID ADDENDUM**

(Bid Addenda, if any, to be included here when conformed Contract issued for signature).

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

(Bidder Clarifications and Substitutions proposed by the Bidder and accepted by the CRCNV, if any, to be included here when conformed Contract issued for signature).

**SECTION 350**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

(Disclosure Form shall be filled out and submitted with Bid)

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or maybe perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

***Business Name (include d.b.a. if applicable)*** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

***Corporate/Business Address, Business Telephone, Business Fax, and Email*** – Enter the street address, telephone and fax numbers, and email of the named business entity.

***Local Business Address, Local Business Telephone, Local Business Fax, and Email*** – If a business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone, and fax numbers, point of contact, and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

***Number of Nevada Residents employed by this firm.***

***List of Owners/Officers*** – Include the full name, title, and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

***For All Contracts*** – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners, or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners, or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer, or other professional services.

***Signature and Print Name*** – Requires signature of an authorized representative and the date signed.

***Disclosure of Relationship Form*** – If any individual members, partners, owners, or principals of the business entity is presently a CRCNV employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAK SUBSTITUTION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>801 1ST AVE NORTH</u>	Website: <u>www.peaksubstitution.com</u>
City, State and Zip Code: <u>PEDERSEN, AL 35262</u>	POC Name and Email:
Telephone Number: <u>877-324-6757 x221</u>	Fax Number: <u>205-324-6757</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

All entities, with the exception of publicly traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the CRCNV.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

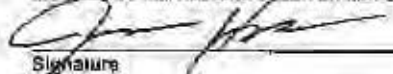
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>LARRY BROWN</u>	<u>PRESIDENT</u>	<u>75%</u>
<u>JASON HARRIS</u>	<u>NATIONAL SALES MANAGER</u>	<u>10%</u>
<u>CHRISTIAN DAVIS</u>	<u>ESTIMATOR</u>	<u>15%</u>

This section is not required for publicly traded corporations.

- Are any individual members, partners, owners, or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners, or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?  
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete and accurate. I also understand that the CRCNV will not take action on items agendized without the completed disclosure form.

<u></u> Signature	<u>Jason Harris</u> Print Name
<u>NATIONAL SALES MANAGER</u> Title	<u>5/17/2011</u> Date



## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

---

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

## DISCLOSURE OF RELATIONSHIP

### *For CRCNV Use Only:*

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

### *For CRCNV Use Only:*

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

### *For CRCNV Use Only:*

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**SECTION 400**  
**CONTRACT NO. CRCBF-06**  
**Boulder Flats Solar Interconnection Project**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and \_\_\_\_\_, 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	High Voltage Disconnect Switch, 3000 ampere, 100kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada

**2. Definitions**

2.1 "Acceptance" or "Final Acceptance" means the formal action by the CRCNV accepting the Equipment, or any portion thereof, as complete, and satisfactory, subject to Contractor's warranties.

2.2 "Acceptance Testing" means any testing required by the CRCNV prior to, and as a prerequisite of, CRCNV's Acceptance.

2.3 "Bid Form" means the approved form on which the CRCNV requested that the Contractor prepare and submit a Bid to the CRCNV as an offer to provide the Equipment, which has now been accepted by the CRCNV pursuant to this Contract and is therefore incorporated herein as a part of this Contract.

2.4 "Change Order" means the CRCNV's signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 "Contract Documents" means the documents contained in this conformed

and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCBF-06, HV Disconnect Switch; section 500, Performance Bond; and the Specifications contained in section 600 through section 1200. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

2.6 "Contract Price" means the total compensation payable to the Contractor for the Contractor's performance of this Contract, as proposed by Contractor in Contractor's Bid, and as may be amended by any Change Order pursuant to section 8.

2.7 "Executive Director" means the executive director of the Colorado River Commission of Nevada.

2.8 "Equipment" means the electrical equipment and materials, or any portion thereof, described in the Specifications.

2.9 "Notice to Proceed" means the written notice given by the CRCNV to the Contractor fixing the date on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

2.10 "Performance Milestones" means those dates by which particular portions of the Equipment or work-related thereto must be complete, as set forth in section 600.

2.11 "Project" means the Boulder Flats Solar Interconnection Project.

2.12 "Request for Bids" means the CRCNV's request that the Contractor and others make a Bid to contract with the CRCNV.

2.13 "Specifications" means the technical descriptions of the Equipment and services to be furnished by the Contractor, which are included as part of the CRCNV's Request for Bids, Contractor's Bid, and all modifying addenda and Change Orders thereto.

2.14 "Submittals" includes shop drawings, catalog cuts, samples, operating and maintenance instructions, progress payments, requests, and other documents and items specified to be delivered to the CRCNV.

2.15 "Work" means everything required or reasonably inferred to be furnished and done by the Contractor pursuant to the Contract Documents.

### **3. CRCNV's Representative**

3.1 The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret, and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101-1065

3.3 The CRCNV's Representative may designate any other employee of the CRCNV to perform his responsibilities under this Contract.

### **4. Contractor's Representative**

Within ten (10) days following execution of this Contract by the Contractor, the Contractor must identify in writing the Contractor's Representative. The Contractor's Representative is authorized to act fully on behalf of the Contractor. The Contractor may change or designate another individual as its Contractor's Representative by written notice to the CRCNV.

### **5. Contract Price**

The CRCNV shall pay the Contract Price to the Contractor in current U.S. funds in the amount described in the Contractor's Bid and in accordance with the payment procedures provided in section 7, unless changed in accordance with section 8, for the total cost of the Equipment and for the performance of all the Work described in the Contract Document.

### **6. Commencement and Completion of Performance**

Upon receipt of a written notice to proceed from the CRCNV's Representative, the Contractor shall proceed with the performance of this Contract, pursuing the Work diligently, to the end that the Equipment be manufactured and delivered in accordance with the Performance Milestones.

### **7. Payment Procedures**

7.1 **Progress Payments.** The Contractor shall submit an application for payment to the CRCNV for the amount of ninety percent (90%) of the Equipment's value, upon shipment of the Equipment.



**7.2 Procedure for Progress Payments.** CRCNV shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.

**7.3 Application for Final Payment.** The Contractor shall submit an application for final payment upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

**7.4 Procedure for Final Payment.** The CRCNV shall pay the Contractor within thirty (30) days of receipt of a correct, itemized invoice for the final payment. The CRCNV's payment of the final payment shall constitute a full waiver of all claims by the CRCNV against the Contractor, other than those arising from unsettled liens, from defective work appearing after final inspection or from the Contractor's failure to comply with the requirements of this Contract. The Contractor's receipt of final payment shall constitute the Contractor's waiver of all claims by the Contractor against the CRCNV, other than those previously made in writing and remaining unresolved at the time of final payment.

## **8. Changes in the Work, Contract Price or Performance Milestones**

**8.1** Without invalidating this Contract, the CRCNV may, at any time or from time to time, issue a Change Order requiring additions to, deletions from, or revisions to the Equipment or quantities stated herein. Upon receipt of a Change Order, the Contractor shall proceed with the performance of the Contract Documents as altered by the Change Order. If Contractor's compliance with any Change Order would cause an increase in the Contract Price, the Contractor shall, within fifteen (15) days, notify the CRCNV and submit a signed, written claim therefore including information regarding the events and circumstances and supporting data giving rise to the Contractor's claim. The CRCNV shall approve or disapprove the Contractor's claim within twenty (20) days after receipt of the Contractor's claim and, if approved, issue a Change Order amending the Contract Price.

**8.2** If the Contractor's compliance with any Change Order would interfere with the Contractor's ability to complete the performance of this Contract within the Performance Milestones, including final performance of this Contract, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Performance Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a Change Order amending the Performance Milestones.

**8.3** The CRCNV shall not compensate Contractor for additional work performed by the Contractor without authorization or Change Order. The Contractor shall notify its surety of any changes in the general scope of the work to be performed under this Contract.

8.4 This Contract may be amended, modified, or supplemented only by Change Order as provided herein or otherwise by amendment executed in writing by the CRCNV and the Contractor.

## **9. "Like", "Equivalent" And "Or Equal" Items**

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like", "equivalent" and "or equal" items may be substituted only if, in the CRCNV's sole discretion, although not qualifying as an "or equal" item, is an item essentially equivalent to that named and a substitute, therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the CRCNV from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for evaluation thereof to the CRCNV, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor's completion of performance of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the CRCNV for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the CRCNV in evaluating the proposed substitute. The CRCNV may require the Contractor to furnish any additional data about the proposed substitute.

9.2 No "like", "equivalent", "or equal" or other substitute shall be ordered, installed, or utilized until the CRCNV's review is complete. The CRCNV must be allowed a reasonable time within which to evaluate each of Contractor's proposals for such substitutions. The CRCNV's determination regarding such substitutions must be evidenced either by acceptance of the Contractor's Bid in which the substitution was identified, a written Change Order or completion of the submittal review procedure.

9.3 The CRCNV may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any "like," "equivalent," "or equal" or other substitute. Regardless of the CRCNV's decision regarding the Contractor's proposal to substitute an item, the Contractor is liable for the cost of the charges of the CRCNV, including the costs of all data offered in support of any proposed "like" "equivalent," "or equal" or other substitute item, and shall reimburse the CRCNV for those costs. The CRCNV shall record the time required by the CRCNV in such evaluations



and in making changes in the Equipment, Project, this Contract (or in the provisions of any other direct contract with CRCNV for work related to the Project) occasioned thereby.

**10. Warranty and Guarantee; Tests and Inspections; Correction or Acceptance of Defective Work**

10.1 The Contractor warrants and guarantees to the CRCNV that all materials and equipment will be new unless otherwise specified and that all work will be of good quality and free from faults or defects and in accordance with the requirements of the CRCNV's Request for Bids and of any inspections, tests, or approvals referred to herein. The CRCNV is entitled to reject all unsatisfactory, faulty or defective work and all work not conforming to the CRCNV's Request for Bids at the time of the CRCNV's Acceptance thereof or of such inspections, tests or approvals.

10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction over the Equipment, wherever it may be or become located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the CRCNV with any certificate of inspection, testing or approval resulting there from.

10.3 If the Contractor does not have the necessary test facilities or personnel to perform all required inspections, tests or approvals, the Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents, which the Contractor cannot perform.

10.4 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for all inspections or tests requiring observation by the CRCNV. The CRCNV's observation of inspections or tests, or inspections or tests performed by persons other than the Contractor, with the exception of Acceptance Testing, does not relieve the Contractor's obligation to perform this Contract as specifically required herein. Compliance is the responsibility of the Contractor. No act or omission on the part of the CRCNV may be construed as relieving the Contractor of this responsibility. Inspection of Equipment later determined to be nonconforming is not cause or excuse for acceptance of the nonconforming Equipment.

10.5 The Contractor shall provide the CRCNV timely notice of readiness of Equipment for Acceptance Testing. The Contractor shall provide the CRCNV reasonable access to the Contractor's premises and provide proper and safe facilities for the CRCNV's observation or conduct of Acceptance Testing.

10.6 If the CRCNV determines, upon Acceptance Testing, or thereafter until the expiration of one year after the date of Final Acceptance, or any such longer period required by the CRCNV's Request for Bids or the Contractor's Proposal, that the Equipment, or any portion thereof, is defective, CRCNV may order the Contractor to correct such defects or replace them within a reasonable time, as may be particularly described in the CRCNV's written order. The Contractor is responsible for the costs of such correction or replacement

and for all "in-and-out" costs associated with the removal or replacement of the Equipment, or any portion thereof. The Contract Price must not be changed because of such correction, removal, or replacement. The CRCNV, at CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Equipment in order to facilitate removal of Equipment by the Contractor.

10.7 Nothing in this article concerning the correction or replacement of defective Equipment establishes any period of limitation with respect to any claim by the CRCNV against the Contractor for performance or damages arising out of the Contractor's obligation to perform this Contract.

## **11. Data, Reports and Drawings**

11.1 All data, reports, drawings, and specifications provided to the Contractor by the CRCNV pursuant to this Contract or the CRCNV's Request for Bids remains the property of the CRCNV and must be delivered to the CRCNV upon completion of performance of this Contract. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. Such documents are not intended or represented by CRCNV to be suitable for reuse by the CRCNV or others, either for extension of the Project or for other projects. Any reuse of such documents by the Contractor without the prior written consent of the CRCNV is at the Contractor's risk and the Contractor shall hold the CRCNV harmless with respect to any liability arising out of such reuse.

11.2 The books, records, documents, and accounting procedures and practices of the Contractor relative to direct costs and expenditures under this Contract are subject to inspection, examination, and audit by the State, the Commission, the attorney general of Nevada, and the Nevada state legislative auditor.

11.3 Subject to applicable state law, the Contractor shall not be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but shall notify the CRCNV of the demand for information before the Contractor responds to such demand.

11.4 The Contractor shall retain its rights in its standard drawing details, designs specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services remain the property of the Contractor.

## **12. Liquidated Damages**

12.1 The CRCNV and the Contractor recognize that time is of the essence of this Contract and that the CRCNV will suffer financial loss if the Equipment is not manufactured or delivered within the times specified as Performance Milestones, plus any extensions thereof allowed by Change Order. The Parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CRCNV if the Equipment is not manufactured or delivered on time or is

not acceptable to CRCNV. Accordingly, instead of requiring any such proof, the CRCNV and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall, at the CRCNV's election in lieu of termination of this Contract, pay the CRCNV the following sums for each day that expires after the Performance Milestones in the Contractor's Proposal:

Bid Item	Description	Liquidated Damages, Per Day
401	High Voltage Disconnect Switch, 3000 ampere, 100kA, 230-kV, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed by Contractor must not exceed the Contract Price. The CRCNV is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

### **13. Insurance, Bonds, and Indemnification**

13.1 **General.** The Contractor must not commence any Work under this Contract until it obtains, at its own expense, all insurance and surety bonds as required in this article. The types of insurance and surety bonds to be obtained are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, Transportation, and Performance Bonds, as outlined in the following portions of this article. The Workers' Compensation, Employers' Liability and Automobile Liability insurance must be maintained in force for the full period of this Contract. The Commercial General Liability insurance must be maintained in force for the full period of this Contract and for one year thereafter.

13.2 **Generally Accepted Professional Practices.** The services provided or procured by the Contractor pursuant to this Contract must be in accordance with generally accepted applicable professional practices and principles. The insurance, bond, and indemnification required by this Contract must be in addition to the Contractor's duty to perform this Contract and are cumulative to any other right of indemnification or contribution, which the CRCNV may have in law, equity, or otherwise and must survive the completion of the Contractor's performance of the Work.

13.3 **Contractor's Responsibility.** Nothing contained in these insurance requirements may be construed as limiting the extent of the Contractor's total responsibility for payment if claims arising in whole or in part from the actions of a third party when such actions might be taken as a result of the Contractor's operations under this Contract.



### 13.4 Minimum Scope and Limits of Insurance

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, broad form contractual liability, and XCU coverage.

**Minimum Requirements:**

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the State.  
b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

**4. Builders' Risk Insurance or Installation Floater**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- a. The Colorado River Commission of Nevada, shall be Insureds on the policy.
- b. Coverage shall be written on an all-risk, replacement cost basis and shall include coverage for soft costs, flood, and earth movement.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or (2) until no person or entity, other than the State of Nevada, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State.
- e. Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off-site.
- f. Policy shall contain a waiver of subrogation against the State of Nevada.
- g. Contractor is responsible for the payment of all policy deductibles.

**5. Transportation(Cargo) Insurance**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders

- a. Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.
- b. Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the Insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.
- c. The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days' written notice must be given to the Owner before the policy is changed or canceled.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Colorado River Commission of Nevada, is named as an additional insured, the CRCNV shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**13.5 Endorsements.** All endorsements must be dated, reflect the name of the insurance company, the type of insurance and policy number, be executed by a duly authorized representative of the insurance company and be attached to the certificate. The additional insureds must be included by endorsement.

**13.6 Waiver of Subrogation.** By endorsement (ISO Form #CG 24 04 11 85 or its equivalent), the Contractor's insurance carriers (except Nevada Workers' Compensation) shall waive their rights of recovery against the Colorado River Commission of Nevada, and its successors or assigns including its commissioners, officers and employees individually and collectively.

**13.7 Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor must be primary insurance with respect to any of the CRCNV's insurance whose Insurance must stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.



**13.8 Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.

**13.9 CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

**13.10 Deductibles.** With respect to any and all insurance required under this article, the deductible must not exceed \$2,500.00, without the prior written approval of the CRCNV.

**13.12 Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.

**13.13 Indemnification; Limited Liability.**

**13.13.1** To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any



others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

13.13.2 The CRCNV, an agency of the State of Nevada, will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both Parties is not subject to punitive damages. Liquidated damages do not apply unless otherwise specifically provided in the Contract Documents. Damages for any CRCNV breach must never exceed the amount of funds appropriated or authorized for payment under this Contract, but not yet paid to the Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach must not exceed 150 percent of the contract maximum "not to exceed" value. Contractor's tort liability is not limited.

**13.14 Performance Bond.** The Contractor must furnish with the executed Contract, a performance bond in the amount of the Contract Price as security for faithful performance of all Contractors' obligations under this Contract. The Contractor must maintain that performance bond in effect during the term of this Contract and for one year thereafter. The performance bond must be executed by a surety or sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". A certified copy of the agent's authority to act must accompany a bond signed by an agent. Only surety companies authorized to do business in, and having an agent for services of process in the state of Nevada will be acceptable. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Nevada, or it ceases to meet the requirements of the preceding sub-article, the Contractor shall within ten (10) days thereafter substitute another bond and surety, both of which must be acceptable to the CRCNV.

#### **14. Risk Of Delay**

14.1 The Contractor shall accept the risk of any delays caused by the CRCNV. If the Contractor is delayed in the performance of this Contract because of such conditions, the Contractor shall have no claim against the CRCNV for damages or contract adjustment other than an extension of Performance Milestones and the waiving of liquidated damages during the period occasioned by the delay.

14.2 If the Contractor is delayed due to circumstances beyond the Contractor's control, including, but not limited to, actions or failures of any of the CRCNV's other contractors, fires, floods, labor disputes, pandemics, epidemics, abnormal weather conditions, or acts of God, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Project Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a Change Order amending the Project Milestones.

14.3 The CRCNV reserves the right to order the Contractor to delay shipment of Equipment in accordance with Performance Milestones. If such a delay is ordered by the

CRCNV in writing, the CRCNV shall reimburse the Contractor for the Contractor's costs which would not have been incurred except for the delay ordered by the CRCNV. Such costs may include reasonable storage costs, insurance, and transportation to a reasonable storage facility.

## **15. Effect and Termination**

**15.1** This Contract shall become effective as of the date of its execution and shall remain in effect, unless terminated earlier by the CRCNV as provided for herein, until one year after the CRCNV's Final Acceptance of the Equipment and Final Payment of the Contractor.

**15.2 Failure to meet Performance Milestones.** The CRCNV reserves the right to cancel any portion of the Contractor's performance of this Contract which is not performed within the Performance Milestones. In the event of such cancellation, the CRCNV shall pay the Contractor in full for any portion of the Equipment which has been accepted by the CRCNV.

**15.3 Stop Work.** If at any time the CRCNV should determine the Contractor's work or the Equipment to be defective, or if the Contractor fails to supply suitable materials, equipment or supplies, the CRCNV may order Contractor to stop work, or any portion thereof, until the cause of such order has been eliminated.

**15.4 CRCNV's Right to Take Possession and Terminate.** If the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a trustee files a petition against the Contractor to take advantage of any debtor's act or to reorganize the Contractor under bankruptcy or similar laws; if Contractor repeatedly fails to supply suitable materials or equipment in the performance of this Contract; if Contractor fails to make prompt payments for labor, materials, or equipment; if Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Equipment or the Contractor's performance of this Contract; or, if the Contractor disregards the CRCNV's orders or Change Orders under this Contract, then the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, and after giving the Contractor and his surety at least seven days' written notice, terminate this Contract and take possession of all Equipment then delivered, and obtain all additional Equipment required by this Contract from third party sources by whatever method the CRCNV may choose. In such case, the Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.

**16. Taxes.**

The Contractor must promptly pay all taxes that are lawfully assessed against the Contractor in connection with the Work. The CRCNV is exempt from sales tax pursuant to a ruling and determination of the attorney general of the State of Nevada.

**17. Unemployment Compensation.**

The Contractor must at all times comply with the requirements of Nevada Revised Statutes ("NRS") chapter 612 (Unemployment Compensation).

**18. Discrimination.**

The Contractor shall not, during its performance of this Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the subcontractor constitutes a material breach of this Contract.

**19. Disputes.**

Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada.

**20. Waiver of Claims.**

The CRCNV's making and the Contractor's acceptance of final payment constitute a waiver of all claims by the CRCNV against the Contractor and the Contractor against the CRCNV, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract or the terms of any special guarantees specified therein. The CRCNV's making and the Contractor's acceptance of final payment does not constitute a waiver by the CRCNV of any rights in respect of the Contractor's continuing obligations under the Contract, nor a waiver of those claims previously made in writing and still unsettled.

**21. Notices.**

21.1 Any notice, demand, or request required or authorized by this Contract to be served, given, or made shall be deemed properly served, given or made if delivered in person or sent by electronic mail and certified mail, postage prepaid, to the persons specified below:



Colorado River Commission of Nevada  
c/o Executive Director  
555 E. Washington Ave., Suite 3100  
Las Vegas, NV 89101-1065  
Email: [CRCAAdmins@crc.nv.gov](mailto:CRCAAdmins@crc.nv.gov)

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21.2 Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands, or requests hereunder.

**22. Submission of Claims.**

Should the CRCNV or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other Party or of any of the other Party's employees or agents or others for whose acts the other Party is legally liable, claim must be made in writing to the other Party within a reasonable time of the first observance of such injury or damage. The provisions of this article shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**23. Assignment of Contract.**

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRCNV. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

**24. Severability.**

Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Contract had been executed without the invalid portion. In the event any provision of this Contract is declared invalid, the Parties shall promptly renegotiate to restore this Contract as near as possible to its original intent and effect.

**25. Survival.**

Any provision of this Contract that expressly or by implication comes into or remains in force following the termination or expiration of this Contract survives the termination or expiration of this Contract.

**26. Applicable Law; Venue.**

This Contract and the rights of the Parties hereto must be interpreted, governed, and construed in accordance with the laws of the State of Nevada. The Parties consent to the venue and jurisdiction of the state of and federal courts within Clark County, Nevada.

**27. Article Headings.**

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract.

**28. Waiver.**

Either of the Parties shall have the right to excuse or waive performance by the other Party of any obligation under this Contract by a written notice signed by the Party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

**29. Entire Agreement; Contractor Certification.**

This Contract, together with the other Contract Documents, comprises the entire agreement between the CRCNV and the Contractor for the performance of the Work. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. The Contractor is bound and must comply with each, and every term, condition, and covenant set forth in the Contract Documents.

**30. Authority to Execute.**

Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

**IN WITNESS WHEREOF**, the Contractor and the CRCNV have executed three duplicate originals of this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

ATTEST

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_  
Eric Witkoski  
Executive Director

Approved as to Form:

\_\_\_\_\_  
David Newton  
Senior Deputy Attorney General

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CRCNV** (Name and Address):

Colorado River Commission of Nevada  
555 E. Washington Avenue  
Suite 3100  
Las Vegas, Nevada 89101-1065

**CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

\$ \_\_\_\_\_

Description: Contract No. CRCBF-06,  
Boulder Flats Solar Interconnection Project  
Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date): \_\_\_\_\_

Modifications to this Bond Form: \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL** (Seal below)

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**SURETY** (Seal below)

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the CRCNV for the performance of the Contract, which is incorporated herein by reference.



2. If the Contractor performs the Contract, the Surety and the Contractor have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no CRCNV Default, the Surety's obligation under this Bond arises after:
  - 3.1 The CRCNV has notified the Contractor and the Surety at its address described in subsection 9 below, that the CRCNV is considering declaring the Contractor in default and has requested and attempted to arrange a conference with the Contractor and Surety, to be held not later than fifteen (15) days after receipt of such notice, to discuss methods of performing the Contract. If the CRCNV, the Contractor and the Surety agree, the Contractor must be allowed a reasonable time to perform the Contract, but such an agreement does not waive the CRCNV's right, if any, subsequently to declare a Contractor Default; and
  - 3.2 The CRCNV has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default must not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in paragraph 3.1; and
  - 3.3 The CRCNV has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the Contract with the CRCNV.
4. When the CRCNV has satisfied the conditions of subsection 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with the consent of the CRCNV, to perform and complete the Contract; or
  - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the CRCNV for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the CRCNV and the contractor selected with the CRCNV's concurrence, to be secured with a performance bond executed by a qualified Surety equivalent to the bond issued on the Contract, and paid to the CRCNV the amount of damages as described in subsection 6 of the Balance of the Contract Price incurred by the CRCNV resulting from the Contractor's Default; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which it may be liable to the CRCNV and, as soon as practicable after the amount is determined, tender payment therefore to the CRCNV; or

4.4.2 Deny liability in whole or in part and notify the CRCNV citing the reasons, therefore. If the Surety does not proceed as provided in subsection 4, with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional written notice from the CRCNV to the Surety demanding that the Surety perform its obligations under this Bond, and the CRCNV is entitled to enforce any remedy available to the CRCNV. If the Surety proceeds as provided in paragraph 4.4, and the CRCNV returns the payment tendered or the Surety has denied liability, in whole or in part, without further notice the CRCNV is entitled to enforce any remedy available to the CRCNV.

5. After the CRCNV has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 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 Colorado River Commission of Nevada ("CRCNV") intends to build a new 230kV switchyard and ten-mile long 230kV transmission line, located in Boulder City, Nevada.

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2023.

**2. Work Under This Contract.**

2.1 This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of HV Disconnect Switch as specified herein.

2.2 It is anticipated that no one single supplier can provide a bid for all items, thus the Contract may be awarded in parts.

**3. Delivery.**

3.1 Bid Item 403 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada 89015.

3.2 The Contractor shall notify the following designated point of contact at least one (1) week in advance of any delivery date and shall not make any shipments without prior approval.

Mr. Robert Reese  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [breese@cro.nv.gov](mailto:breese@cro.nv.gov)

3.3 No delivery will be approved until proper Submittals pertaining to storage and installation have been received and accepted.

3.4 Any items shipped without prior notification and approval may be returned to the point of origin, or unloaded and stored at a place and in a manner determined by the CRCNV, and the Contractor will be charged with any additional expense resulting therefrom.

**4. Work by the CRCNV.**

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-06.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBF-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 November 15, 2022 and ending on or before December 5, 2022.

5.1 The anticipated Final Acceptance Date for all Equipment is December 5, 2022.

**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 reproductions 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.

**1 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 1000A**  
**Certification Sheet**

Contract No. CRQB-08  
Section 1000A



**SECTION 1000**  
**33 71 26 30 TND**  
**HV Disconnect Switch**

**SECTION 1010**  
**33 71 26 30 TND - DS1**  
**HV Disconnect Switch Data Sheet**  
**Low Bus BKR DSW**  
**Bus Height: 19FT**

**SECTION 1020**  
**33 71 26 30 TND-DS2**  
**HV Disconnect Switch Data Sheet**  
**High Bus BKR DSW**  
**Bus Height: 30FT**

**SECTION 1030**  
**33 71 26 30 TND- DS3**  
**HV Disconnect Switch Data Sheet**  
**Line Disconnects**  
**Bus Height: 30FT**

**SECTION 1100**  
**Drawing List**

<u>Drawing Number</u>	<u>Description</u>
ES-4104	Boulder Flats 230KV Switchyard Metering and Relaying One Line
ES-4151	Boulder Flats 230KV Switchyard MOD 189 DC Schematic Diagram
ES-4152	Boulder Flats 230KV Switchyard MOD 289 DC Schematic
ES-4153	Boulder Flats 230KV Switchyard MOD 389 DC Schematic
ES-4201	Boulder Flats 230KV Switchyard Material List
ES-4204	Boulder Flats 230KV Switchyard Plan View



801 1st Avenue North

P.O. BOX 67 (35201)

B'HAM, AL 35203

PH: 205-324-0909 / FAX 205-324-0955

**CUSTOMER:** Colorado River Commission

**PROJECT NAME:** Switch Quote

**PROJECT NUMBER:**

OWNER	PSS	QTY	MANUF.	CATALOG	ITEM DESCRIPTION	VEND	UNIT	EXTENDED
MARK	MARK			NUMBER		CODE	PRICE	PRICE

6	Royal	AVT23030STD	230KV 3000A VERTICAL BREAK	\$31,250.00	\$187,500.00
6	Royal	RAS-10	10 POLE AUXILIARY SWICH	\$740.00	\$4,440.00
3	Royal	AVT23030STD	230KV 3000A VERTICAL BREAK	\$30,682.00	\$92,046.00
3	Royal	A9500	MOTOR OPERATOR	\$7,955.00	\$23,865.00
					<u>\$307,851.00</u>





**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM N  
FOR MEETING OF AUGUST 9, 2022**

<b>SUBJECT:</b> <i>For Possible Action:</i> Consideration of and possible action to approve bid solicitation 69CRC-S1965 to Boulder Flats Solar Interconnection Project for Steel to contract CRCBF-07 between Peak Substation Services and the Colorado River Commission of Nevada.
<b>RELATED TO AGENDA ITEM:</b> Agenda Item G - N
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> Staff recommends the Commission approve solicitation 69CRC-S1965 to Boulder Flats Solar Interconnection Project for Steel and authorize the Executive Director to sign it on behalf of the Commission.
<b>FISCAL IMPACT:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161, the Commission may execute contracts, for the planning, and development of any facilities for the generation or transmission of electricity for the greatest possible benefit to the state. Additionally, the Commission has a Facilities Development Agreement with the Southern Nevada Water Authority (SNWA) for the purpose of “creating a cooperative relationship to jointly develop, operate, maintain, use and replace a Power System” for SNWA and its members.

SNWA has requested the Commission design, procure, and construct a new 230kV switchyard and ten-mile long 230kV transmission line in Boulder City, Nevada for SNWA’s Boulder Flatts Solar Project.

The proposed purchase contract is put forward for approval as part of work the Commission will perform for SNWA for the electrical support system for the Boulder Flats Solar project. It is anticipated that no one single supplier can provide a bid for all items, thus the Contracts may be awarded in parts.

**B. Background of Bid/Procurement**

On March 28, 2022, 8 bids were posted on the NevadaEPro website for the Boulder Flats Solar Interconnection Project. The bid solicitation 69CRC-S1965 for station service transformer was sent to multiple vendors registered in NevadaEPro, and additional independent vendors directly via email.

The deadline for bid proposals closed at 5:00 p.m. on May 18, 2022. The evaluation period took place from May 23, 2022 – June 1, 2022. Peak Substation Services was the responding vendor.

This Contract is to engineer, manufacture, assemble, test, ship, and provide ancillary services relating to the procurement of Steel as specified. This contract is an enabling type of contract that allows the Commission’s Power Delivery Group to receive a quotation each time a purchase is to be made. 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.

Peak has provided excellent service for the Power Delivery Group’s materials purchasing needs; therefore, Staff recommends the Commission approve the amendment to the contract with Peak Substation Services and authorize the Executive Director to sign it on behalf of the Commission.



**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-07  
Steel**

**Bid Documents and Specifications**

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Issue: For Bid  
March 28, 2022

**Boulder Flats Solar Interconnection Project**

**Contract No. CRCBF-07  
Steel**

**Bid Documents and Specifications**

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## **SECTION 100 REQUEST FOR BIDS**

### **1. Notice.**

The Colorado River Commission of Nevada (CRCNV) hereby requests that you submit a bid to supply all or a portion of the material described in the following documents, under the terms of the Contract included herein.

Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions provided on the NevadaEPro website.

Refer to Instructions for Vendors Responding to a Bid in the Important Links section on the front page of NevadaEPro for instructions on how to submit a Quote using NevadaEPro

The Material shall be purchased by the CRCNV pursuant to NRS 538.161(2) and its established procedures for Purchasing Electrical Materials for the Power Delivery Project. The contract shall be awarded and administered in accordance with the laws of the State of Nevada.

All Bids must be in accordance with this Request for Bids, the Bid Form and the Agreement published herein, and the documents referenced or included herein. Complete sets of Bid Documents shall be used in preparing Bids; CRCNV assumes no responsibility for error or misinterpretations resulting from the use of incomplete sets of Bid Documents.

Additional copies of documents may be requested by electronic mail to [cradmins@crc.nv.gov](mailto:cradmins@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:

- Nine (9) 230kV CCVT Support
- Nine (9) 230kV Single Phase High Bus Support
- Eleven (11) 230kV Arrester Support
- Three (3) 230kV H Frame
- Seven (7) 230kV High Switch Support
- Thirty Six (36) 230kV Single Phase Low Bus Support
- Four (4) 230kV Low Switch Support



- Two (2) 230kV SSVT Support.
- One (1) Shield Mast with Static Wire
- The Material will be received and installed by an installation contractor under a separate contract.

Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-900 of this Contract.

**3. Questions Regarding Request for Bid.**

Questions concerning this Request for Bid should be directed to:

Mr. Robert Reese  
Colorado River Commission of Nevada  
555 East Washington Ave, Suite 3100  
Las Vegas, Nevada 89101-1065  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

**4. Pricing and Security.**

Bids will be received on a unit price basis as described in the Bid Form. Bid Security will not be required. The selected Bidder(s) is required to post a performance bond in an amount equal to the Contract Price.

**5. Multiple Awards.**

CRCNV may award this contract in part to multiple Bidders.

**6. Bid Acceptance.**

All bids remain subject to acceptance by the CRCNV for sixty (60) days.

If the CRCNV elects to accept Bidder's Bid, CRCNV shall give the Bidder notice thereof within the number of days set forth in the Bid Form.

Date: March 28, 2022

By:

Robert D. Reese

Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE:

May 18, 2022

## **SECTION 200 BID INSTRUCTIONS**

### **1. Bid Form.**

The Bid Form is found in the 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, present it at a meeting of the Colorado River Commission of Nevada and will execute all copies of the Contract upon approval and return one original copy to the Contractor.

**8. Performance Bond.**

The successful Bidder will be required to furnish a Procurement Performance Bond as security for the faithful performance of the Contract, which must be at least as protective as those bonds otherwise required pursuant to NRS 339.025.



**SECTION 300  
BID FORM**

**1. Project Identification:**

Boulder Flats Solar Interconnection Project  
Contract No. CRCBF-07  
Steel

**2. This Bid is Submitted By:**

Name: PHAT SUBSTATIONS SERVICES, LLC

Address: 601 1<sup>ST</sup> AVE NORTH

BOULDER FLATS, AZ 85203

**3. This Bid is Submitted To:**

Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065

**4. Bid Terms and Conditions.**

4.1 The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with the CRCNV in the form included in section 400 of this Request for Bid and to perform and furnish all Work as specified or indicated in the Contract Documents within the specified time and for the amount indicated in the bid and in accordance with the other terms and conditions incorporated by the Contract.

4.2 Bidder accepts all of the terms and conditions of the Bid Instructions. This bid remains subject to acceptance for sixty (60) days after the day the bids are due. Bidder will sign and submit the documents required by the Contract Documents within fifteen (15) days after the date of CRCNV's Notice of Award.

4.3 In submitting this bid, Bidder represents that:

4.3.1 Bidder has examined copies of the Request for Bids and all the documents contained therein, and copies of the following Addenda (receipt of which is hereby acknowledged):

No. _____	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
401	1000	230kV CCVT Support, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada	Each		9		PAX
402	1000	230kV Single Phase High Bus Support, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			9		PAX
403	1000	230kV Arrestor Support, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			11		PAX
404	1000	230kV H-Frame, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			3		PAX
405	1000	230kV High Switch Support, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			7		PAX

406	1000	230kV Single Phase Low Bus Support, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			36		PAX
407	1000	230kV Low Switch Support, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			4		PAX
408	1000	230kV SSVT Support, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			2		PAX
409	1000	Shield Mast with Static Wire, including accessories, field service, and spare parts, f.o.b. Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada			1		STRENGTHEN STEEL PRODUCTS
CONTRACT PRICE						5/10/00	

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: PALE SUBSTATION SERVICES, LLC  
(Corporation Name)

By: [Signature]  
(Signature of Authorized Person)

STEVEN HARRIS, NATIONAL SALES MANAGER  
(Printed Name and Title)

Business Address:

801 1ST AVE NORTH

BIRMINGHAM, AL 35203

Phone

No.

Email:

877-344-0909 x221

sharris@palestation.com

Fax No.

205-324-0955

This Bid is Submitted On: May 17th, 2022.

**SECTION 320  
BID ADDENDUM**

(Bid Addenda, if any, to be included here when conformed Contract issued for signature).

**SECTION 340**  
**BID CLARIFICATIONS AND SUBSTITUTIONS**

(Bidder Clarifications and Substitutions proposed by the Bidder and accepted by the CRCNV, if any, to be included here when conformed Contract issued for signature).



**SECTION 350**  
**DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

(Disclosure Form shall be filled out and submitted with Bid)

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

**Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather information pertaining to the business entity for use by the Colorado River Commission of Nevada ("CRCNV") in determining whether Commissioners of the CRCNV should exclude themselves from voting on agenda items where they have, or maybe perceived, as having a conflict of interest. This form will also assist in determining compliance with Nevada Revised Statute 281A.430, which, with some exceptions, prohibits public officers from bidding on or entering into contracts between a governmental agency and any business entity in which a public officer or employee has a significant pecuniary interest.

**General Instructions**

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the CRCNV. Failure to submit the requested information may result in a refusal by the CRCNV to enter an agreement/contract and/or release monetary funding to such disclosing entity.

**Detailed Instructions**

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

**Business Name (include d.b.a. if applicable)** – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

**Corporate/Business Address, Business Telephone, Business Fax, and Email** – Enter the street address, telephone and fax numbers, and email of the named business entity

**Local Business Address, Local Business Telephone, Local Business Fax, and Email** – If a business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone, and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

**Number of Nevada Residents employed by this firm.**

**List of Owners/Officers** – Include the full name, title, and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

**For All Contracts – (Not required for publicly-traded corporations)**

- 1) Indicate if any individual members, partners, owners, or principals involved in the business entity are a CRCNV full-time employee(s) or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners, or principals involved in the business entity have a second degree of consanguinity or affinity relation to a CRCNV full-time employee(s) or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer, or other professional services.

**Signature and Print Name** – Requires signature of an authorized representative and the date signed.

**Disclosure of Relationship Form** – If any individual members, partners, owners, or principals of the business entity is presently a CRCNV employee, public officer, or official, or has a second degree of consanguinity or affinity relationship to a CRCNV employee, public officer, or official, this section must be completed in its entirety.

Contract No. CRCBF-07  
Section 350

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: <u>PEAK SUBSTATION SERVICES, LLC</u>	
"Doing Business As" (if applicable):	
Street Address: <u>301 1ST AVE. NORTH</u>	Website: <u>www.peaksubstation.com</u>
City, State and Zip Code: <u>BOZEMAN, MONTANA 59717</u>	POC Name and Email: <u>JOHN HARRIS</u> <u>jharris@peaksubstation.com</u>
Telephone Number: <u>817-324-2907 x 221</u>	Fax Number: <u>205-324-0955</u>
Local Street Address:	Website:
City, State and Zip Code:	Local Fax Number:
Local Telephone Number:	Local POC Name and Email:

All entities, with the exception of publicly traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the CRCNV.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest.

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>CARLY BURTON</u>	<u>PRESIDENT</u>	<u>78%</u>
<u>JOHN HARRIS</u>	<u>NATIONAL SALES MANAGER</u>	<u>10%</u>
<u>WILLIAM DAVIS</u>	<u>DISTRICT MANAGER</u>	<u>10%</u>

This section is not required for publicly traded corporations.

1. Are any individual members, partners, owners, or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No

(If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners, or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent related to a CRCNV full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the CRCNV will not take action on items submitted without the completed disclosure form.

<u>[Signature]</u> Signature	<u>JOHN HARRIS</u> Print Name
<u>NATIONAL SALES MANAGER</u> Title	<u>5-17-2012</u> Date

## DISCLOSURE OF RELATIONSHIP

List any disclosures below:  
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

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**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No      Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No      Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature \_\_\_\_\_

Print Name (Authorized Department Representative) \_\_\_\_\_

## DISCLOSURE OF RELATIONSHIP

**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

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**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

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**For CRCNV Use Only:**

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name (Authorized Department Representative)

**SECTION 400**  
**CONTRACT NO. CRCBF-07**  
**Boulder Flats Solar Interconnection Project**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the "CRCNV," and \_\_\_\_\_, 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	230kV CCVT Support
402	230kV Single Phase High Bus Support
403	230kV Arrester Support
404	230kV H-Frame
405	230kV High Switch Support
406	230kV Single Phase Low Bus Support
407	230kV Low Switch Support
408	230kV SSVT Support
409	Shield Mast with Static Wire

**2. Definitions**

2.1 "Acceptance" or "Final Acceptance" means the formal action by the CRCNV accepting the Equipment, or any portion thereof, as complete and satisfactory, subject to Contractor's warranties.

2.2 "Acceptance Testing" means any testing required by the CRCNV prior to, and as a prerequisite of, CRCNV's Acceptance.

2.3 "Bid Form" means the approved form on which the CRCNV requested that the Contractor prepare and submit a Bid to the CRCNV as an offer to provide the Equipment, which has now been accepted by the CRCNV pursuant to this Contract and is therefore incorporated herein as a part of this Contract.



2.4 "Change Order" means the CRCNV's signed written order to the Contractor authorizing any addition or deletion of, or revision to, the Equipment.

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; Section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCBF-07, Steel; section 500, Performance Bond; and the Specifications contained in section 600 through section 1200. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

2.6 "Contract Price" means the total compensation payable to the Contractor for the Contractor's performance of this Contract, as proposed by Contractor in Contractor's Bid, and as may be amended by any Change Order pursuant to section 8.

2.7 "Executive Director" means the executive director of the Colorado River Commission of Nevada.

2.8 "Equipment" means the electrical equipment and materials, or any portion thereof, described in the Specifications.

2.9 "Notice to Proceed" means the written notice given by the CRCNV to the Contractor fixing the date on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

2.10 "Performance Milestones" means those dates by which particular portions of the Equipment or work related thereto must be complete, as set forth in section 600.

2.11 "Project" means the Boulder Flats Solar Interconnection Project.

2.12 "Request for Bids" means the CRCNV's request that the Contractor and others make a Bid to contract with the CRCNV.

2.13 "Specifications" means the technical descriptions of the Equipment and services to be furnished by the Contractor, which are included as part of the CRCNV's Request for Bids, Contractor's Bid, and all modifying addenda and Change Orders thereto.

2.14 "Submittals" includes shop drawings, catalog cuts, samples, operating and maintenance instructions, progress payments, requests, and other documents and items specified to be delivered to the CRCNV.



2.15 "Work" means everything required or reasonably inferred to be furnished and done by the Contractor pursuant to the Contract Documents.

### **3. CRCNV's Representative**

3.1 The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret and define the CRCNV's policies and decisions with respect to the materials, equipment, elements and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

Colorado River Commission of Nevada  
555 E. Washington Avenue, Suite 3100  
Las Vegas, NV 89101-1065

3.3 The CRCNV's Representative may designate any other employee of the CRCNV to perform his responsibilities under this Contract.

### **4. Contractor's Representative**

Within ten (10) days following execution of this Contract by the Contractor, the Contractor must identify in writing the Contractor's Representative. The Contractor's Representative is authorized to act fully on behalf of the Contractor. The Contractor may change or designate another individual as its Contractor's Representative by written notice to the CRCNV.

### **5. Contract Price**

The CRCNV shall pay the Contract Price to the Contractor in current U.S. funds in the amount described in the Contractor's Bid and in accordance with the payment procedures provided in section 7, unless changed in accordance with section 8, for the total cost of the Equipment and for the performance of all the Work described in the Contract Document.

### **6. Commencement and Completion of Performance**

Upon receipt of a written notice to proceed from the CRCNV's Representative, the Contractor shall proceed with the performance of this Contract, pursuing the Work diligently, to the end that the Equipment be manufactured and delivered in accordance with the Performance Milestones.

### **7. Payment Procedures**

**7.1 Progress Payments.** The Contractor shall submit an application for payment to the CRCNV for the amount of ninety percent (90%) of the Equipment's value, upon shipment of the Equipment.

**7.2 Procedure for Progress Payments.** CRCNV shall pay Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Equipment shipped.

**7.3 Application for Final Payment.** The Contractor shall submit an application for final payment upon completion and Final Acceptance by the CRCNV of the Contractor's delivery of all Equipment. (See section 600 for date of anticipated Final Acceptance.) The Contractor's application for final payment must be accompanied by the consent of the Contractor's sureties that the CRCNV may release any payment retainage, together with a certified copy of any surety's agent's authority to act for the surety.

**7.4 Procedure for Final Payment.** The CRCNV shall pay the Contractor within thirty (30) days of receipt of a correct, itemized invoice for the final payment. The CRCNV's payment of the final payment shall constitute a full waiver of all claims by the CRCNV against the Contractor, other than those arising from unsettled liens, from defective work appearing after final inspection or from the Contractor's failure to comply with the requirements of this Contract. The Contractor's receipt of final payment shall constitute the Contractor's waiver of all claims by the Contractor against the CRCNV, other than those previously made in writing and remaining unresolved at the time of final payment.

## **8. Changes in the Work, Contract Price or Performance Milestones**

**8.1** Without invalidating this Contract, the CRCNV may, at any time or from time to time, issue a Change Order requiring additions to, deletions from, or revisions to the Equipment or quantities stated herein. Upon receipt of a Change Order, the Contractor shall proceed with the performance of the Contract Documents as altered by the Change Order. If Contractor's compliance with any Change Order would cause an increase in the Contract Price, the Contractor shall, within fifteen (15) days, notify the CRCNV and submit a signed, written claim therefore including information regarding the events and circumstances and supporting data giving rise to the Contractor's claim. The CRCNV shall approve or disapprove the Contractor's claim within twenty (20) days after receipt of the Contractor's claim and, if approved, issue a Change Order amending the Contract Price.

**8.2** If the Contractor's compliance with any Change Order would interfere with the Contractor's ability to complete the performance of this Contract within the Performance Milestones, including final performance of this Contract, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Performance Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a Change Order amending the Performance Milestones.

8.3 The CRCNV shall not compensate Contractor for additional work performed by the Contractor without authorization or Change Order. The Contractor shall notify its surety of any changes in the general scope of the work to be performed under this Contract.

8.4 This Contract may be amended, modified, or supplemented only by Change Order as provided herein or otherwise by amendment executed in writing by the CRCNV and the Contractor.

## **9. "Like", "Equivalent" And "Or Equal" Items**

9.1 Whenever an item of material or equipment is specified or described in the Request for Bids by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, and quality required. "Like", "equivalent" and "or equal" items may be substituted only if, in the CRCNV's sole discretion, although not qualifying as an "or equal" item, is an item essentially equivalent to that named and a substitute, therefore. Proposals to substitute like or equivalent items of material or equipment will not be accepted by the CRCNV from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make written application for evaluation thereof to the CRCNV, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application must state the extent, if any, to which use of the proposed substitute will prejudice Contractor's completion of performance of this Contract on time as required, whether substitution of the item will require a change in this Contract (or in the provisions of any other direct contract with the CRCNV for work related to the Project) or adaptation of the design of the Equipment or the Project to the proposed substitute, and whether incorporation or use of the substitute in connection with the Equipment is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified must be identified in the application, and available maintenance, repair, and replacement service must be indicated. The application must also contain an itemized estimate of all costs or credits that would result directly or indirectly from use of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which must be considered by the CRCNV in evaluating the proposed substitute. The CRCNV may require the Contractor to furnish any additional data about the proposed substitute.

9.2 No "like", "equivalent", "or equal" or other substitute shall be ordered, installed, or utilized until the CRCNV's review is complete. The CRCNV must be allowed a reasonable time within which to evaluate each of Contractor's proposals for such substitutions. The CRCNV's determination regarding such substitutions must be evidenced either by acceptance of the Contractor's Bid in which the substitution was identified, a written Change Order or completion of the submittal review procedure.

9.3 The CRCNV may require the Contractor to furnish, at the Contractor's expense, a special performance guarantee or other surety with respect to any "like," "equivalent," "or equal" or other 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 items, 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	230kV CCVT Support	\$500 each unit of the Bid Item
402	230kV Single Phase High Bus Support	\$500 each unit of the Bid Item
403	230kV Arrestor Support	\$500 each unit of the Bid Item
404	230kV H-Frame	\$500 each unit of the Bid Item
405	230kV High Switch Support	\$500 each unit of the Bid Item
406	230kV Single Phase Low Bus Support	\$500 each unit of the Bid Item
407	230kV Low Switch Support	\$500 each unit of the Bid Item
408	230kV SSVT Support	\$500 each unit of the Bid Item
409	Shield Mast with Static Wire	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed a 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
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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 Insurance**

In an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders

- a. Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to equipment and materials in transit to the designated location. The insurance must include the interests of the

Contractor, the Owner, and their respective representatives and agents, each of whom is deemed to have an insurable interest and must be listed as a named insured. The coverage amount must be not less than the full value of items exposed to risk in transit at any one time.

b. Transportation insurance must provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties. For insurance purposes, the risk of loss to equipment and materials remains with the Contractor until the equipment and materials are accepted by the assignee general construction contractor at the designated location.

c. The Contractor shall submit a copy of the transportation insurance policy to the Owner at least thirty (30) days before the scheduled shipping date. The policy must quote the insuring agreement, must list all exclusions, and must state that thirty (30) days written notice must be given to the Owner before the policy is changed or canceled.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the Colorado River Commission of Nevada, is named as an additional insured, the CRCNV shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

**C. NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **(Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065)**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The State in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State with

certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

### **13.5 Indemnification; Limited Liability.**

13.5.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

13.5.2 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.

**13.6 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.

**13.7 Additional Insureds.** By endorsement (I.S.O. Form "B: CG2010" or its equivalent), the CRCNV and its officers and employees must be included as additional insureds 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 which may arise directly or indirectly out of or in connection with activities under this Contract. The Contractor's insurance must be primary with respect to the additional insureds. Insurance coverage maintained by the CRCNV must be in excess of the Contractor's insurance and be non-contributing.

**13.8 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.

**13.9 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.

**13.10 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.

**13.11 Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.

**13.12 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.

**13.13 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.

**13.14 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 that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.

**13.15 Nevada Agent.** The evidence of insurance coverage and all endorsements, if written by an agent outside the state of Nevada, must be countersigned by a Nevada resident agent.

#### **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, 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, 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.

**20. Waiver of Claims.**

The CRCNV's making and the Contractor's acceptance of final payment constitute a waiver of all claims by the CRCNV against the Contractor and the Contractor against the CRCNV, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract or the terms of any special guarantees specified therein. The CRCNV's making and the Contractor's acceptance of final payment does not constitute a waiver by the CRCNV of any rights in respect of the Contractor's continuing obligations under the Contract, nor a waiver of those claims previously made in writing and still unsettled.

**21. Notices.**

21.1 Any notice, demand, or request required or authorized by this Contract to be served, given, or made shall be deemed properly served, given or made if delivered in person or sent by electronic mail and certified mail, postage prepaid, to the persons specified below:

Colorado River Commission of Nevada  
c/o Executive Director  
555 E. Washington Ave., Suite 3100  
Las Vegas, NV 89101-1065  
Email: [CRCAdmins@crc.nv.gov](mailto:CRCAdmins@crc.nv.gov)

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21.2 Either Party may at any time, by written notice to the other Party, designate different or additional persons or different addresses for the giving of notices, demands, or requests hereunder.

**22. Submission of Claims.**



Should the CRCNV or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other Party or of any of the other Party's employees or agents or others for whose acts the other Party is legally liable, claim must be made in writing to the other Party within a reasonable time of the first observance of such injury or damage. The provisions of this article shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**23. Assignment of Contract.**

The Contractor shall not assign or otherwise transfer its rights or obligations under this Contract without the prior written approval of the CRCNV. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to this Contract but any assignment or other transfer of this Contract does not relieve the Parties of any obligation hereunder.

**24. Severability.**

Should any provision of this Contract for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Contract had been executed without the invalid portion. In the event any provision of this Contract is declared invalid, the Parties shall promptly renegotiate to restore this Contract as near as possible to its original intent and effect.

**25. Survival.**

Any provision of this Contract that expressly or by implication comes into or remains in force following the termination or expiration of this Contract survives the termination or expiration of this Contract.

**26. Applicable Law; Venue.**

This Contract and the rights of the Parties hereto must be interpreted, governed and construed in accordance with the laws of the State of Nevada. The Parties consent to the venue and jurisdiction of the state of and federal courts within Clark County, Nevada.

**27. Article Headings.**

The article headings in this Contract are included only for convenience and reference and the Parties intend that they be disregarded in interpreting this Contract.

**28. Waiver.**

Either of the Parties shall have the right to excuse or waive performance by the other Party of any obligation under this Contract by a written notice signed by the Party

so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of the breach of any covenant of this Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Contract.

**29. Entire Agreement; Contractor Certification.**

This Contract, together with the other Contract Documents, comprises the entire agreement between the CRCNV and the Contractor for the performance of the Work. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. The Contractor is bound and must comply with each and every term, condition, and covenant set forth in the Contract Documents.

**30. Authority to Execute.**

Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

**IN WITNESS WHEREOF**, the Contractor and the CRCNV have executed three duplicate originals of this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 2022. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST

\_\_\_\_\_

\_\_\_\_\_

**COLORADO RIVER COMMISSION OF NEVADA**

By: \_\_\_\_\_

Contract No. CRCRF-07  
Section 400

Eric Witkoski  
Executive Director

Approved as to Form:

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David Newton  
Senior Deputy Attorney General

**SECTION 500  
PERFORMANCE BOND**

**CONTRACTOR** (Name and Address):

**SURETY** (Name and Principal Place of Business):

**CRCNV** (Name and Address):

Colorado River Commission of Nevada  
555 E. Washington Avenue  
Suite 3100  
Las Vegas, Nevada 89101-1065

**CONTRACT**

Date: \_\_\_\_\_

Amount: \_\_\_\_\_

\$ \_\_\_\_\_

Description: Contract No. CRCBF-07,  
Boulder Flats Solar Interconnection Project  
Location: Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date): \_\_\_\_\_

Modifications to this Bond Form: \_\_\_\_\_

**CONTRACTOR AS PRINCIPAL** (Seal below)

**SURETY** (Seal below)

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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 paragraph 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 800  
SUMMARY OF THE WORK**

**1. Project Description.**

1.1 The Colorado River Commission of Nevada ("CRCNV") intends to build a new 230kV switchyard and ten-mile long 230kV transmission line, located in Boulder City, Nevada.

1.2 The construction of the Boulder Flats Solar Interconnection Project will be completed in July of 2023.

**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 Steel as specified herein.

2.2 It is anticipated that no one single supplier can provide a bid for all items, thus the Contract may be awarded in parts.

**3. Delivery.**

3.1 Bid Item 403 shall be shipped F.O.B. by the Contractor to the Newport Substation Storage Yard, located at 1350 Richard Bunker Way, Las Vegas, Nevada 89015.

3.2 The Contractor shall notify the following designated point of contact at least one (1) week in advance of any delivery date, and shall not make any shipments without prior approval.

Mr. Robert Reese  
Colorado River Commission of Nevada  
Telephone: (702) 856-3611  
Cell Phone: (702) 682-6972  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

3.3 No delivery will be approved until proper Submittals pertaining to storage and installation have been received and accepted.

3.4 Any items shipped without prior notification and approval may be returned to the point of origin, or unloaded and stored at a place and in a manner determined by the CRCNV, and the Contractor will be charged with any additional expense resulting therefrom.

**4. Work by the CRCNV.**

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCBF-07.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCBF-07, 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 November 15, 2022, and ending on or before December 5, 2022.

5.1 The anticipated Final Acceptance Date for all Equipment is December 5, 2022.

**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 reproductions 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 1000A**  
**Certification Sheet**

Contract No. CRCBF-07  
Section 1000A

**SECTION 1000**  
**33 72 00 TND**  
**Substation Steel Structures**

**SECTION 1100**  
**Drawing List**

<u>Drawing Number</u>	<u>Description</u>
ES-4201	Boulder Flats 230KV Switchyard Material List
ES-4301	Boulder Flats 230KV Switchyard Foundation Plan
ES-4303	Boulder Flats 230KV Switchyard 230KV CVT Structure Steel Details
ES-4304	Boulder Flats 230KV Switchyard 230KV I-PH Support Steel Details
ES-4305	Boulder Flats 230KV Switchyard 230KV Surge Arrestor Structure Steel Details
ES-4306	Boulder Flats 230KV Switchyard 230KV Switch Support Steel Details SH1
ES-4307	Boulder Flats 230KV Switchyard 230KV Switch Support Steel Details SH2
ES-4308	Boulder Flats 230KV Switchyard 230KV Switch Support Steel Details SH3
ES-4309	Boulder Flats 230KV Switchyard 230KV SSVT Structure Steel Details
ES-4310	Boulder Flats 230KV Switchyard 230KV H-Frame Loading Diagram
ES-4311	Boulder Flats 230KV Switchyard Shield Mast Loading Diagram
ES-4312	Boulder Flats 230KV Switchyard 230KV Breaker Foundation Details
ES-4213	Boulder Flats 230KV Switchyard Control Enclosure Foundation Details
ES-4314	Boulder Flats 230KV Switchyard Drilled Pier Foundation Detail
ES-4315	Boulder Flats 230KV Switchyard 230KV Site Plan



801 1st Avenue North

P.O. BOX 67 (35201)

B'HAM, AL 35203

PH: 205-324-0909 / FAX 205-324-0955

**CUSTOMER:** Colorado River Commission

**PROJECT NAME:** Galvaized Steel Structures

**PROJECT NUMBER:**

OWNER	PSS	QTY	MANUF.	CATALOG	ITEM DESCRIPTION	VEND	UNIT	EXTENDED
MARK	MARK			NUMBER		CODE	PRICE	PRICE

1

Lot

Steel Structures

Galv. Steel Structures & Anchor Bolts

\$480,000.00

\$480,000.00



