

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF MARCH 12, 2019**

**SUBJECT:**

*For Possible Action:* Consideration of and possible action to approve Amendment No. 2 to Contract No. SA-12-02 for a three-year extension and add an amount of \$100,000 for Substation Automation System Support Services between Survalent Technology Corporation and the Commission.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

Staff recommends the Commission approve Amendment No. 2 to Contract SA-12-02 between Survalent Technology Corporation and the Commission, and authorize the Deputy Executive Director to sign it on behalf of the Commission.

**FISCAL IMPACT:**

Approval of Amendment No. 2 to Contract No. SA-12-02 as recommended will result in expenditures not-to-exceed \$575,000 over the term of the contract, an increase of \$100,000. These expenditures will be paid by the Southern Nevada Water Authority, the Clark County Water Reclamation District, and the Basic Substation Project on a prorated basis, through these agencies' operation and maintenance budgets with the Commission.

**STAFF COMMENTS AND BACKGROUND:**

The Colorado River Commission (Commission) owns, operates and maintains seventeen high-voltage substations staffed by seven Commission employees in the Commission's Power Delivery Project. In addition, the Commission is responsible for the operation and maintenance of ten substations that are owned by the Southern Nevada Water Authority and three owned by the Clark County Water Reclamation District.

The Power Delivery Project's existing supervisory control and data acquisition system (SCADA) for its substations is separated into two key components: the automation system and the business enterprise system. The automation system enhances the Commission's ability to operate its transmission and distribution facilities, monitor equipment status and to respond to operational events.

The services of an outside vendor are needed from time-to-time for the routine operation and maintenance of the system such as programming, troubleshooting and modifying the computer systems associated with the automation system. Types of services that may be required include updating of Human-Machine Interface (HMI) screens or updates utilizing the installed software on the system development node, and updating those HMI screens to operating nodes; updating communication processor settings; updating substation automation system database and set points; troubleshooting from remote locations; and, restoration of the automation system in the event software or a server is temporarily or permanently rendered inoperable.

On May 5, 2012, the Commission approved Contract No. SA-12-02 with Survalent Technology Corporation (Survalent) to provide the above-mentioned services. Amendment No. 1 was approved on March 11, 2015, extending the term of the contract for an additional four years to May 31, 2019 and increased the contract amount by \$250,000 to a not-to-exceed total of \$475,000 over the term of the contract.

**AGENDA ITEM H- STAFF COMMENTS AND BACKGROUND (CONTINUED) :**

Staff anticipates the continued need for these substation automation system support services, and therefore, asks the Commission to approve Amendment No. 2 to the contract with Survalent in order to enable the Commission and its electric customers to continue to benefit from Survalent proprietary software and to avoid the additional costs that would result from obtaining these services from a different contractor. Amendment No. 2 will extend the contract for an additional three years to June 30, 2022 and increases the contract amount by \$100,000 to a not to exceed total of \$575,000 over the term of the contract.

The contract with Survalent is an enabling type of contract which allows the Commission to use none or all of the services listed above. The work is authorized on an individual task basis. If the Commission requires the company to perform work, a "Task Authorization" is prepared and submitted for approval. A task authorization must contain a description of the work to be performed, a list of deliverables, a schedule for completing the assignment and a budget for the task.

A copy of the contract is attached for review.

**AMENDMENT NO. 2**  
**to**  
**CONTRACT NO. SA-12-02**  
**FOR**  
**Substation Automation System Support Services**

A Contract Between the State of Nevada  
Acting By and Through Its

**Colorado River Commission of Nevada**  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Phone: (702) 486-2670  
Fax: (702) 486-2695  
Contact: Robert D. Reese  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

and

**Survalent Technology Corporation**  
7965 Heritage Road  
Brampton, Ontario  
L6Y 5X5 Canada  
Phone: 303-517-0435  
Fax: 905-826-7144  
Contact: Jason Rohlfig  
Email: [jrohlfig@survalent.com](mailto:jrohlfig@survalent.com)

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, dated May 8, 2012, and Amendment No. 1 dated March 11, 2015 which is attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

- A. **The Contract Term, as set forth in Section 3 of the Original Contract, shall be extended for an additional three years.**
- B. **The Contract cost set forth in Section 6 of the Original Contract, shall be increased by \$100,000.00 to the not-to-exceed amount of \$575,000.00.**

**Current Contract Language:**

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until June 30, 2019, unless sooner terminated by either party as specified in paragraph ten (10).

6. CONSIDERATION. The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of **Four Hundred Seventy-Five Thousand Dollars and no cents (\$475,000.00)** over the term of the contract. The State does not agree to reimburse Company for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic

renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

**Amended Contract Language:**

3. CONTRACT TERM. This Amendment shall be effective on the date of its execution and shall remain in effect until **June 30, 2022,** unless sooner terminated by either party as specified in paragraph ten (10).

6. CONSIDERATION. The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of **Five Hundred Seventy-Five Thousand Dollars and no cents (\$575,000.00)** over the term of the contract. The State does not agree to reimburse Company for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective upon approval by all parties.

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

**SURVALENT TECHNOLOGY CORPORATION**

\_\_\_\_\_  
Date  
David Felice  
Regional Vice President of Sales,  
Western U.S.

**COLORADO RIVER COMMISSION OF NEVADA**

\_\_\_\_\_  
Date  
Eric Witkoski  
Deputy Executive Director

**APPROVED BY BOARD OF EXAMINERS**

\_\_\_\_\_  
Date  
Clerk, Board of Examiners

Approved as to form by:

\_\_\_\_\_  
Date  
Christine Guerci-Nyhus  
Deputy Attorney General for Attorney General

**EXHIBIT A**

**AMENDMENT NO. 1**

**to**

**CONTRACT NO. SA-12-02**

**and**

**ORIGINAL CONTRACT**

**SA-12-02**

**Substation Automation System Support Services**

**AMENDMENT NO. 1  
TO  
CONTRACT NO. SA-12-02  
Substation Automation System Support Services  
Between the State of Nevada  
Acting By and Through Its**

**Colorado River Commission of Nevada**  
555 E. Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Contact: Robert D. Reese  
Phone: (702) 682-6972  
Fax: (702) 856-3617  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

and

**Survalent Technology Corporation**  
2600 Argentia Road  
Mississauga, Ontario  
L5N5V4 Canada  
Contact: Edward Kobeszka  
Phone: 314-779-6927  
Fax: (905) 826-7144  
Email: [ekobeszka@survalent.com](mailto:ekobeszka@survalent.com)

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, dated May 8, 2012, which is attached hereto as Exhibit A, remain in full force and effect with the exception of the following:

**A. The Contract Term, as set forth in Section 3 of the Original Contract, shall be extended for an additional four years.**

**B. The Contract cost set forth in Section 6 of the Original Contract shall be increased by \$250,000.00 to the not-to-exceed amount of \$475,000.00.**

**Current Contract Language:**

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until May 31, 2015, unless sooner terminated by either party as specified in paragraph ten (10).

6. CONSIDERATION. The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of Two Hundred Twenty Five Thousand Dollars and no cents (\$225,000.00) over the term of the contract. The State does not agree to reimburse Company for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial



appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

**Amended Contract Language:**

3. **CONTRACT TERM.** This Amendment shall be effective on the date of its execution and shall remain in effect until May 31, 2019, unless sooner terminated by either party as specified in paragraph ten (10).

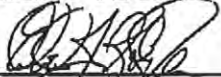
6. **CONSIDERATION.** The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of **Four Hundred Seventy-Five Thousand Dollars and no cents (\$475,000.00)** over the term of the contract. The State does not agree to reimburse Company for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective upon approval by all parties.

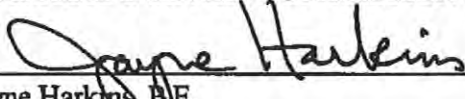
IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

**SURVALENT TECHNOLOGY**

  
\_\_\_\_\_  
Edward J. Kobeszka  
Vice President of Sales, Western U.S.

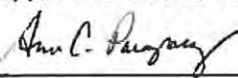
2-23-2015  
\_\_\_\_\_  
Date

**COLORADO RIVER COMMISSION OF NEVADA**

  
\_\_\_\_\_  
Jayne Harkins, PE.  
Executive Director

3/11/15  
\_\_\_\_\_  
Date

Approved as to form by:

  
\_\_\_\_\_  
Ann C. Pongracz  
Special Counsel to the  
Colorado River Commission of Nevada

2/25/2015  
\_\_\_\_\_  
Date

**CONTRACT NO. SA-12-02**  
**SUBSTATION AUTOMATION SYSTEM**  
**SUPPORT SERVICES**

A Contract Between the State of Nevada

Acting By and Through Its

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

and

**Survalent Technology Corporation**  
2600 Argentia Road  
Mississauga, Ontario  
L5N 5V4 Canada

1. REQUIRED APPROVAL. This Contract shall become effective upon the date of execution by the Colorado River Commission of Nevada (“Commission”) and Survalent Technology Corporation (“Company”) (collectively referred to herein as “the Parties”), following approval of the Contract by the Commission.

2. DEFINITIONS. “State” means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until May 31, 2015, unless sooner terminated by either party as specified in paragraph ten (10).

4. NOTICE. Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of termination for default, or notice of termination without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party as follows:



Notices to the Commission shall be provided to:

Robert D. Reese  
Assistant Director of Engineering and Operations and,  
in his absence, Ron Pretasky, the Power Facilities Manager  
Colorado River Commission of Nevada  
555 E. Washington Ave., Suite 3100  
Las Vegas, NV 89101-1065  
Phone: (702) 856-3611  
Fax: (702) 856-3617  
Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

Notices to the Company shall be provided to:

Joe DeFilippis  
Systems Engineering & Inside Sales Manager and,  
in his absence, Weijun Ren, Inside Sales Engineer  
Survalent Technology Corporation  
2600 Argentia Road  
Mississauga, Ontario  
L5N 5V4  
Canada  
Phone: (905) 826-5000  
Fax: (905) 826-7144  
Email: [joed@survalent.com](mailto:joed@survalent.com)

5. INCORPORATED DOCUMENTS. The parties agree to the scope of work described in Attachment AA. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK; AND
ATTACHMENT BB:	INSURANCE SCHEDULE

A Company's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. CONSIDERATION. The parties agree that Company will provide the services specified in the Scope of Work at a not-to-exceed cost of Two Hundred Twenty Five Thousand Dollars and no cents (\$225,000.00) over the term of the contract. The State does not agree to reimburse Company for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a

biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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

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

9. INSPECTION & AUDIT.

a. Books and Records. Company agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Company agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Company or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Company where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties, or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current biennium may be subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Company waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Commission's funding is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Company fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Company to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Company becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Company's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Company, or any agent or representative of Company, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Company has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph four (4), and the subsequent failure of the defaulting party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

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

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

- ii. Company shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Commission;
- iii. Company shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Commission;
- iv. Company shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph twenty-one (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation one hundred and twenty-five dollars (\$125.00) per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Company to any State agency in accordance with NRS 353C.190. In the event that the Company voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy court, the State may set off consideration against any unpaid obligation of Company to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Company, for the fiscal year budget in existence at the time of the breach. Damages for any Company breach shall not exceed one hundred and fifty percent (150%) of the contract maximum "not to exceed" value. Company's tort liability shall not be limited.

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

14. INDEMNIFICATION. To the fullest extent permitted by law Company shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Company, its officers, employees and agents.



15. GENERAL COMPANY DUTIES. In addition to all other duties prescribed by this Contract, including but not limited to those set forth in the Scope of Work, Company has the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Company or any other party. Company shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either contract or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the State. Company shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Company nor its employees, agents, nor representatives shall be considered employees, agents, or representatives of the State.

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Company must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in Attachment BB, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

The Company shall not commence work before:

- 1) Company has provided the required evidence of insurance to the Commission, and
- 2) The State has approved the insurance policies provided by the Company.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

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

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

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

**General Requirements:**

- a. Additional Insured: By endorsement to the Company's general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of the Company.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Company shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Company from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o the Commission, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown on page one (1) of this contract:
- f. Approved Insurer: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - 2) Currently rated by A.M. Best as "A-VII" or better.



**Evidence of Insurance:**

Prior to the start of any Work, Company must provide the following documents to the contracting State agency:

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

**Mail all required insurance documents to the Commission representative identified in paragraph 4 of this Contract.**

2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, subsection a, above.

3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Company. Neither approval by the State nor failure to disapprove the insurance furnished by Company shall relieve Company of Company's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Company or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Company shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Company to provide the goods or services required by this Contract. Company will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Company in accordance with NRS 361.157 and

NRS 361.159. Company agrees to be responsible for payment of any such government obligations not paid by its sub-contractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

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

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Company shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the Commission.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Company (or its sub-contractors) in performance of its obligations under this Contract shall be the exclusive property of the Commission and all such materials shall be delivered into State possession by Company upon completion, termination, or cancellation of this Contract. Company shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Company's obligations under this Contract without the prior written consent of the Commission. Notwithstanding the foregoing, the Commission shall have no proprietary interest in any materials licensed for use by the Commission that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Company may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Company may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Company thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Company shall keep confidential all information, in whatever form, produced, prepared, observed or received by Company to the extent that such information is confidential by law or otherwise required by this Contract.

24. LOBBYING. The Parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, council or board;
- b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

25. WARRANTIES.

a. General Warranty. Company warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Company warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the Commission. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multi-century formulas and data values and date data interface values that reflect the century.

26. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Any services performed by Company before this Contract is effective or after it ceases to be effective are performed at the sole risk of Company.

27. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The Parties' consent to the exclusive jurisdiction of the First Judicial District Court, Las Vegas, Nevada for enforcement of this Contract.

28. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the Parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an

integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

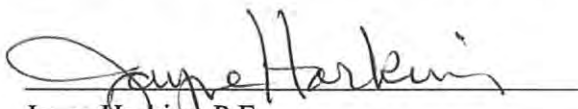
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**SURVALENT TECHNOLOGY CORPORATION**

  
\_\_\_\_\_  
Steve Mueller  
President and CEO

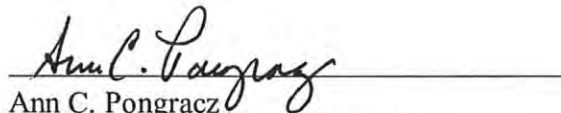
April 5, 2012  
\_\_\_\_\_  
Date

**COLORADO RIVER COMMISSION OF NEVADA**

  
\_\_\_\_\_  
Jayne Harkins P.E.  
Executive Director

5/8/12  
\_\_\_\_\_  
Date

Approved as to form by:

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

4/25/12  
\_\_\_\_\_  
Date

**CONTRACT NO. SA-12-02  
SUBSTATION AUTOMATION SYSTEM  
SUPPORT SERVICES**

Between  
**Colorado River Commission of Nevada**  
and  
**Survalent Technology Corporation**

ATTACHMENT AA

**SCOPE OF WORK**

**BACKGROUND**

The Colorado River Commission of Nevada (“Commission”) owns, operates and maintains a high-voltage transmission and distribution system consisting of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, seven 69/4.16-kV substations, thirty-two miles of double-circuit 230-kV transmission lines, five miles of double-circuit 69-kV overhead transmission lines, eleven miles of double-circuit 69-kV underground transmission lines and other related facilities in Clark County, Nevada.

To provide for the remote operation, control, protection and monitoring of the high-voltage transmission and distribution system, the Commission utilizes a substation automation system. The proper performance of this substation automation system is critical to the safe and reliable operation of the Commission’s high-voltage transmission and distribution system. The Commission has determined that the services of a qualified Company are required from time to time to support the Commission as it operates and maintains the substation automation system.

**DEFINITIONS**

As used in this agreement, unless the context otherwise requires, the words and terms defined in this section, when initially capitalized and used herein, whether in singular or plural, have the meanings ascribed to them in these definitions:

- A. “Agreement” means this Contract No. SA-12-02 for substation automation system support services.
- B. “Commission” means the Colorado River Commission of Nevada.
- C. “Company” means Survalent Technology Corporation
- D. “Contract Manager” means the executive director of the Colorado River Commission of Nevada or her designee.



## **SERVICES TO BE PERFORMED**

The services to be performed by the Company consist of programming, troubleshooting and modifying software associated with the substation automation system as may be required from time to time for the routine operation and maintenance of these items. Types of services that may be required of the Company are as follows:

- A. Updating of Human-Machine Interface (HMI) screens or updates utilizing the installed software on the system development node, and updating those HMI screens to operating nodes;
- B. Updating communication processor settings;
- C. Updating substation automation system database and set points;
- D. Troubleshooting from on-site and remote locations;
- E. Restoration of the substation automation system in the event software or a server is temporarily or permanently rendered inoperable; and/or,
- F. Other related activities associated with the substation automation system as may be requested by the Commission

During the term of the Agreement, the Commission may utilize the services of the Company on all or none of the services listed above.

## **TASK AUTHORIZATION**

The work of the Company must be authorized on an individual task basis. Should the Commission require the Company to perform work pursuant to this agreement, the Commission shall request the Company to prepare and submit for approval a document entitled, "Task Authorization." Each Task Authorization must contain a:

- A. description of the work to be performed by the Company;
- B. list of the deliverables to be provided to the Commission;
- C. schedule for completing the assignment; and
- D. budget for the task.

The Company shall not proceed with any work pursuant to this Agreement unless the Contract Manager has first approved the Task Authorization associated with that work, and issued to the Company a notice to proceed with the work.

## **COMPENSATION FOR SERVICES**

The total cost for the performance of all work described in this Agreement must not exceed Two Hundred Twenty Five Thousand Dollars and no cents (\$225,000.00) over the term of the contract.

For the performance of the services described in this Agreement, the Commission agrees to pay the Company as follows:



- A. For services performed by the Company's personnel, the hourly rates indicated in an approved Task Authorization. Those rates must include Company's direct salaries; overtime payroll costs; sick leave pay; vacation pay; holiday pay; and overhead, including taxes, profit and all other costs of doing business. The Company shall not charge the Commission for reproduction, printing, long distance telephone calls, testing apparatus, computer and computer-aided design and drafting (CADD) services. Those costs must be included in the hourly rates charged for the Company's employees.
- B. For services rendered by others as subcontractors to the Company, the Company shall charge only for the actual cost to the Company.
- C. Notwithstanding the cost to the Company, the Commission shall not pay, in an amount greater than the amount for such expenses allowed for employees of the State of Nevada, for travel, per diem or subsistence, including airfare, food, lodging, automobile rental, commercial services and incidental expenses, of the Company, the Company's subcontractors or any other professional companies retained by Company to provide services under this Contract.
- D. Notwithstanding the cost to the Company, the Commission shall not pay the Company in an amount greater than the amount approved by the Contract Manager in any individual Task Authorization.

The Company shall deliver itemized monthly statements to the Commission for work performed under any approved Task Authorization during the preceding month. The Commission shall pay the Company for the services provided under this Agreement during the preceding month within thirty days after the receipt of a correct statement. The Commission shall not be obligated to pay interest to the Company if payment is not made within thirty days.

If the Commission questions some element of an invoice, that fact must be made known, in writing, to the Company as soon as possible. The Company will help resolve the question and transmit a revised invoice as necessary. Amounts not questioned by the Commission must be promptly paid.

## **ATTACHMENT BB**

### **Insurance Schedule**

#### **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, hold harmless and, not excluding the State's right to participate, defend the State, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State.

#### **INSURANCE REQUIREMENTS:**

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

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

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

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

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

coverage.

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

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

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

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

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

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

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

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

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

**Jayne Harkins, P.E., Executive Director  
Colorado River Commission of Nevada  
555 East Washington Ave., Suite 3100  
Las Vegas, Nevada 89101**

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

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

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

All certificates required by this Contract shall be sent directly to **(Jayne Harkins, Executive Director, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, NV 89101)**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the

right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

[Main Menu](#) > [Vendor/Voucher/Check Inquiry](#) > [Vendor Detail Input](#) > [Vendor List](#) > Vendor Detail

REPORT DATE AS OF: 03/05/2019

PROC ID: VENDOR\_DETAIL

**STATE OF NEVADA**  
**Office of the State Controller**

**Vendor Detail**

<b>Vendor Number:</b>	T27042140	<b>Address Indicator:</b>	
<b>Vendor Type:</b>	W9	<b>Misc. Vendor Indicator:</b>	N
		<b>1099 Indicator:</b>	N
<b>Vendor Name:</b>	SURVALENT TECHNOLOGY	<b>Taxpayer Id:</b>	*****0125
<b>Alternate Name:</b>		<b>Payment Hold Indicator:</b>	N
<b>Address:</b>		<b>EFT Status:</b>	A
	1967 WEHRLE DR STE 1 PMB 122	<b>Single Check Requested:</b>	N
<b>City:</b>	BUFFALO	<b>Text Flag:</b>	Y
<b>State:</b>	NY	<b>Prevent Deletion:</b>	N
<b>Zip Code:</b>	14221-8452	<b>Establishment Date:</b>	03/14/2018
		<b>Last Action Date:</b>	10/04/2018
<b>Phone:</b>	905/285-2222	<b>Calendar YTD Amount:</b>	\$ .00
<b>Comments:</b>		<b>Prior Calendar Year Amount:</b>	\$23,824.96
<b>Vendor Fax:</b>	905/826-7144	<b>Fiscal YTD Amount:</b>	\$22,324.96
<b>Email Address:</b>	AR@SURVALENT.COM	<b>Prior Fiscal Year Amount:</b>	\$1,500.00

[Vendor Check List](#)   [Vendor Voucher List](#)   [Vendor Document Inquiry](#)



## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Corporate/Business Entity Name: Survalent Technology Corporation</b>	
<b>"Doing Business As" (if applicable):</b>	
<b>Street Address: 2600 Argentia Road</b>	<b>Website: Survalent.com</b>
<b>City, State and Zip Code: Mississauga, Ontario L5N 5V4</b>	<b>POC Name and Email:</b>
<b>Telephone Number: (905) 826-5000</b>	<b>Fax Number: (905) 826-7144</b>
<b>Local Street Address:</b>	<b>Website:</b>
<b>City, State and Zip Code:</b>	<b>Local Fax Number:</b>
<b>Local Telephone Number:</b>	<b>Local POC Name and Email:</b>

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

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

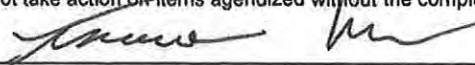
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations/Non-profit organizations)</small>
Steve Mueller	President	100%

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a CRC full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please note that CRC employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
  
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 CRC full-time employee(s), or appointed/elected official(s)?  
 Yes  No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 President  
 \_\_\_\_\_  
 Title

Steve Mueller  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 2/24/15  
 \_\_\_\_\_  
 Date