

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF JULY 14, 2026**

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

STAFF COMMENTS AND BACKGROUND:

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF JULY 14, 2026**

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF JULY 14, 2026**

SUBJECT: <i>For Possible Action:</i> Approval of minutes of the June 9, 2026, meeting.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the June 9, 2026, meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:31 p.m. on Tuesday, June 9, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman
Vice Chairwoman
Commissioner
Commissioner
Commissioner
Commissioner

Puoy K. Premsrirut
Kara J. Kelley
Marilyn Kirkpatrick
Dan H. Stewart
Steve Walton
Cody Winterton

COMMISSIONERS PRESENT VIA TELECONFERENCE

Commissioner

Allen J. Puliz

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General
Special Counsel, Attorney General

Michelle D. Briggs
David W. Newton

COMMISSION STAFF IN ATTENDANCE

Executive Director
Senior Assistant Director
Chief of Finance and Administration
Assistant Director, Energy Information Systems
Assistant Director, Engineering and Operations
Assistant Director, Hydropower
Assistant Director, Natural Resources
Chief Accountant
Senior Energy Accountant
Senior Energy Accountant
Power Systems Operations Manager
Power Systems Project Manager
Power Systems Electrical Engineer
Power Facility Communication Technician
Senior Power Facilities Electrician
Senior Power Facilities Electrician
Assistant Hydropower Manager
Hydropower Analyst
Energy Management Data Analyst
Executive Assistant Manager
System Coordinator
Applications Specialist
Administrative Assistant IV
Administrative Assistant IV
Administrative Assistant III
Administrative Assistant II
Administrative Assistant II
Administrative Assistant II

Eric Witkoski
Sara Price
Douglas N. Beatty
Kaleb Hall
Joseph Stubitz
Gail Bates
Warren Turkett, Ph.D.
Gail L. Benton
Hyelim Hong
Ruidong Luo
Walter Shupe
William Bruninga
Patrick Davis
Lawrence Yurek
Cameron Auhoon
Timmy Nededog
Matthew Alinsod
Elissa Emery
Rebecca Suafoa
Gina L. Goodman
Chris Smith
John Sagmani
Elsa Nava
Marissa Russell
Tamisha Randolph
Joshua Cleveland
Bobbie Hickman
Thyandra Lewis

OTHERS PRESENT: REPRESENTING

Clark County Water Reclamation District
Clark County Water Reclamation District
College of Southern Nevada
Las Vegas Valley Water District
NV Energy
Self
Self
Southern Nevada Water Authority
Valley Electric Association, Inc.

Peter Beaulieu
Shawn Mollus
Tina Dobbs
Brian Orion
Paulina Douangpanya
CJB
Rar13
Annalise Porter
Gabe De Guzman

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

June 9, 2026

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Puoy Premsrirut at 1:31 p.m., followed by the pledge of allegiance.

A. Conformance to Open Meeting Law.

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

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

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

C. *For Possible Action: Approval of minutes of February 10, 2026, meeting.*

Commissioner Marilyn Kirkpatrick moved for approval the minutes of the February 10, 2026, meeting. The motion was seconded by Commissioner Kara Kelley and approved by unanimous vote.

D. *For Possible Action: Approve Contract No. CRCMH-05 between the successful bidder, Electrical Power Products, Inc., and the Colorado River Commission of Nevada, based on Bid Solicitation No. 69CRC-S3768 for one fully equipped prefabricated control enclosure for Monthill Substation in the amount of \$976,739.*

Mr. Witkoski introduced Agenda Item D.

Joseph Stubitz, Assistant Director of Engineering and Operations, explained that the control enclosure will support the planned Monthill Substation as part of Phase 2 reliability upgrades and will house relay controls and batteries. He reported that Electrical Power Products, Inc. was the lowest responsive bidder based on price, warranty, and equipment specifications. In response to questions from Chairwoman Premsrirut, Mr. Stubitz stated that two proposals were received and evaluated.

Commissioner Kirkpatrick moved to approve Contract No. CRCMH-05 between Electrical Power Products, Inc. and the Colorado River Commission of Nevada in the amount of \$976,739. The motion was seconded by Chairwoman Kelley and approved

E. *For Possible Action: Approval of Amendment No. 2 to Contract No. SA-18-02 between the Colorado River Commission of Nevada and Peak Substation Services, LLC, for Materials Purchasing Services, to extend the contract term from August 31, 2026, to August 31, 2030.*

Mr. Witkoski introduced Item E for possible action.

Mr. StubitZ explained that the Power Delivery Group uses Peak Substation Services (Peak) to procure various items needed for operation and maintenance activities. He noted that the Commission has an existing agreement with Peak, but is set to expire on August 31, 2026. The intention is to extend the contract while staff prepare a Request for Proposal for an additional supplier—preferably one that is more local and able to meet the Commission’s needs, providing competitive options alongside Peak. At this time, the requested four-year extension would allow staff to continue essential operation and maintenance (O&M) activities for customers without interruption.

Chairwoman PremSrirut remarked that there is no fiscal impact associated with this item, as it is solely an extension of the contract term.

Mr. StubitZ confirmed this.

Chairwoman PremSrirut then asked how staff considered a four-year extension, rather than a two- or six-year term.

Mr. StubitZ responded that the four-year extension aligns with the duration used in the previous amendment. Because the original contract was executed in 2018, continuing with the same standard term length was appropriate.

Commissioner Dan Stewart moved for approval. The motion was second by Commissioner Steve Walton and approved by unanimous vote.

F. <i>For Possible Action:</i> Presentation and acceptance of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024; and update on ACFR for Fiscal Year 2025.

Mr. Doug Beatty, Chief of Finance and Administration, provided a brief presentation on the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024, and provided an update on the audit for Fiscal Year 2025.

Mr. Beatty explained that the ACFR for Fiscal Year 2024 was completed after the Commission received the final statewide financial components from the State of Nevada Controller’s Office in December of 2025. Once that information was received, staff made the necessary adjustments, allowing the auditors to finalize the audit and issue the completed report. The Independent Auditors’ Report can be found on page 10, and the report on internal controls and compliance appears on page 66.

He noted that the audit contract was transferred to Baker Tilly following the merger of Moss Adams and Baker Tilly in the summer of 2025. Despite the merger, the audit team and their overall approach remained consistent, and the working relationship has continued to be professional and supportive. The auditors assisted staff with implementing new accounting standards and were patient in accommodating delays caused by late statewide financial information, making themselves available as soon as the required data was received.

Regarding the ACFR for 2025, Mr. Beatty reported that Baker Tilly commenced the review and audit for Fiscal Year 2025 in the fall of 2025. They examined all internal documentation and accounts related to the Commission's activities, and no questions or concerns resulted from their review. The Commission is currently waiting for the remaining statewide financial information from the Controller's Office needed to complete the FY 2025 report.

Chairwoman Premsrirut acknowledged the delays in receiving statewide financial information and expressed appreciation to Mr. Beatty and the Audit Subcommittee for their patience and continued diligence. She expressed hope that the process will move more smoothly, going forward, allowing the Commission to receive information in a timelier manner.

Commissioner Kelley moved for acceptance of the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024. The motion was second by Commissioner Kirkpatrick and approved by unanimous vote.

G. <i>For Information Only: Presentation for comment and guidance on proposed budget for Fiscal Years 2028 and 2029.</i>
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Mr. Witkoski introduced Agenda Item G regarding the budget recommendations for Fiscal Years 2028 and 2029. He noted, the presentation was being made today for review and comments, and it would be brought back in August for approval.

Mr. Beatty provided a detailed overview of the proposed budget, explaining the purpose and structure of the Commission's various funds, including the administrative fund, the Multi-Species Conservation Program fund, the Power Delivery Project fund, and the Power Marketing fund. He described how each fund is allocated and utilized within the Commission's financial system.

Mr. Beatty also outlined the budget development process, that included a contractor meeting held on May 19, 2026, where the budget was presented to contractors during a well-attended online meeting. He noted there were few questions on the budget from the contractors.

Mr. Beatty also discussed specific budgetary changes and anticipated needs based on prior trends and projected future costs.

Commissioner Walton asked Mr. Beatty to clarify the factors contributing to the significant increase in projected market-power costs, specifically whether the rise reflected anything unusual or unexpected in market-power rates.

Mr. Beatty responded that the increase was not unusually high but represented the typical year-to-year adjustments based on forward market curves. He noted that this was simply one component of the approximately \$8 million increase reflected in the budget.

Commissioner Walton asked whether an exponential jump in rates was expected.

Mr. Beatty replied that if any such impact existed, it would be minimal.

Commissioner Walton thanked him for the clarification.

H. *For Information Only: Update on pending legal matters, including filings before the Federal Energy Regulatory Commission, the Public Utilities Commission of Nevada filings and federal legislation, and related matters.*

Mr. Witkoski introduced Agenda Item H for information only, providing an update on pending legal matters including filings before the Federal Energy Regulatory Commission and Public Utilities Commission of Nevada filings in federal legislation. Currently, there are no updates.

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

Mr. Witkoski introduced Agenda Item N for information only.

Warren Turkett, Assistant Director of Natural Resources, reported on current hydrological conditions, noting precipitation at 72 percent of average in May and 79 percent for the water year to date. Despite not being exceptionally dry, persistently warm temperatures have caused a significant snow drought. Upper Basin snowpack is extremely poor, with the majority of snow already melted. A March heat wave accelerated runoff three to four weeks early, resulting in a peak of about 60 percent of median and reduced water supply efficiency.

Gail Bates, Assistant Director of Hydropower, updated the Commission on conditions at Hoover Dam. She explained that elevation 1035 feet is a critical threshold where most generating capacity may be lost, with only four wide-head units capable of operating near that level. The Bureau of Reclamation plans to operate all units with strict inspection protocols, rotating units offline to check for cavitation damage and avoid failure. Inspection frequency will increase as lake levels decline.

Ms. Bates reported that \$52 million in stranded customer funds have been released. Approximately \$19 million will fund two new wide-head turbines and repair of an existing unit, with the first turbine expected online in late 2028 and others in 2029. The remaining \$33 million may be used for additional turbines or to offset operations and maintenance costs to stabilize rates. She noted that staff have kept customers informed so they can secure alternative resources as needed.

Commissioner Kirkpatrick said she had reviewed information on the \$52 million but was unclear on timing and whether the funds function as reimbursement or are readily accessible, emphasizing the importance of timing for project execution.

Ms. Bates clarified that the funds are already available in a dedicated sub-account within the Hoover Dam Fund.

Commissioner Kirkpatrick asked whether the account is controlled by the Commission or the federal government.

Ms. Bates responded that the Bureau of Reclamation manages the account but confirmed the funds are fully available.

Mr. Witkoski added context, explaining that release of the funds required significant effort, including federal legislation supported by Senator Cortez Masto and Congresswoman Lee, approval through the federal budget process, and resolution of legal issues with assistance from a contract previously approved by the Commission.

Commissioner Kirkpatrick asked when the Commission would begin to feel impacts of anticipated challenges around 2028 and when procurement would begin.

Ms. Bates stated that procurement documents were currently being developed and expected to be released in June, with plans to sole-source turbines to expedite the process.

Commissioner Kirkpatrick asked who is responsible for monitoring progress.

Ms. Bates replied that she serves on the Hoover Engineering and Operations Committee and is the primary staff member tracking progress, noting regular coordination with the Bureau of Reclamation.

Commissioner Kirkpatrick suggested updates approximately every six months to maintain visibility and support communication with the congressional delegation.

Chairwoman Premisrirt thanked Commissioner Kirkpatrick for her comments.

Commissioner Walton asked for clarification on the purpose of the stranded customer funds and whether they were intended for specific basin users or to support hydropower customers.

Mr. Witkoski explained that the funds originated in the late 1990's when Congress directed Western Area Power Administration (WAPA) to collect money for post-retirement benefits, creating a dispute with the Bureau of Reclamation. The funds accumulated in the Colorado River Dam Fund, and efforts to return them stalled until recent legislative actions made them available.

Commissioner Walton asked whether Southern Nevada contractors could access more than the initial \$19 million and whether additional turbines could be ordered sooner.

Ms. Bates said the remaining \$33 million is currently under discussion and may be used either for additional turbines or for O&M costs to stabilize rates, depending on hydrology and contractor priorities.

Commissioner Walton asked whether the funds could be used for non-infrastructure purposes such as water banking.

Ms. Bates clarified that the funds are restricted to Hoover Dam infrastructure, including turbines, capital improvements, and O&M.

Commissioner Walton thanked staff for the clarification.

Chairwoman Premsrirut stated that regardless of how the funds are used, they are intended to benefit contractors during challenging hydrological conditions. She commended Mr. Witkoski for his persistence in securing the funds, along with support from Senator Cortez Masto and Congresswoman Susie Lee, emphasizing the importance of the outcome.

Sara Price, Senior Assistant Director, emphasized the significance of the effort, noting that the issue had been unresolved for years and likely would have remained so without Mr. Witkoski's initiative during the COVID-19 period. She highlighted broader basin benefits, including impacts on hydropower-supported programs.

Mr. Witkoski then invited Ms. Price to provide an update on basin negotiations.

Ms. Price reported that seven-state negotiations remain stalled, though federal feedback on the Lower Basin proposal offers some near-term optimism. She noted that additional issues remain unresolved and that long-term agreements will take time. She highlighted a new Memorandum of Understanding involving several major agencies to explore interstate water exchanges, enabled by surplus supplies in San Diego, California.

Ms. Price added that a final Environmental Impact Statement is expected by the end of July and noted that confirmation of a new Bureau of Reclamation Commissioner may provide leadership stability.

Chairwoman Premsrirut asked when the next major update is expected.

Ms. Price said the Environmental Impact Statement will likely be the next significant development unless negotiations advance sooner. She added that future agreements will require Commission approval and emphasized a shared goal of avoiding litigation.

Chairwoman Premsrirut thanked Ms. Price and invited any additional questions or comments on the item. There were none.

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

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

K. Comments and questions from the Commission members.

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

L. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on July 14, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

M. Adjournment.

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

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF JULY 14, 2026**

SUBJECT: *For Possible Action:* Approval of Amendment No. 1 to Contract No. CRCGV-03 between the Colorado River Commission of Nevada and ILJIN ELECTRIC USA INC., increasing the contract price by \$374,930.46 to cover additional equipment costs, representing approximately ten percent of the original contract amount.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION: the Commission approve Amendment No. 1 to the contract CRCGV-03.

FISCAL IMPACT:

\$374,930.46.

STAFF COMMENTS AND BACKGROUND:

A. Background on Project

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

SNWA has requested that the Commission assist with the design and procurement of the electrical infrastructure for the Garnet Valley Water System Project. The Garnet Valley Project consists of facilities to support supplying 20 million gallons of water per day to the Apex Industrial Park and to capture and transport all indoor wastewater from the area for treatment.

B. Background of Contract and Proposed Amendment No. 1

In August 2024, the Commission approved a contract with ILJIN ELECTRIC USA, INC. (ILJIN) in the amount of \$3,396,000 for two power transformers.

In October 2025, ILJIN informed the Commission’s Power Delivery Group (PDG) that it would need support regarding unexpected tariff costs estimated to amount to an additional \$552,000, which were not required when the contract was signed in 2024.

In response, PDG reviewed other options and requested a bid for the same equipment from another vendor that submitted a bid during the competitive bidding process. However, the alternative bid’s price and timeframe to receive the transformers were not acceptable. Based on that review, amending the existing contract was determined to be the most practical and cost-effective option to avoid delays to the Garnet Valley Project. To keep the Garnet Valley Project on schedule, and after consultation with SNWA, PDG agreed to amend the contract to include the additional costs for the unforeseen tariff charges and to include a provision in the event the tariff charges are refundable in the future.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF JULY 14, 2026**

ILJIN delivered the transformers to the construction site on or about April 27, 2026. Based on U.S. Customs and Border Protection Entry Summaries, ILJIN paid tariffs on the equipment as follows:

- a. \$26,008.70; Section 122 of the Trade Act of 1974 (19 U.S.C. 2132) (hereinafter, "Section 122 Tariff") a 10% ad valorem tariff imposed by Presidential Proclamation No. 11012 dated February 20, 2026. See Exhibit B.
- b. \$348,921.76; Section 232 of the Trade Expansion Act of 1962, a 15% ad valorem tariff on electrical grid equipment imposed by Presidential Proclamation dated April 2, 2026 (hereinafter, "Steel Tariff"). See Exhibit C.

Under proposed Amendment No. 1, the contract price would be increased by the amount of the Section 122 Tariff and the Steel Tariff, for a total amount of \$374,930.46.

The Section 122 Tariff is currently being challenged by multiple states, including Nevada. The U.S. Court of International Trade ruled that the Section 122 Tariff is unauthorized by law; that decision is on appeal. An administrative stay is in effect, and a preliminary injunction sought by the United States while the case is on appeal.

ILJIN agrees to take all necessary action to preserve its right to a refund of the Section 122 Tariff by filing a timely formal protest with U.S. Customs and Border Protection and to pursue a refund in good faith. To the extent that ILJIN receives a refund of any tariff paid by the Commission hereunder, ILJIN shall return such refund, including any interest, to the Commission within 60 days.

C. Staff's Recommendation

Staff recommend that the Commission approve the contract amendment to allow for additional verifiable costs of \$374,930.46.

**AMENDMENT NO. 1 TO
GARNET VALLEY WATER SYSTEM – 2920 SUBSTATION
CONTRACT NO. CRCGV-03**

This Amendment No. 1 to the Garnet Valley Water System – 2920 Substation Contract No. CRCGV-03 Power Transformers, Bid Documents and Specifications (“Amendment No. 1”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and ILJIN ELECTRIC USA, INC. (“Contractor”). Capitalized terms used herein have the meaning ascribed to them in the Garnet Valley Water System – 2920 Substation Contract No. CRCGV-03 Power Transformers, Bid Documents and Specifications (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

A. The CRCNV coordinates materials for the construction of the Garnet Valley Water System – 2920 Substation (the “Garnet Valley Project”) for the Southern Nevada Water Authority (“SNWA”).

B. The Garnet Valley Project consists of facilities to support supplying 20 million gallons of water per day to the Apex Industrial Park and to capture and transport for treatment, all indoor wastewater from the area.

C. The Project Documents are for 2 Power Transformers (the “Equipment”). In October of 2025, Contractor informed the CRCNV that it would need support regarding unexpected tariff costs estimated to amount to an additional \$552,000 which were not required when the Contract was signed in 2024.

D. The CRCNV requested a bid for the Equipment from another vendor who submitted a bid during the competitive bidding process for the Equipment, but the price and timeframe to receive the Equipment was not acceptable.

E. To keep the Garnet Valley Project on schedule and after discussion with SNWA, the CRCNV agreed to amend the Contract to include the additional costs for the unforeseen tariff charges.

F. The CRCNV and Contractor agree to amend the Project Documents to increase the Contract Price and add additional provisions should the tariff charges be refundable in the future.

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

1. Contractor delivered the Equipment to the construction site on or about April 27, 2026.
2. Based on U.S. Customs and Border Protection Entry Summaries, Contractor paid tariffs on the Equipment as follows:
 - a. \$26,008.70; Section 122 of the Trade Act of 1974 (19 U.S.C. 2132) (hereinafter, "Section 122 Tariff") 10% ad valorem tariff imposed by Presidential Proclamation No. 11012 dated February 20, 2026. *See* Exhibit B.
 - b. \$348,921.76; Section 232 of the Trade Expansion Act of 1962, 15% ad valorem tariff on electrical grid equipment imposed by Presidential Proclamation dated April 2, 2026 (hereinafter, "Steel Tariff"). *See* Exhibit C.
3. The Contract Price shall be increased by the amount of the Section 122 Tariff and the Steel Tariff in the total amount of **\$374,930.46**. The additional payment due shall be made in accordance with the payment procedures in Section 400.
4. The Section 122 Tariff is currently being challenged by multiple states, including Nevada. The U.S. Court of International Trade ruled the Section 122 Tariffs are unauthorized by law; that decision is on appeal. An administrative stay is in effect with a preliminary injunction sought by the United States while the case is on appeal.
5. Contractor agrees to take all necessary action to preserve its right to a refund of the Section 122 Tariff by filing a timely formal protest with U.S. Customs and Border Protection and to pursue a refund in good faith. To the extent Contractor receives a refund of any tariff paid by CRCNV hereunder, Contractor shall return such refund, including any interest, to CRCNV within 60 days.
6. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 1.

7. Except as otherwise provided herein, all provisions of the Project Documents are in full force and effect.

The Parties have executed this Amendment No. 1 on the date set forth below.

Colorado River Commission of Nevada

By: _____

Name: _____

Title: _____

Date: _____

Iljin Electric USA, Inc.

By: _____

Name: _____

Title: _____

Date: _____



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

Garnet Valley Water System - 2920 Substation

**Contract No. CRCGV-03
Power Transformers**

Bid Documents and Specifications

For Award
August 13, 2024

GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION

Contract No. CRCGV-03 Power Transformers

Bid Documents and Specifications

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SECTION 100 REQUEST FOR BIDS

1. Notice.

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

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

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

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

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

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

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

2. Equipment.

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

Two (2) 230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-1100 of this Contract.

3. Questions Regarding Request for Bid.

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

4. Pricing and Security.

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

5. Multiple Awards.

CRCNV may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: 03/29/2024

By:



Shae Pelkowski

Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE: 05/13/2024

SECTION 200 BID INSTRUCTIONS

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

**SECTION 300
BID FORM**

1. Project Identification:

Garnet Valley Water System - 2920 Substation

Contract No. CRCGV-03

Power Transformers

2. This Bid is Submitted By:

Name: ILJIN Electric USA, Inc.

Address: 15915 Katy Freeway Suite Unit 215, Houston, TX 77094

3. This Bid is Submitted To:

Colorado River Commission of Nevada

100 N City Parkway, Suite 1100

Las Vegas, Nevada 89106-4614

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>1</u>	Dated 2024. 06. 06
No. <u>2</u>	Dated 2024. 06. 06
No. <u>3</u>	Dated 2024. 06. 06

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

5. Bid Price.

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 73 13. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	Each	U\$1,698,000	2		ILJIN Electric	90
CONTRACT PRICE		U\$ 3,396,000						

*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: ILJIN Electric USA, Inc.
(Corporation Name)

By: 
(Signature of Authorized Person)

Joseph Youn / Managing Director
(Printed Name and Title)

Business Address:

15915 Katy Freeway Suite Unit 215,
Houston, TX 77094

Phone

No. 832 226 8792

Email: Joseph.Youn@iljin.co.kr

Fax No.

This Bid is Submitted On: 06. 06. 2024

SECTION 320
BID ADDENDUM

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

SECTION 340
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 400
CONTRACT NO. CRCGV-03
GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION

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

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	Two (2) 230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 73 13. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).

2. Definitions

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid

Clarification; section 350, Disclosure of Ownership/Principles; section 400, Contract No. CRCGV-03, Power Transformers; section 500, Performance Bond; and the Specifications contained in section 600 through section 1100. The term includes exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

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

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

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

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

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

3. CRCNV's Representative

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

3.2 The address of the CRCNV's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

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

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

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

- 8.1 Without invalidating this Contract, the CRCNV may, at any time or from time to time, issue a Change Order requiring additions to, deletions from, or revisions to the Equipment or quantities stated herein. Upon receipt of a Change Order, the Contractor shall proceed with the performance of the Contract Documents as altered by the Change Order. If Contractor's compliance with any Change Order would cause an increase in the Contract Price, the Contractor shall, within fifteen (15) days, notify the CRCNV and submit a signed, written claim therefore including information regarding the events and circumstances and supporting data giving rise to the Contractor's claim. The CRCNV shall approve or disapprove the Contractor's claim within twenty (20) days after receipt of the Contractor's claim and, if approved, issue a Change Order amending the Contract Price.
- 8.2 If the Contractor's compliance with any Change Order would interfere with the Contractor's ability to complete the performance of this Contract within the Performance Milestones, including final performance of this Contract, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the Performance Milestones. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a Change Order amending the Performance Milestones.
- 8.3 The CRCNV shall not compensate Contractor for additional work performed by the Contractor without authorization or Change Order. The Contractor

shall notify its surety of any changes in the general scope of the work to be performed under this Contract.

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

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

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

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

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

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

proper and safe facilities for the CRCNV's observation or conduct of Acceptance Testing.

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

11. Data, Reports, and Drawings

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

property. Rights to intellectual property developed, utilized, or modified in the performance of the services remain the property of the Contractor.

12. Liquidated Damages

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

Bid Item	Description	Liquidated Damages, Per Day
401	Two (2) 230-12.47/7.2 KV, 10 MVA Power Transformers to be used for step-down purposes. All transformers with the same ratios provided under this specification shall be of identical construction, including all ratings, components, wiring, physical size, etc. Service conditions as described in Specification No. 33 73 13. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	\$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 **Shae Pelkowski, Colorado River Commission of Nevada, 100 City Parkway, Suite 1100, Las Vegas, Nevada 89106**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

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

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

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

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

including its commissioners, officers and employees individually and collectively.

- 13.7 **Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor must be primary insurance with respect to any of the CRCNV's insurance whose insurance must stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.
- 13.8 **Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.
- 13.9 **CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.
- 13.10 **Deductibles.** With respect to any and all insurance required under this article, the deductible must not exceed \$2,500.00, without the prior written approval of the CRCNV.
- 13.11 **Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.
- 13.12 **Indemnification; Limited Liability.**

13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, loss, damage, cost, expense, award, fine or judgment (including attorneys' fees and costs) arising out of or resulting from the Contractor's conduct or performance of this Contract, including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship or materials, or design defects caused or resulting from the Contractor's acts or omissions, except to the extent those losses are solely caused by the CRCNV, its employees or agents under its direct control. In claims against any person or entity indemnified under this article by an employee of the Contractor, anyone directly or

indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this article is not limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor's workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. It is the Contractor's sole responsibility to ascertain that the insurance requirements of this Contract are fulfilled. In the event that they are not, the Contractor is not relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV nor is the CRCNV liable to the Contractor or any others in the event the Contractor's insurance, as accepted by the CRCNV, fails to meet the full requirements herein.

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

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

14. Risk Of Delay

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

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

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

15. Effect and Termination

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

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

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

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

the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

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

20. Waiver of Claims.

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

21. Notices.

21.1 Any notice, demand, or request required or authorized by this Contract to be served, given, or made shall be deemed properly served, given or made if

delivered in person or sent by electronic mail and certified mail, postage prepaid, to the persons specified below:

Colorado River Commission of Nevada
c/o Executive Director
100 N City Parkway, Suite 1100
Las Vegas, NV 89101-1065
Email: CRCAdmins@crc.nv.gov

ILJIN Electric USA Inc,
Joseph Youn, Managing Director
15915 Katy Freeway Suite Unit 215
Houston, TX 77094
Email: Joseph.Youn@iljin.co.kr

ILJIN Electric Co., Ltd.
Yongju Shin, Team Leader Hyosang Lim, Project Manager
7th Floor, ILJIN R&D InnoCenter, 15, MagokJungang14-ro,
Gangseo-gu, Seoul, Republic of Korea 07789
Email: yongju.shin@iljin.co.kr
Email: hyosang.lim@iljin.co.kr

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 _____, 2024. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

CONTRACTOR

By: _____

Its: _____

ATTEST

COLORADO RIVER COMMISSION OF NEVADA

By: _____
Puoy K. Premsrirut
Chairwoman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

CRCNV (Name and Address):

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

CONTRACT

Date: _____

Amount: _____

\$ _____

Description: Contract No. CRCGV-03,
Garnet Valley Water System - 2920 Substation
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): _____

Modifications to this Bond Form: _____

CONTRACTOR AS PRINCIPAL (Seal below)

Company: _____

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

SURETY (Seal below)

Company: _____

Signature: _____

Name and Title: _____

Attest: _____

Name and Title: _____

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

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

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

SECTION 600 SUMMARY OF THE WORK

1. Project Description.

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

2. Work Under This Contract.

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

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

3. Delivery.

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

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

Mr. Shae Pelkowski
Colorado River Commission of Nevada
Telephone: (702) 856-3611
Cell Phone: (702) 376-9997
Email: spelkowski@crc.nv.gov

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

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

4. Work by the CRCNV.

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCGV-03.

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCGV-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 dates to be proposed by Contractor based on current equipment lead time.

5.2 The anticipated Final Acceptance Date for all Equipment is 10/01/2025.

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700 SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

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

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedure Submittals.

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

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

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

SECTION 800 EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

SECTION 900 MANUFACTURER'S FIELD SERVICE

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

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

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

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

SECTION 1000
33 73 13
Power Transformers

SECTION 1100
Drawing List

<u>Drawing Number</u>	<u>Description</u>
3533s-18-E-E50	SWITCHING DIAGRAM
3533s-18-E-E51	GENERAL ARRANGEMENT
3533s-18-E-E52	ELEVATIONS SECTIONS A & B
3533s-18-E-E53	ELEVATION SECTIONS C, D, E & F
3533s-18-E-E54	RELAYING ONE LINE DIAGRAM
3533s-18-E-E161	PCB PLATFORM - SP1



ENTRY SUMMARY

1. Filer Code/Entry Number 9GK-0116025-2	2. Entry Type 01 ABI/A	3. Summary Date 04/10/26 GBI	4. Surety Number 846	5. Bond Type 8	6. Port Code 2704	7. Entry Date 03/31/26
8. Importing Carrier DELAWARE EXPRESS	9. Mode of Transport 11	10. Country of Origin KR			11. Import Date 03/31/26	
12. B/L or AWB Number MAEU 266653897, 267195122	13. Manufacturer ID KRILJELE501SEO		14. Exporting Country KR		15. Export Date 03/13/26	
16. I.T. Number	17. I.T. Date	18. Missing Docs	19. Foreign Port of Lading 58023		20. U.S. Port of Unlading 2704	
21. Country of Melt and Pour			22. Primary Country of Smelt			
23. Secondary Country of Smelt AU			24. Country of Cast AU			
25. Location of Goods/G.O. Number W185 Voyage: 611E	26. Consignee Number 45-082946800		27. Importer Number 45-082946800		28. Reference Number	
29. Ultimate Consignee Name (Last, First, M.I.) and Address ILJIN ELECTRIC USA INC Street: 15915 KATY FWY SUITE 215 Destination: CA City: HOUSTON			30. Importer of Record Name (Last, First, M.I.) and Address ILJIN ELECTRIC USA INC Street: 15915 KATY FWY SUITE 215 City: HOUSTON State: TX Zip: 77094-1708			
31. Line No.	32. Description of Merchandise		36. A. Entered Value B. CHGS C. Relationship	37. A. HTSUS Rate B. AD/CVD Rate C. IRC Rate D. Visa Number		38. Duty and IR Tax Dollars Cents
001	SECTION 122 - 10% DUTY 9903.03.01 ELE TRANS PT, OTH, TRAN OTH KR 8504.90.9646 10,986 KG 16.00 NO 8,780.00 KG 501 - Harbor Maintenance Fee		16 PKG \$260,087 C \$6,611 Y	10% FREE 0.1250%		\$26,008.70 \$0.00 \$325.11
Totals for Invoice IECI20260303002			Invoice Value 266,698.00 USD +/- MMV -6,611.00 USD		Exchange 1.00000 Entered Value 260,087.00 USD	
Other Fee Summary (for Block 39) 501 - HMF \$325.11			39. Total Entered Value \$ 260,087 Total Other Fees \$ 325.11		CBP USE ONLY A. LIQ Code B. Ascertained Duty C. Ascertained Tax D. Ascertained Other E. Ascertained Total	
40. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the ☐ Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR ☒ owner or purchaser or agent thereof. I further declare that the merchandise ☒ was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR ☐ was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.			REASON CODE		TOTALS 41. Duty \$26,008.70 42. Tax 43. Other \$325.11 44. Total \$26,333.81	
45. Declarant Name (Last, First, M.I.) Stacy Han / Atty-In-Fact			Title Signature 		Date 03/30/26	
46. Broker/Filer Information Name (Last, First, M.I.) and Phone Number S & H Customs Broker, Inc. 310-337-1222			47. Broker/Importer File Number 0116025 / IECI-20260303-002			

ENTRY/IMMEDIATE DELIVERY

S & H Customs Broker, Inc.
13810 Cerritos Corporate Drive, Suite B
Cerritos, CA 90703
310-337-1222 Fax: 562-474-8875

19 CFR 142.3, 142.16, 142.22, 142.24

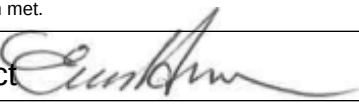
Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 033126		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER 9GK-0116025-2	
5. PORT 2704		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 0116025 / IECI-20260303-002			
		8. CONSIGNEE NUMBER 45-082946800				9. IMPORTER NUMBER 45-082946800	
10. ULTIMATE CONSIGNEE NAME ILJIN ELECTRIC USA INC 15915 KATY FWY SUITE 215 HOUSTON, TX 77094-1708				11. IMPORTER OF RECORD NAME ILJIN ELECTRIC USA INC 15915 KATY FWY SUITE 215 HOUSTON, TX 77094-1708			
12. CARRIER NAME MAEU		13. VOYAGE/FLIGHT/TRIP 611E		14. LOCATION OF GOODS-CODE(S)/NAME(S) W185 MAERSK SEALAND - APM TERMINALS			
15. VESSEL CODE/NAME DELAWARE EXPRESS							
16. U.S. PORT OF UNLADING 2704		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 260,087	
20. DESCRIPTION OF MERCHANDISE LARGE TRANSFORMER ACCESORRIES							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. MAEU 266653897	23. MANIFEST QUANTITY		24. H.S. NUMBER 9903.03.01	25. COUNTRY OF ORIGIN KR	26. MANUFACTURER NO. KRILJELE501SEO	
H	MAEU 267195122	16 PKG		8504.90.9646	KR	KRILJELE501SEO	

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

X Stacy Han / Atty-In-Fact 

PHONE NO.

310-337-1222

DATE

03/30/26

29. BROKER OR OTHER GOVT. AGENCY USE

Containers:

MNBU0544163

MNBU4138820

Req. Exam at: **W517 CALIFORNIA CARTAGE COMPANY, LLC (CE**

Transfer By:

Entry Bond [X]

Carrier Bond []

CHL Bond []

CFS Bond []

28. CBP USE ONLY

☐ OTHER AGENCY ACTION REQUIRED, NAMELY:

☐ CBP EXAMINATION REQUIRED

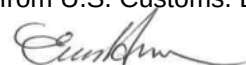
☐ ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:

SIGNATURE

DATE

Electronic Entry Release Notification.
I certify proper release for this cargo has been received
from U.S. Customs. Date: 03/31/26



Cargo Release Results

Entry Summary: 9GK-0116025-2
Importer: ILJIN ELECTRIC USA INC
Trailer No:
Broker Ref. No: 0116025
Cust. Ref. No: IECI-20260303-002
Port of Entry: 2704

Master: MAEU 266653897

House: MAEU 267195122 00000016PKG

[3/31/26 12:02] 94: BILL DEPARTED

[3/31/26 12:02] 98: RELEASED, Release Date Update: 03/31/26 - Selectivity Processing Date

Received: Tue, 03/31/26 12:02 PM EDT

*All Times are Eastern Standard Time



ENTRY SUMMARY

1. Filer Code/Entry Number 9GK-0220491-9	2. Entry Type 01 ABI/A	3. Summary Date 05/18/26 GBI	4. Surety Number 846	5. Bond Type 8	6. Port Code 2704	7. Entry Date 05/06/26
8. Importing Carrier ONE MANHATTAN	9. Mode of Transport 11	10. Country of Origin KR			11. Import Date 04/08/26	
12. B/L or AWB Number ONEY SELG26955900, SELG26955A01	13. Manufacturer ID KRILJELE501SEO		14. Exporting Country KR			15. Export Date 03/23/26
16. I.T. Number	17. I.T. Date	18. Missing Docs	19. Foreign Port of Lading 58023		20. U.S. Port of Unlading 2704	
21. Country of Melt and Pour			22. Primary Country of Smelt			
23. Secondary Country of Smelt			24. Country of Cast			
25. Location of Goods/G.O. Number Y309 Voyage: 044E	26. Consignee Number 45-082946800		27. Importer Number 45-082946800		28. Reference Number	
29. Ultimate Consignee Name (Last, First, M.I.) and Address ILJIN ELECTRIC USA INC Street: 15915 KATY FWY SUITE 215 Destination: FL City: HOUSTON			30. Importer of Record Name (Last, First, M.I.) and Address ILJIN ELECTRIC USA INC Street: 15915 KATY FWY SUITE 215 City: HOUSTON State: TX Zip: 77094-1708			
31. Line No.	32. Description of Merchandise		36. A. Entered Value B. CHGS C. Relationship	37. A. HTSUS Rate B. AD/CVD Rate C. IRC Rate D. Visa Number	38. Duty and IR Tax Dollars Cents	
001	S122 EXCL,IRN/STL/ALUM,DERIV 9903.03.06 DER ALU & STL,COL 1 < 15%NT16 9903.82.10 LQ DIELC TRAN,10000<X=<59,999K 8504.23.0041 78,200 KG 2.00 NO 78,200.00 KG 501 - Harbor Maintenance Fee		2 PKG \$2,326,145 C \$50,140 Y	FREE 15% FREE 0.1250%	\$0.00 \$348,921.76 \$0.00 \$2,907.68	
	Totals for Invoice IECI20260303001		Invoice Value 2,376,285.00 USD	+/- MMV -50,140.00 USD	Exchange 1.00000	Entered Value 2,326,145.00 USD
Other Fee Summary (for Block 39) 501 - HMF \$2,907.68		39. Total Entered Value \$ 2,326,145 Total Other Fees \$ 2,907.68		CBP USE ONLY		TOTALS
40. Declaration of Importer of Record (Owner or Purchaser) or Authorized Agent I declare that I am the ☐ Importer of record and that the actual owner, purchaser, or consignee for CBP purposes is as shown above, OR ☒ owner or purchaser or agent thereof. I further declare that the merchandise ☒ was obtained pursuant to a purchase or agreement to purchase and that the prices set forth in the invoices are true, OR ☐ was not obtained pursuant to a purchase or agreement to purchase and the statements in the invoices as to value or price are true to the best of my knowledge and belief. I also declare that the statements in the documents herein filed fully disclose to the best of my knowledge and belief the true prices, values, quantities, rebates, drawbacks, fees, commissions, and royalties and are true and correct, and that all goods or services provided to the seller of the merchandise either free or at reduced cost are fully disclosed. I will immediately furnish to the appropriate CBP officer any information showing a different statement of facts.		A. LIQ Code		B. Ascertained Duty	41. Duty \$348,921.76	
		REASON CODE		C. Ascertained Tax	42. Tax	
				D. Ascertained Other	43. Other \$2,907.68	
				E. Ascertained Total	44. Total \$351,829.44	
45. Declarant Name (Last, First, M.I.) Stacy Han / Atty-In-Fact		Title Signature 		Date 05/06/26		
46. Broker/Filer Information Name (Last, First, M.I.) and Phone Number S & H Customs Broker, Inc. 310-337-1222			47. Broker/Importer File Number 0220491 / IECI-20260303-001			

ENTRY/IMMEDIATE DELIVERY

S & H Customs Broker, Inc.
13810 Cerritos Corporate Drive, Suite B
Cerritos, CA 90703
310-337-1222 Fax: 562-474-8875

19 CFR 142.3, 142.16, 142.22, 142.24

Form Approved
OMB No. 1651-0024
Exp. 08-31-2018

1. ARRIVAL DATE 040826		2. ELECTED ENTRY DATE		3. ENTRY TYPE CODE/NAME 01		4. ENTRY NUMBER 9GK-0220491-9	
5. PORT 2704		6. SINGLE TRANS. BOND		7. BROKER/IMPORTER FILE NUMBER 0220491 / IECI-20260303-001			
		8. CONSIGNEE NUMBER 45-082946800				9. IMPORTER NUMBER 45-082946800	
10. ULTIMATE CONSIGNEE NAME ILJIN ELECTRIC USA INC 15915 KATY FWY SUITE 215 HOUSTON, TX 77094-1708				11. IMPORTER OF RECORD NAME ILJIN ELECTRIC USA INC 15915 KATY FWY SUITE 215 HOUSTON, TX 77094-1708			
12. CARRIER NAME ONEY		13. VOYAGE/FLIGHT/TRIP 044E		14. LOCATION OF GOODS-CODE(S)/NAME(S) Y309 I.T.S. {LB 234} (CY)			
15. VESSEL CODE/NAME ONE MANHATTAN							
16. U.S. PORT OF UNLADING 2704		17. MANIFEST NUMBER		18. G.O. NUMBER		19. TOTAL VALUE 2,326,145	
20. DESCRIPTION OF MERCHANDISE LARGE TRANSFORMER							
21. IT/BL/AWB CODE M	22. IT/BL/AWB NO. ONEY SELG26955900	23. MANIFEST QUANTITY		24. H.S. NUMBER 9903.03.06	25. COUNTRY OF ORIGIN KR	26. MANUFACTURER NO. KRILJELE501SEO	
H	ONEY SELG26955A01	2 PKG		9903.82.10	KR	KRILJELE501SEO	
				8504.23.0041	KR	KRILJELE501SEO	

27. CERTIFICATION

I hereby make application for entry/immediate delivery. I certify that the above information is accurate, the bond is sufficient, valid, and current, and that all requirements of 19 CFR Part 142 have been met.

SIGNATURE OF APPLICANT

X Stacy Han / Atty-In-Fact

PHONE NO.

310-337-1222

DATE

05/06/26

29. BROKER OR OTHER GOVT. AGENCY USE

Containers:

ONEU7458711

ONEU7470276

Req. Exam at: **W517 CALIFORNIA CARTAGE COMPANY, LLC (CE**

Transfer By:

Entry Bond [X]

Carrier Bond []

CHL Bond []

CFS Bond []

28. CBP USE ONLY

☐ OTHER AGENCY ACTION REQUIRED, NAMELY:

☐ CBP EXAMINATION REQUIRED

☐ ENTRY REJECTED, BECAUSE:

DELIVERY AUTHORIZED:

SIGNATURE

DATE

Electronic Entry Release Notification.
I certify proper release for this cargo has been received
from U.S. Customs. Date: 05/06/26

Cargo Release Results

Entry Summary: 9GK-0220491-9
Importer: ILJIN ELECTRIC USA INC
Trailer No:
Broker Ref. No: 0220491
Cust. Ref. No: IECI-20260303-001
Port of Entry: 2704

Master: ONEY SELG26955900
House: ONEY SELG26955A01 00000002PKG
[5/06/26 20:03] 95: BILL ARRIVED
[5/06/26 20:03] 98: RELEASED, Release Date Update: 05/06/26 - Selectivity Processing Date
[5/06/26 20:03] 01: ONE USG

Received: Wed, 05/06/26 8:03 PM EDT

*All Times are Eastern Standard Time

Master Bill	House Bill	1C
ONEY SELG26955900	ONEY SELG26955A01	1C Entered

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM E
FOR MEETING OF JULY 14, 2026**

SUBJECT: *For Possible Action:* Approval of Amendment No. 4 to Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 between the Colorado River Commission of Nevada and Summit Line Construction, Inc., to add funds for site fuel, security, equipment relocation, and additional labor for required work in the amount of \$84,291.67, and to include a contingency amount of approximately ten percent, for a total amount not to exceed \$92,721.

RELATED TO AGENDA ITEM: None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve Amendment No. 4 to Contract No. CRCBF-14.

FISCAL IMPACT: Up to \$92,721.

STAFF COMMENTS AND BACKGROUND:

A. Purpose of the Contract

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

B. Background of Bid/Procurement

The original Request for Proposals (RFP) for the Transmission Line and Switchyard Construction was issued on January 9, 2024, and included the requirement for pre-bid attendance for all potential bidders. Bids were due on March 19, 2024. Four bidders were in attendance. Bids were due on March 19, 2024, and three bids were received. The contract was awarded on May 14, 2024, to Summit Line Construction, Inc.

C. Need for Amendment No. 4

The original contract was for construction services related to a switchyard and 10-mile transmission line project being built solely to connect SNWA’s future solar project to the Mead Substation. Amendment No. 1 and Amendment No. 2 authorized additional work to accommodate the interconnection of Townsite 2, a solar and battery project being developed near the Boulder Flats line by another developer. Amendment No. 3 provided additional funding to complete a fire line to the switchyard, as required by the City of Boulder City, and extend the dust permit.

Amendment No. 4 is needed to cover the costs of security, fuel for the generator, equipment relocation, and additional work in the amount of \$84,291.67. A contingency of approximately ten percent is added given the volatility of fuel costs and to cover possible contingencies that may occur, for a total amount not to exceed \$92,721.00.

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM E
FOR MEETING OF JULY 14, 2026**

D. Staff's Recommendation

Staff recommends that the Commission approve Amendment No. 4 to Contract No. CRCBF-14 between the Commission and Summit Line Construction, Inc.

**AMENDMENT NO. 4 TO
BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS
CONTRACT NO. CRCBF-14**

This Amendment No. 4 to the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Amendment No. 4”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Summit Line Construction, Inc. (“Contractor”). Unless otherwise indicated, capitalized terms used herein have the meaning ascribed to them in the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction, as amended by Amendment No. 1 effective June 10, 2025, Amendment No. 2 effective December 9, 2025, and Amendment No. 3 effective February 10, 2026 (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

A. The CRCNV contracted with Contractor for the construction of the Boulder Flats Solar Interconnection Project (the “Boulder Flats Project”) for the Southern Nevada Water Authority (“SNWA”).

B. The Boulder Flats Project consists of a new 230kV Switchyard and ten-mile long 230kV transmission line, located in Boulder City, Nevada, and is currently under construction.

C. Additional funds are needed to perform the work described in Exhibit B, including site security and maintenance, relocating equipment, and installing concrete rail for sides of control house.

D. The CRCNV requests and Contractor agree to amend the Project Documents to change the construction requirements for the Boulder Flats Project as set forth in this Amendment No.4.

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

1. Contractor agrees to provide construction modifications for additional Work as detailed in the Change Order Summary described in Exhibit B (“Additional Work”) in accordance with the Project Documents.

2. The Contract Price shall be increased by \$84,291.67 for the Additional Work. The additional payment due shall be made in accordance with the payment procedures in the Project Documents.

3. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 4.

4. Except as otherwise provided herein, all provisions of the Project Documents are in full force and effect.

The Parties executed this Amendment No. 4 on the date set forth below.

Colorado River Commission of Nevada

By: _____

Name: _____

Title: _____

Date: _____

Summit Line Construction, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 3 TO
BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS
CONTRACT NO. CRCBF-14**

This Amendment No. 3 to the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Amendment No. 3”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Summit Line Construction, Inc. (“Contractor”). Unless otherwise indicated, capitalized terms used herein have the meaning ascribed to them in the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction, as amended by Amendment No. 1 effective June 10, 2025 and Amendment No. 2 effective December 9, 2025 (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

A. The CRCNV contracted with Contractor for the construction of the Boulder Flats Solar Interconnection Project (the “Boulder Flats Project”) for the Southern Nevada Water Authority (“SNWA”).

B. The Boulder Flats Project consists of a new 230kV Switchyard and ten-mile long 230kV transmission line, located in Boulder City, Nevada, and is currently under construction.

C. Additional funds are needed to complete a fire water line to the switchyard and extend the dust permit.

D. The CRCNV requests and Contractor agree to amend the Project Documents to change the construction requirements for the Boulder Flats Project as set forth in this Amendment No. 3.

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

1. Contractor agrees to provide construction modifications for additional Work as detailed in the Change Order Summary described in Exhibit B (“Additional Work”) in accordance with the Project Documents.

2. The Contract Price shall be increased by \$1,055,204.35 for the Additional Work. The additional payment due shall be made in accordance with the payment procedures in the Project Documents.

3. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 3.

4. Except as otherwise provided herein, all provisions of the Project Documents are in full force and effect.

The Parties executed this Amendment No. 3 on the date set forth below.

Colorado River Commission of Nevada

By: Eric Witkoski

Name: Eric Witkoski

Title: Executive Director

Date: 2/10/2026

Summit Line Construction, Inc.

By: Melissa Marriott

Name: Melissa Marriott

Title: Director of Operations - S.NV

Date: 1/20/2026

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

This Amendment No. 2 to the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Amendment No. 2”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Summit Line Construction, Inc. (“Contractor”). Unless otherwise indicated, capitalized terms used herein have the meaning ascribed to them in the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction, as amended by Amendment No. 1 effective June 10, 2025 (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

A. The CRCNV contracted with Contractor for the construction of the Boulder Flats Solar Interconnection Project (the “Boulder Flats Project”) for the Southern Nevada Water Authority (“SNWA”).

B. The Boulder Flats Project consists of a new 230kV Switchyard and ten-mile long 230kV transmission line, located in Boulder City, Nevada and is currently under construction.

C. In 2024, SNWA contracted with Townsite Solar 2 LLC (“TS2”) to complete certain interconnection improvements to the Boulder Flats Project to allow TS2’s new solar project to interconnect to SNWA’s River Mountains System (“TS2 Interconnection”).

D. To complete the changes to the Boulder Flats Project, the Transmission Line & Switchyard Construction contract must be amended as set forth in this Amendment No. 2.

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

F. The CRCNV requests and Contractor agrees to amend the Project Documents to change the construction requirements for the Boulder Flats Project as needed for the TS2 Interconnection and any other changes that may occur by separate change order.

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

1. Contractor agrees to provide construction modifications for additional Work as detailed in the Change Order Summary described in Exhibit B ("Additional Work") in accordance with the Project Documents.

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

3. The Final Completion date shall be December 31, 2026.

4. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 2.

5. Except as otherwise provided herein, all provisions of the Project Documents are in full force and effect.

The Parties executed this Amendment No. 2 on the date set forth below.

Colorado River Commission of Nevada

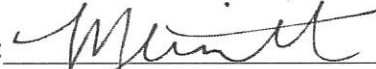
By: 

Name: Eric Witkoski

Title: Executive Director

Date: 12/9/2025

Summit Line Construction, Inc.

By: 

Name: Melissa Marriott

Title: Director of Operations - S.NV

Date: 11/26/2025

EXHIBIT A

AMENDMENT NO. 1

and

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and

VOLUME II - CONTRACT FORM & CONDITIONS PROVIDED FOR AMENDMENT No. 1

Please contact:

Colorado River Commission of Nevada for other volumes of Contract CRCBF-14 if needed at crcadmins@crc.nv.gov
or call 725-246-0436.

**AMENDMENT NO. 1 TO
BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS
CONTRACT NO. CRCBF-14**

This Amendment No. 1 to the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Amendment No. 1”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Summit Line Construction, Inc. (“Contractor”). Unless otherwise indicated, capitalized terms used herein have the meaning ascribed to them in the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

A. The CRCNV contracted with Contractor for the construction of the Boulder Flats Solar Interconnection Project (the “Boulder Flats Project”) for the Southern Nevada Water Authority (“SNWA”).

B. The Boulder Flats Project consists of a new 230kV Switchyard and ten-mile long 230kV transmission line, located in Boulder City, Nevada and is currently under construction.

C. In 2024, SNWA contracted with Townsite Solar 2 LLC (“TS2”) to complete certain interconnection improvements to the Boulder Flats Project to allow TS2’s new solar project to interconnect to SNWA’s River Mountains System (“TS2 Interconnection”).

D. The Transmission Line & Switchyard Construction contract must be revised to complete the changes to the Boulder Flats Project for the TS2 Interconnection.

E. The CRCNV requests and Contractor agrees to amend the Project Documents to change the construction requirements for the Boulder Flats Project as needed for the TS2 Interconnection and any other changes that may occur by separate change order.

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

1. Contractor agrees to provide construction modifications for additional Work as detailed in the Change Order Summary described in Exhibit B ("Additional Work") in accordance with the Project Documents.

2. The Contract Price shall be increased by \$744,017.51 for the Additional Work. The additional payment due shall be made in accordance with the payment procedures in the Project Documents.

3. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 1.

4. Except as otherwise provided herein, all provisions of the Project Documents are in full force and effect.

The Parties have executed this Amendment No. 1 on the date set forth below.

Colorado River Commission of Nevada

By: Eric Witkoski

Name: Eric Witkoski

Title: Executive Director

Date: 6/10/2025

Summit Line Construction, Inc.

By: Melissa Marriott

Name: Melissa Marriott

Title: Director of Operations - S.NV

Date: 5/12/2025



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-14
Transmission Line & Switchyard Construction**

**Volume I - Volume V
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PWP-CL-2006-241

Awarded:
May 14, 2024

Boulder Flats Solar Interconnection Project

Contract No. CRCBF-14 Transmission Line & Switchyard Construction Contract Documents

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Boulder Flats Solar Interconnection Project

Contract No. CRCBF-14 Transmission Line & Switchyard Construction Contract Documents

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Volume V – Drawings



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

Boulder Flats Solar Interconnection Project

**Contract No. CRCBF-14
Transmission Line & Switchyard Construction**

Volume II – Contract Forms and Conditions

PWP-CL-2006-241

Awarded:
May 14, 2024

SECTION 700
Contract NO. CRCBF-14
Transmission Line & Switchyard Construction

THIS CONTRACT is made and entered into by and between the Colorado River Commission of Nevada, hereinafter referred to as the “Owner,” and Summit Line Construction, Inc., hereinafter referred to as the “Contractor.” The Owner and the CONTRACTOR are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

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

1. The Contractor shall perform and complete in a good and workmanlike manner all of the Work as defined in the Contract Documents, shall furnish all equipment and materials and all the tools and labor necessary to properly perform and complete the Work such that it shall be ready for use in accordance with the Contract Documents and the attached bonds, which are hereby declared and accepted as essential parts of this Contract and to accept the Contract Price as defined in the Contract Document as full compensation therefore.
2. The Owner shall pay Contractor the Contract Price in full compensation for Contractor’s full performance in the manner and upon the conditions set forth in the Contract Documents.
3. The Contract Documents, which comprise the entire Contract between the Owner and the Contractor for the performance of the Work, consist of everything included in Volumes I, II, III, IV, V and VI, which by this reference are incorporated and made a part hereof. The Contractor hereby certifies that the Contractor has read and understands every provision contained in the Contract Documents. The Contractor shall be bound and shall comply with each and every term, condition and covenant set forth in the Contract Documents.
4. Each individual signing this Contract represents and warrants that the Party represented has duly authorized such individual to execute this Contract with the intent that the Party be bound and obligated hereby.

IN WITNESS WHEREOF, the Contractor and the Owner have executed five duplicate originals of this Contract this 5th day of June, 2024. The Owner will retain four counterparts and one counterpart will be delivered to the Contractor .

)

Summit Line Construction, Inc
By: Dylan Welsh Dylan Welsh
Its: President

ATTEST

[Signature]

COLORADO RIVER COMMISSION OF NEVADA

By: _____
Puoy K. Premsrirut
Chairman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

IN WITNESS WHEREOF, the Contractor and the Owner have executed five duplicate originals of this Contract this 5th day of June, 2024. The Owner will retain four counterparts and one counterpart will be delivered to the Contractor.

By: _____

Its: _____

ATTEST

COLORADO RIVER COMMISSION OF NEVADA

By: _____


Puoy K. Premssirut
Chairman

ATTEST



Eric Witkoski
Executive Director

Approved as to Form:



Michelle Briggs
Special Counsel for Attorney General

**SECTION 750
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

Summit Line Construction, Inc.
4415 Andrews Street
North Las Vegas, NV 89081

SURETY (Name and Principal Place of Business):

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

OWNER (Name and Address):

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

CONTRACT

Date: July 1, 2024
Amount: \$ 10,156,461.42 *
Description: Contract No. CRCBF-14
Boulder Flats Interconnection Project
Transmission Line &
Switchyard Construction
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): July 2, 2024
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL (Seal below)

Company: Summit Line Construction, Inc.
Signature: *Dylan Wehl*
Name and Title: Dylan Wehl
President
Attest: *Josh Karmoles*
Name and Title: Josh Karmoles
Estimating Manager

SURETY (Seal below)

Federal Insurance Company &
Company: Liberty Mutual Insurance Company
Signature: *[Signature]*
Name and Title: Sarah Murtha, Attorney-in-Fact
Attest: *[Signature]*
Name and Title: Rhonda Tischofer, Witness



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

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

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

INCREASE PENALTY RIDER

BOND AMOUNT \$10,156,461.42 BOND NO. K41909110/ 906228006

To be attached and form a part of Bond No. K41909110/ 906228006 dated the 1st Day of July, 2024, executed by Federal Insurance Company/ Liberty Mutual Insurance Company as surety, on behalf of Summit Line Construction, Inc. as current principal of record, and in favor of Colorado River Commission of Nevada, as Obligee for Contract No. CRCBF-14, Boulder Flats Interconnection Project Transmission Line & Switchyard Construction, and in the amount of Ten Million One Hundred Fifty Six Thousand Four Hundred Sixty One Dollars and 42/100 (\$10,156,461.42).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Federal Insurance Company/ Liberty Mutual Insurance Company hereby consents that effective from the 1st Day of July, 2024, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Ten Million One Hundred Fifty Six Thousand Four Hundred Sixty One Dollars and 42/100 (\$10,156,461.42)

TO: Ten Million Six Hundred Sixty Three Thousand Five Hundred Sixty Two Dollars and 15/100 (\$10,663,562.15)

The INCREASE of said bond penalty shall be effective as of the 1st Day of July, 2024, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 23rd Day of August, 2024

Summit Line Construction, Inc.
PRINCIPAL

BY



Federal Insurance Company/Liberty Mutual Insurance Company

SURETY

BY

Michelle Anne McMahon, ATTORNEY-IN-FACT





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

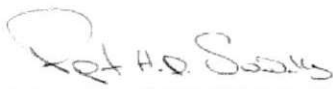
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Michelle Anne McMahon**

Surety Bond No. K41909110-906228006

Obligee: Colorado River Commission of Nevada

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of April, 2024.


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 1st day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

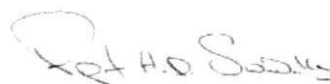
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 23, 2024




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTARIAL SEAL OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 503-3443 Fax (908) 903-3656 e-mail: surety@chubb.com



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Michelle Anne McMahon all of the city of Denver, state of CO, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Summit Line Construction, Inc.
Obligee Name: Colorado River Commission of Nevada
Surety Bond Number: K41909110-906228006

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 23rd day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of August, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**SECTION 800
PAYMENT BOND**

CONTRACTOR (Name and Address):

Summit Line Construction, Inc.
4415 Andrews Street
North Las Vegas, NV 89081

SURETY (Name and Principal Place of Business):

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116

OWNER (Name and Address):

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

CONTRACT

Date: July 1, 2024
Amount: \$ 10,156,461.42 *
Description: Contract No. CRCBF-14
Boulder Flats Interconnection Project
Transmission Line &
Switchyard Construction
Location: Clark County, Nevada

BOND

Date (Not earlier than Contract Date): July 2, 2024
Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL (Seal below)

Company: Summit Line Construction, Inc.

Signature: *Dylan Welsh*

Name and Title: Dylan Welsh
President

Attest: *Josh Knowles*

Name and Title: Josh Knowles
Estimating Manager

SURETY (Seal below)

Federal Insurance Company &
Company: Liberty Mutual Insurance Company

Signature: *[Signature]*

Name and Title: Sarah Murtha, Attorney-in-Fact

Attest: *[Signature]*

Name and Title: Rhonda Tischofer, Witness



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner solely **for the protection from claimants supplying labor or materials** to the Contractor or to any of its subcontractors, for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials, or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.2.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes in time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave notice required by Subparagraph 5.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the work is performed, any provision of this Bond conflicting with such statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions.
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Contract or Construction Contract: The Contract between the Owner and the Contractor identified on the signature page including all the Contract documents and changes thereto.
 - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor or to perform in complete or comply with the other terms thereof.

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Jonathan Gleason, Jennifer Godere, Richard Hackner, Rebecca M. Josephson, Michelle Anne McMahon, Nicholas Miller, Doritza Mojica, Sarah Murtha, Kathryn Pryor, Robyn Salley, Joshua Sanford, Gentry Stewart and Connor Wolpert of Hartford, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 17th day of August 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 17th day of August, 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 2nd, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Kyle Williams, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of August, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of July, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

SECTION 850
GUARANTY BOND

GUARANTEE of:

(Name and Address of Prime Contractor)

We hereby guarantee that all work performed under the Contract Documents entitled, Contract CRCBF-14, Transmission Line & Switchyard Construction, which we have constructed, has been done in accordance with the Contract Documents. We agree to repair or replace any or all of our Work, together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or material within a period of one year after the Substantial Completion of the Work without any expense whatsoever to the Colorado River Commission of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within ten (10) calendar days after being notified in writing by the Colorado River Commission of Nevada, we collectively or separately, do hereby authorize the Colorado River Commission of Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction Work is started, it shall be carried through to completion.

Date: _____
Date of Substantial Completion

Amount: _____
(5% Final Contract Price)

(Contractor)

By: _____
(Signature)

(continued next page)

Countersigned Resident Agent in Nevada:

(Agent)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

Address: _____

Address: _____

Phone No. _____

Phone No. _____

(SEAL AND NOTARIZE ACKNOWLEDGMENT OF SURETY)

SECTION 900
CERTIFICATES OF INSURANCE

Colorado River Commission of Nevada
Boulder Flats Solar Interconnection Project
Contract No. CRCBF-14

(Insert Certificates after this page)



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)
04/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B : --- SEE ATTACHMENT ---	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
1481876 SUMMIT LINE CONSTRUCTION, INC.
A QUANTA SERVICES COMPANY
441 Power Line Rd.
Heber City UT 84032

COVERAGES

CERTIFICATE NUMBER: 17547357

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	MWZY 313093 24	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	MWTB 313092 24.	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313094 24	05/01/2024	05/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property	N	Y	See Attached	05/01/2024	05/01/2025	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 15114112050 CRC: Maintenance Support

CERTIFICATE HOLDER

CANCELLATION

See Attachment

17547357 State of Nevada, Colorado River Commission of Nevada 555 E. Washington Avenue, Suite 3100 Las Vegas, NV 89101	T11 P1 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

Additional Insured in favor of The State of Nevada(on all policies except Workers' Compensation/EL) where and to the extent required by written contract. Waiver of Subrogation in favor of The State of Nevada on the Workers' Compensation/EL and Property policy where and to the extent required by written contract and only where permissible by law.The Insurance afforded to the Additional as described in this Certificate of Insurance for work performed by the Named Insured is Insured primary and non-contributory to any similar coverage maintained by the Additional Insured where and to the extent required by contract. 30 Day Notice of Cancellation is included on all policies. The General Liability policy is silent as respects XCU coverage. Contractual Liability is included on the General Liability policy subject to policy terms, conditions and exclusions.

Builder's Risk / Contractor's Equipment / Real & Personal Property**Policy Term: May 1, 2024 to May 1, 2025****Insurers:**

Security	Policy Number(s)	Line	A.M. Best Rating
Starr Surplus Lines Insurance Company	SLSTPTY12041824/ ITH11994124/ SLOCON113947001	30%	A
General Security Indemnity Company of Arizona	FA0071813-2024-1	10%	A+
Great Lakes Insurance SE, MR F&C London	ENCST2400116	15%	A+
Swiss Re International Se, UK	ENCST2400116	10%	A
Underwriting Syndicate at Lloyd's – AXS 1686 (AXIS)	ENCST2400116	10%	A
Zurich Commercial Insurance UK	ENCST2400116	8%	A+
Aviva Insurance Company	ENCST2400116	17%	A

SECTION I — BUILDER'S RISK**Limit of Liability**USD 150,000,000 any one **OCCURRENCE*** for any **INSURED PROJECT***; plusAs declared To and agreed by Insurers for an individual **INSURED PROJECT*** in respect of Delay in Completion, subject to a maximum of 30% of the amount of the estimated contract value for the relevant **INSURED PROJECT*** in the aggregate**Annual Aggregate Limits of Liability****EARTHQUAKE***

USD 25,000,000 Within the entire state of California

USD 50,000,000 Within all other **EARTHQUAKE ZONE 1*****FLOOD***USD 25,000,000 Within **FLOOD ZONE 1***

USD 50,000,000 Within U.S. Territories & Possessions, and the Commonwealth of Puerto Rico

NAMED WINDSTORM*USD 50,000,000 Within **WIND ZONE 1*****SECTION II — CONTRACTOR'S EQUIPMENT & PROPERTY FOR RIGGING****Limits of Liability**USD 50,000,000 any one **OCCURRENCE*** in respect of **CONTRACTOR'S EQUIPMENT***USD 5,000,000 any one **OCCURRENCE*** in respect of **PROPERTY FOR RIGGING*****Annual Aggregate Limits of Liability****EARTHQUAKE***

USD 10,000,000 Within the entire state of California

USD 25,000,000 Within all other **EARTHQUAKE ZONE 1*****FLOOD***USD 25,000,000 Within **FLOOD ZONE 1***

USD 50,000,000 Within U.S. Territories & Possessions, and the Commonwealth of Puerto Rico

NAMED WINDSTORM*USD 25,000,000 Within **WIND ZONE 1*****SECTION III — Real & Personal Property****Limit of Liability**USD 50,000,000 any one **OCCURRENCE*****Annual Aggregate Limits of Liability****EARTHQUAKE***

USD 10,000,000 Within the entire state of California

USD 25,000,000 Within all other **EARTHQUAKE ZONE 1*****FLOOD***USD 25,000,000 Within **FLOOD ZONE 1***

USD 50,000,000 Within U.S. Territories & Possessions, and the Commonwealth of Puerto Rico

NAMED WINDSTORM*USD 25,000,000 Within **WIND ZONE 1***

SECTION 1000 GENERAL CONDITIONS

1. Definitions

- 1.1 “Acceptance” or “Final Acceptance” - The formal action by the Owner accepting the Work, or any portion thereof, as complete and satisfactory, subject to Contractor’s warranties.
- 1.2 “Acceptance Testing” - Any testing required by the Owner prior to, and as a prerequisite of, Owner’s Acceptance.
- 1.3 “Addenda” - Written or graphic instruments issued by the Owner prior to the opening of Bids that clarify, correct or change the Contract Documents.
- 1.4 “Application for Payment” - The form acceptable to Owner’s Representative which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.5 “Asbestos” - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.6 “As indicated” - Refers to references in the Drawings.
- 1.7 “As specified” - Refers to references in the Contract Documents.
- 1.8 “Bid” - The formal offer or proposal of the Bidder submitted on the prescribed Bid Form and Bid Schedule together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.
- 1.9 “Bid Security” - A certified or cashier’s check or Bid Bond accompanying the Bid in the amount of 5% of the Total Bid Price payable to the Owner as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Contract, and provide the necessary bonds, insurance certificates, and other required documentation.
- 1.10 “Bidder” - The person, firm, or corporation submitting a Bid for the Work to be performed.
- 1.11 “Bonds” - Performance and Payment Bonds and other instruments of security.

- 1.12 “Change Order” - A document signed by Owner and Contractor authorizing an addition, deletion or revision in the Work and, if warranted, an adjustment in the Contract Price or the Contract Times issued on or after the Effective Date of the Contract.
- 1.13 “Construction Site, Project Site, Site” - The Boulder Flats Switchyard and the land upon which it is located which shall be utilized by the Contractor in the performance of the construction, storage and access.
- 1.14 “Contract Documents” - All of the documents contained in Volumes I, II, III and IV, V, VI and any addenda thereto, of the Colorado River Commission of Nevada, Boulder Flats Solar Interconnection Project, Contract No. CRCBF-14. The term includes the Contractor’s Bonds, any Notice of Award or Notice to Proceed issued by the Owner, Contractor’s Bid and any documentation submitted by the Contractor and accepted by the Owner prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents. Shop Drawings and the reports and drawings referred to in Volume II, Section 1000, subsection 4.2.1 are not Contract Documents.
- 1.15 “Contract Price” - The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents and subject to all adjustments made in accordance with the Contract Documents, including but not limited to any amendments hereto, and subject to the provisions of Volume II, Section 1000, subsection 10.9 in the case of Unit Price Work, and subject to the assessment of liquidated damages.
- 1.16 “Contract Times” - The number of days or the dates stated in the General Requirements, and subject to all adjustments made in accordance with the Contract Documents, to: (I) achieve Substantial Completion; (ii) to achieve final completion, and (iii) achieve any interim milestones.
- 1.17 “Contractor” - The person, firm or corporation with whom Owner has entered into the Contract.
- 1.18 “Day” - A calendar day of twenty-four hours measured from midnight to the next midnight.
- 1.19 “Defective” - An adjective which when modifying the word Work refers to Work that is faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirement of any required inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner’s Representative recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at

Substantial Completion or such damage arises from the fault or negligence of Owner or its other contractors).

- 1.20 “Drawings” - The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared by the Owner and are provided in Volume IV of the Contract Documents. Shop Drawings are not Drawings as so defined.
- 1.21 “Effective Date of the Contract” - The date the Contract is executed by the Owner.
- 1.22 “Equipment” - Products with operational or non-operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, and other like items), excluding machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- 1.23 “Executive Director” - The executive director of the Colorado River Commission of Nevada.
- 1.24 “Field Order” - A written order issued by Owner which orders minor changes in the Work in accordance with Volume II, Section 1000, subsection 9.1 but which does not involve a change in the Contract Price or the Contract Times.
- 1.25 “Furnish, Install or Provide” - To pay for, deliver to site, unload and uncrate, assemble, place in position, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
- 1.26 “Hazardous Waste” - The term "hazardous waste" shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903), as amended from time to time.
- 1.27 “Indemnitees and Insureds” - The Colorado River Commission of Nevada, the Southern Nevada Water Authority, their affiliated governmental agencies, their respective members, directors, officers and employees, the water users of the Southern Nevada Water Authority: Las Vegas Valley Water District, Boulder City, City of North Las Vegas, City of Henderson, and each of their directors, officers, employees, and subcontractors.
- 1.28 “Labor Commissioner” - The person appointed and functioning pursuant to NRS Chapter 607 who is charged with enforcing the labor laws of the State of Nevada.
- 1.29 “Laws and Regulations; Laws or Regulations” - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction over the Contract.

- 1.30 “Liens” - Liens, charges, security interests or encumbrances on Project funds, real property or personal property.
- 1.31 “Materials” - Products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form a part of the Work, excluding machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
- 1.32 “Milestone” - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.33 “Notice of Award” -The written notice by the Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions.
- 1.34 “Notice to Proceed” - The written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor’s obligations under the Contract Documents which is mutually executed by Owner and Contractor.
- 1.35 “Owner” – For purposes of the Contract Documents means the Colorado River Commission of Nevada. In this regard the Colorado River Commission is serving as an agent of the Southern Nevada Water Authority whom shall retain ownership of the facilities and equipment comprising the Boulder Flats Switchyard.
- 1.36 “Partial Utilization” - Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.37 “PCBs” - Polychlorinated biphenyls.
- 1.38 “Petroleum” - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous wastes and crude oils.
- 1.39 “Procurement Contractor” - The corporation, company, partnership, firm or individual who has entered into an agreement with the Owner to furnish equipment for this Project.
- 1.40 “Products” - Purchased items for incorporation into the Work, regardless of whether specifically purchased for the project or taken from Contractor’s stock of previously purchased products, excluding machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

- 1.41 “Project”- The Owner’s Boulder Flats Switchyard Upgrade Project.
- 1.42 “Radioactive Material” - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.43 “Reference Drawings” - Drawings not specifically prepared for this Contract, but which contain information pertinent to the Work.
- 1.44 “Samples” - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.45 “Shop Drawings”- All diagrams, detail design calculations, fabrication, installation, and erection drawings, lists, graphs, catalog sheets, data sheets, and similar items, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.46 “Specifications” - Those portions of the Contract Documents consisting of written technical descriptions of the Work, and materials, equipment, construction systems, standards, workmanship, and certain administrative details applicable thereto.
- 1.47 “Subcontractor” - An individual, firm or corporation having a direct contract with the Contractor or with another Subcontractor for the performance of a part of the Work at the Site.
- 1.48 “Submittals” - All Shop Drawings, product data, Samples, reports, and records which are prepared by the Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by the Contractor to the Owner as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.
- 1.49 “Substantial Completion” - The status of the Work (or a specified part thereof) when it has progressed to the point where, in the opinion of the Owner’s Representative as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by the Owner’s Representative written recommendation for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. To be considered substantially complete, all electrical power, controls, and instrumentation facilities must be operational and ready for the Owner’s continuous use as intended.

- 1.50 “Substitutions” - Changes in products, Materials, Equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions (i) substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in Volume III, section 1600 for substitutions, (ii) revisions to the Contract Documents requested by Owner, and (iii) specified options of Products and construction methods included in the Contract Documents.
- 1.51 “Successful Bidder” - The best bid as evaluated by the Owner pursuant to the Owner’s Procedure for Award of Construction Contracts for the Power Delivery Project as provided in Volume I, Section 300 of the Contract Documents and to whom the Owner makes an award on the basis thereof.
- 1.52 “Superintendent” - The Contractor’s representative at the Site with authority to act on behalf of the Contractor.
- 1.53 “Supplier” - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the Contractor or with a Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a Subcontractor.
- 1.54 “Underground Facilities” - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and encasements containing such facilities, which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquids, petroleum products, telephone or other communications, cable television, sewage, drainage removal, control systems, or water.
- 1.55 “Unit Price Work” - Work to be paid for on the basis of unit prices.
- 1.56 “Work” - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.57 “Work Day” - Any day the Contractor is performing Work under the Contract.
- 1.58 “Written Amendment” - A written amendment of the Contract Documents, signed by the Owner and the Contractor on or after the Effective Date of the Contract.

2. Preliminary Matters, Contract Times.

- 2.1 **Copies of Documents.** The Owner shall furnish to the Contractor copies of the Contract Documents as stated in Volume II, Section 700.
- 2.2 **Commencement of Contract Times, Notice to Proceed.** After receipt of all executable agreements, bonds, and certificates of insurance required hereunder, the Owner will issue a Notice to Proceed. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Contract.
- 2.3 **Commencement of Work.** The Contractor shall begin to perform the Work on the day indicated in the Notice to Proceed, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.
- 2.4 **Completion of Work.** The Contractor shall complete all required Work within the times specified in Volume II, Section 1000, subsection 13.9.
- 2.5 **Contractor's Preconstruction Responsibilities.** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Owner any conflict, error, ambiguity or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Owner before proceeding with any Work affected thereby.
- 2.6 **Certificates of Insurance.** Before any Work at the Site is started, the Contractor shall deliver to the Owner, with copies to each additional insured identified in Volume II, Section 1000, subsection 5, certificates of insurance (and other evidence of insurance which the Owner may reasonably request) which the Contractor is required to purchase and maintain in accordance with the Contract Documents.
- 2.7 **Preconstruction Conference.** Within ten (10) days after the Effective Date of the Contract, but prior to the commencement of Work at the Site, a preconstruction conference shall be held. The purpose of the preconstruction conference shall be to designate responsible personnel, discuss contract requirements and procedures, and establish a working relationship. Matters requiring coordination shall be discussed and procedures for handling such matters established. The conference attendees, location and agenda are set forth in Volume III, Section 1200. The Contractor shall bring to the conference:
 - 2.7.1 An estimated construction progress schedule indicating the starting and completion dates of the various stages of the Work.

- 2.7.2 A preliminary procurement schedule.
- 2.7.3 A preliminary schedule of Submittal submissions.
- 2.7.4 A list of all permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date of submittal for the permit, and the date by which the permit must be received.

3. **Contract Documents.**

- 3.1 **Integration.** The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents shall be construed in accordance with the laws of the State of Nevada.
 - 3.1.1 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. All Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage, as being required to produce the intended result, will be furnished and performed by the Contractor at the Contractor's sole expense whether or not specifically called for.
 - 3.1.2 When words or phrases which have a well-known technical, construction industry, or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.
 - 3.1.3 Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the generally accepted standard specification or manual, or the applicable code or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner, or the Contractor, or any of their consultants, agents, or employees from those set forth in the Contract Documents.
 - 3.1.4 In case of any conflict between manufacturers' data and the Contract Documents, the Contract Documents will take precedence unless the manufacturer's data conforms to data submitted with the Bid with a statement that the Bid is conditioned upon furnishing the Equipment and Materials defined in the manufacturers' data submitted therewith.

- 3.1.5 Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.
- 3.1.6 The Specifications are separated into Sections for convenience in defining the Work. Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of the Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 3.1.7 If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Owner's Representative in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification; however, the Contractor shall not be liable to the Owner for failure to report any conflict, error, or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- 3.2 **Amending Contract Documents.** The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof only by formal Written Amendment or Change Order.
- 3.3 **Supplementing Contract Documents.** The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, only by Field Order or the Owner's written interpretation or clarification.
- 3.4 **Ownership of Contract Documents, Drawings and Specifications.** The Contractor and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by the Owner, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the Owner.

4. **Availability Of Lands, Subsurface And Physical Conditions, Reference Points.**

- 4.1 **Availability of Lands.** The lands and rights-of-way that are available for the Contractor's use to prosecute the Work is the area within the Boulder Flats Switchyard fence as identified in the Drawings. Areas outside of the perimeter of the Boulder Flats Switchyard as shown on the Drawings may only be used by the

Contractor if first approved by the Owner's Representative. The Contractor shall make his own arrangements and pay all expenses for additional Work area required by him outside the limits of land and right-of-way provided by the Owner. The Contractor shall confine his operations to the construction limits identified. Any Work performed in public rights-of-way, in addition to conforming to the Contract Documents, shall be done in accordance with the requirements of the permit issued by the public agency in whose right-of-way the Work is located.

4.2 Subsurface and Physical Conditions.

4.2.1 Reports and Drawings. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site and those drawings of physical conditions in or relating to existing surface or subsurface conditions at or contiguous to the Site have been utilized by the Owner solely for design purposes in preparing the Contract Documents and may not be relied upon by the Contractor in its performance of the Contract. The information contained in those documents may not be indicative of actual subsurface conditions that may be encountered and the Owner does not warrant and hereby disclaims responsibility for the accuracy of that information. The Contractor must conduct, and has conducted, its own pre-bid visual inspection in order to thoroughly familiarize itself with conditions at the Site. The determination of the actual character of subsurface material is the Contractor's sole responsibility. Anything to the contrary notwithstanding, should concealed or unknown physical conditions be encountered in the performance of the Work, below the surface of the ground or in an existing structure, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, the Contract Price and time for performance shall be equitably adjusted by Change Order. Additionally, Contractor shall have no liability for an Underground Facility or utilities not shown or indicated on the Drawings and/or for which Contractor has complied with applicable state and local utility damage prevention laws and regulations.

4.2.2 Limited Reliance by Contractor on Technical Data. The reports, tests and drawings referred to in Volume II, Section 1000, subsection 4.2.1, if any, were generated to aid the Owner in assessing the suitability of facility locations, to compare the relative advantages of alternative design approaches, to develop structural requirements, and for other related design purposes. Such documents contain two types of information: Type A) factual technical data derived from direct observation, examination or testing of physical samples or specimens with descriptions or measurements of such samples and specimens derived from direct examination or testing by persons acting on behalf of the Owner; and Type B) interpretations, interpolations, extrapolations, conclusions, or opinions made or derived

from available evidence, including Type A data. The Owner accepts responsibility only for the accuracy of Type A data but hereby warns the Contractor that such data does not purport to represent and may not be indicative of all subsurface conditions that may be encountered by the Contractor. The Owner does not warrant and hereby disclaims all responsibility for Type B data and all other information other than the accuracy of Type A data, and all such information is to be used by the Contractor at the Contractor's sole risk. The obligation is upon the Contractor, before making its Bid, to make its own visual investigation as to all subsurface conditions and make its own interpretation of the character and condition of the materials which will be encountered. To this end the Contractor may excavate test holes as it deems necessary. Except as otherwise provided herein, ~~T~~he Contractor may not rely upon or make any claim against Owner, or any of their consultants with respect to:

- 4.2.2.1 the completeness of geotechnical information;
- 4.2.2.2 the completeness of such reports and drawings for the Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto;
- 4.2.2.3 any interpretations, interpolations, extrapolations, conclusions, or opinions made or derived from any evidence by any person; and
- 4.2.2.4 any Type B information.

4.3 **Physical Conditions - Underground Facilities.**

- 4.3.1 **Shown or Indicated.** The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to the Owner by the owners of the underground facilities or by others.
 - 4.3.1.1 The Owner shall not be responsible for the accuracy or completeness of any Underground Facilities Information;
 - 4.3.1.2 The cost of all of the following will be included in the Contract Price and the Contractor shall have full responsibility for (i) reviewing and checking all Underground Facilities Information, (ii) locating all underground facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of underground facilities during construction, and (iv) the safety and protection of all underground facilities and repairing any damage thereto resulting from the Work.

4.3.2 **Not Shown or Indicated.** If an underground facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Volume II, Section 1000, subsection 6.23), identify the owner of the underground facility and give written notice to the Owner. The Owner's Representative shall promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the underground facility. If the Owner concludes that a change in the Work is required, a Change Order shall be issued. The Contractor shall be responsible for the safety and protection of the underground facility. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that any delay or increase in cost to the Contractor is attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and that the Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the Owner and the Contractor are unable to agree on entitlement to or the amount or length of any adjustment in Contract Price or Contract Times, the Contractor may make a claim therefore. However, the Owner shall not be liable to the Contractor for any claims, costs, losses or damages incurred or sustained by the Contractor on or in connection with any other project or anticipated project.

4.3.2.1 Generally, service connections are not indicated on the Drawings. Prior to commencing any Work at the Project Site, the Contractor shall be responsible for locating existing underground installations at or contiguous to the Project Site, in advance of excavating or trenching, by contacting all local utilities or Underground Service Alert (USA), and by prospecting.

4.3.2.2 All information relative to underground facilities shall be recorded and incorporated into the record documents required by Volume II, Section 1000, subsection 6.19.

4.3.2.3 The Contractor shall be responsible for any unauthorized interruption in the operation of underground facilities as a result of the Contractor's negligent operations. Unless the owner of the damaged facility elects to perform the repair and restoration work, the Contractor shall repair and fully restore any damaged underground facility to a condition at least equal to that which existed prior to the time of damage. All repair and restoration

work shall be performed to the satisfaction of the facility's owner and the Owner's Representative.

4.3.2.4 The Contractor shall arrange for any inspection of repaired or reconditioned utility facilities required by authorities having jurisdiction. All inspection fees shall be paid by the Contractor to the extent the damage is caused by Contractor's fault or negligence. If the facility's owner elects to perform the repair and restoration work, the Contractor shall render all assistance required. The Contractor shall be responsible for all just and reasonable expenses incurred by the facility's owner for such work to the extent the damage is caused by Contractor's fault or negligence.

4.4 **Reference Points.** The Contractor shall provide engineering surveys to establish reference points for construction which in the Owner's Representative's judgment are satisfactory to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior approval of the Owner's Representative. The Contractor shall endeavor to protect all reference points and shall report to the Owner's Representative whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for all costs associated with the accurate replacement or relocation of such reference points by professionally qualified personnel to the extent caused by Contractor's fault or negligence.

4.5 **Hazardous Material and Waste.** The Contractor shall perform and complete all requirements included in the Contract Documents, regardless if shown or not, for compliance with all Environmental Protection Agency, Department of Transportation, Occupational Safety and Health Administration, Federal Energy Regulatory Commission and any other Federal, State, or local statutes, laws and regulations governing the handling, use, storage, conveyance, spill, release, clean-up or disposal of hazardous materials, petroleum products, solid or hazardous wastes. Where no specific regulations exist, all chemical, hazardous, and petroleum product piping and storage in underground locations shall be installed with double containment piping and tanks, or in separate concrete trenches and vaults, or with an approved lining which cannot be penetrated by the chemicals, unless waived in writing by the Owner.

4.5.1 the Owner shall not be responsible for any asbestos, PCBs, petroleum, hazardous waste or radioactive material brought to the Site by the Contractor, Subcontractor, Suppliers or anyone else for whom the Contractor is responsible.

- 4.5.2 If the Contractor encounters any asbestos, PCB's, petroleum, hazardous waste or radioactive materials, the Contractor shall immediately: (i) stop all Work in connection with the hazardous condition and in any area affected thereby (except in an emergency as required by Volume II, Section 1000, subsection 6.23), and (ii) notify the Owner (and thereafter confirm such notice in writing). The Contractor shall not be required to resume Work in connection with a hazardous condition or in any area affected by a hazardous condition until after the Owner has obtained any required permits related thereto and delivered to the Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which Work may be resumed safely. If the Owner and the Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of a Work stoppage or special conditions under which Work is agreed by the Contractor to be resumed, either party may make a claim therefore.
- 4.5.3 If after receipt of special written notice referred to in Volume II, Section 1000, subsection 4.5.2, the Contractor does not agree to resume Work based on a reasonable belief that it is unsafe to do so, or does not agree to resume Work under such special conditions, then the Owner may order such portion of the Work that is in connection with the hazardous condition or in the affected area to be deleted from the Work. If the Owner and the Contractor cannot agree as to the entitlement to, amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting a portion of the Work, then either party may make a claim therefore. The Owner may perform the deleted Work.
- 4.5.4 Anything to the contrary notwithstanding, Contractor shall have no liability for any hazardous material not introduced to the Work location by it, and Owner shall indemnify, defend and hold harmless Contractor for any claims or liabilities arising from preexisting or latent hazardous material, except to the extent Contractor negligently or willfully exacerbates same and fails to take action to mitigate any resultant damage.
- 4.6 **Preservation of Cultural Resources.** The Contractor shall conform to the applicable requirements of the National Historic Preservation Act of 1966 and NRS 383.121 as they relate to the preservation of cultural resources. In the event potential cultural resources are discovered during subsurface excavations at the Site of construction, the following procedures shall be instituted:
- 4.6.1 The Owner's Representative shall issue a Field Order directing the Contractor to cease all construction operations at the location of such potential cultural resources. The area shall be marked by the Contractor in

an appropriate manner to ensure that all construction equipment, activities, and personnel remain clear of the area until further notice.

4.6.2 The Owner may retain a qualified archaeologist to evaluate the discovery, and in consultation with the State Historic Preservation Office, shall determine if any additional mitigation is required. The Owner shall implement any required study or removal. The Owner's Representative shall notify the Contractor when the mitigation is complete and construction in the affected area may resume.

4.7 **Burial Sites.** The Contractor shall comply with provisions of NRS 383.170 regarding procedures to be followed in the event a burial site is discovered during construction and shall be subject to the penalties provided for in NRS 383.180 regarding such sites. In the event a burial site is discovered, the Contractor shall notify the Owner's Representative immediately.

5. Insurance, Bonds and Indemnification.

5.1 **General.** The Contractor shall not commence any Work under this Contract until it obtains, at its own expense, all insurance and surety bonds as required in this section. The types of surety bonds and insurance to be obtained are Bid, Performance, Payment and Guaranty Bonds, and Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, and Property Insurance, as outlined in the following portions of this subsection. The Workers' Compensation, Employers' Liability and Automobile Liability shall be maintained in force for the full period of this Contract or until the Owner has finally accepted the Work, whichever occurs later. The Commercial General Liability policy shall be maintained in force for the full period of the Contract and for three years following final acceptance of the Work performance under this Contract by the Owner.

5.2 **Generally Accepted Professional Practices.** The Services provided and/or procured, and/or Work performed by the Contractor shall be in accordance with generally accepted applicable professional practices and principles, except where a higher standard is called for by this Contract. Except as otherwise set forth in this Contract, these insurance, bond and indemnification provisions are in addition to and cumulative to any other right of indemnification or contribution, which the Owner may have in law, in equity, or otherwise and shall survive the completion of the Project.

5.3 **Indemnification.** The Contractor indemnifies and saves harmless and defends Indemnitees against any and all third party claims, liability, loss, damage, cost, expense, award, fine or judgment (including reasonable attorneys' fees and costs) to the extent caused by Contractor's negligence in its conduct or performance of the Work including (without limitation) such claims, liability, loss, damage, cost, expense, award, fine or judgments which are attributable to or arising by reason of

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

- 5.4 **Performance, Payment and Guaranty Bonds.** The Contractor shall furnish with the executed Contract, a Performance and Payment Bond, each in an amount at least equal to the Contract Price, as security for faithful performance and payment of all the Contractor's obligations under the Contract Documents, pursuant to NRS 339. The Contractor shall also furnish a Guaranty Bond in the amount of 5 percent (5%) of the final Contract Price at Contract close-out which shall remain in effect for one year after Substantial Completion of the Work. The Contractor shall use the Performance and Payment Bond forms contained in the Contract Documents. All bonds shall be executed by sureties included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Audit Staff Bureau of Government Financial Operations, U.S. Treasury Department". All Bonds signed by an agent must be accompanied by a certified copy of agent's authority to act. Only surety companies authorized to do business in, and having an agent for service of process in the State of Nevada will be acceptable. If the Surety on any Bonds furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of the preceding paragraph, the Contractor shall within ten (10) days thereafter substitute another Bond and Surety, both of which must be acceptable to the Owner.

- 5.5 **Intentionally Omitted.**

- 5.6 **Property Insurance.**

5.6.1 **Builders Risk Insurance.**

- 5.6.1.1 The Contractor shall purchase and maintain proper insurance upon the Work at the site, and the value of the Owner-furnished equipment and materials received and installed by the

Contractor, to the full insurable value thereof (subject to such deductible amounts as follows or required by Laws and Regulations). This insurance shall be on the completed value form, shall include the interests of the Owner, the Contractor, Subcontractors, and the Owner's consultants in the Work, all of whom shall be listed as insureds or additional insured parties, (shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as flood) and shall include damages , losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. Deductible Amount: \$5,000.

5.6.1.2 All policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by the Contractor in accordance with Volume II, Section 1000, subsection 5.6 will contain a provision or endorsement that the coverage afforded will not be canceled or coverage reduced or renewal refused until at least thirty days' prior written notice has been given to the Contractor by certified mail and will contain waiver provisions in accordance with Volume II, Section 1000, Paragraph 5.6.3 below.

5.6.1.3 Intentionally Omitted.

5.6.1.4 Total value of the Owner-furnished equipment receive and installed by this contract:

\$800,000.00

5.6.1.5 All Builder's Risk Claims will be reported immediately to the Owner at (702) 856-3611 or fax (702) 856-3617.

5.6.2 Transit Insurance.

5.6.2.1 Transit Insurance shall be furnished by the Contractor to insure and protect the Contractor and the Owner from all risks of physical loss or damage to equipment and materials, not

otherwise covered under other policies, during transit from point of origin to the site of installation or erection.

5.6.2.2 This insurance shall be written on an All Risk basis with additional coverages applicable to the circumstances which may occur in the particular Work included in this Contract.

5.6.2.3 This insurance shall be in an amount equal to 100 percent of the manufactured or fabricated value of the items exposed to risk in transit at any one time.

5.6.3 **No Right of Recovery.** The Owner and the Contractor intend that any policies provided in response to Volume II, Section 1000, subsection 5.6 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds.

5.6.4 **Receipt and Application of Proceeds.**

5.6.4.1 Any insured loss under the policies of insurance required by Volume II, Section 1000, subsection 5.6 will be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Volume II, Section 1000, subsection 5.6.4.2. The Owner shall deposit in a separate account any money below so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.6.4.2 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing in fifteen (15) days after the occurrence of loss to the Owner's exercise of this power. If such objection be made, the Owner as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by a party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for proper performance of such duties.

- 5.6.5 **Acceptance of Insurance.** If the Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with Volume II, Section 1000, subsection 5.6 on the basis of its not complying with the Contract Documents, the Owner shall notify the Contractor in writing thereof within ten days of the date of delivery of such certificates to the Owner.
- 5.6.6 **Partial Utilization – Property Insurance.** If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with Volume II, Section 1000, subsection 13.4, provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy; provided Contractor shall not be responsible for any damage or loss arising from Owner's fault or negligence.
- 5.7 **Industrial Insurance.** The Contractor shall procure, and maintain such insurance and see that its subcontractors (if any) purchase and maintain such insurance as required under Nevada Industrial Insurance Act, Nevada Revised Statutes, Chapters 616 and 617 for all of its employees working on the Project as described in this Contract.
- 5.8 **Employee Protection in Lieu of Industrial Insurance.** In the event any class of employees engaged in any work on the Project relative to this Contract is not protected under the Nevada Industrial Insurance Act, then the Contractor shall provide to the Owner adequate insurance coverage in a form and by an insurance carrier satisfactory to the Owner for the protection of such employees.
- 5.9 **Employer's Liability Insurance.** The Contractor shall procure and obtain Employers' Liability Insurance with limits as set forth in Volume II, Section 1000, subsection 5.12.
- 5.10 **Automobile Liability Insurance.** The Contractor shall procure and maintain automobile liability insurance limits as set forth in Volume II, Section 1000, subsection 5.12, written on a combined single limit basis for bodily injury and property damage including all owned, leased, hired or non-owned motorized vehicles and apparatus and shall specifically indicate "any auto" on the Certificate.
- 5.11 **Commercial General Liability Insurance.** The Contractor shall procure and maintain commercial general liability insurance coverage. The coverage under

this policy shall include, but not be limited to, commercial general liability, completed operations liability, protective liability, blanket contractual liability, products liability and broad form property damage. The Commercial General Liability Insurance policy shall be written for limits as set forth in Volume II, Section 1000, subsection 5.12. The amount of coverage, as a combined single limit, shall apply to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons which may occur directly or indirectly out of or arise out of or in connection with the activities under this Contract and for the defense of claims arising there from.

5.12 The amount of insurance required to be carried by the Contractor and each Subcontractor is as follows:

Value of Contract	Coverage	Limits of Liability
\$25,000 to \$1,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$1,000,000 per occurrence \$2,000,000 aggregate \$1,000,000 per occurrence Statutory \$100,000 each person
\$1,000,000 to \$5,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$2,000,000 per occurrence \$4,000,000 aggregate \$2,000,000 per occurrence Statutory \$100,000 each person
\$5,000,000 to \$10,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$3,000,000 per occurrence \$5,000,000 aggregate \$3,000,000 per occurrence Statutory \$100,000 each person
\$10,000,000 to \$20,000,000	General Liability Automobile Liability Workers' Compensation Employers Liability	\$5,000,000 per occurrence \$10,000,000 aggregate \$5,000,000 per occurrence Statutory \$100,000 each person
\$20,000,000 and Over	General Liability Automobile Liability Workers' Compensation Employers Liability	\$10,000,000 per occurrence \$10,000,000 aggregate \$5,000,000 per occurrence Statutory \$100,000 each person

- 5.13 Additional Insured. By endorsement (I.S.O. Form "CG2010" or its equivalent), the Owner, the Southern Nevada Water Authority, their member agencies and their officers and employees, and owner(s) of the property where the Work will be performed shall be included as an additional insured under the Automobile Liability and Commercial General Liability insurance policies as to bodily injury, sickness, disease or death, personal injury, damage to or destruction of the property of persons pursuant and subject to ISO Endorsement Form CG 20 10 12 19 and/or CG 20 37 12 19 or equivalent forms for policies other than Commercial General Liability; and only to the extent of Contractor's negligence in and during the performance of Work, to no greater extent than is necessary to provide insurance coverage for the covered indemnity obligations expressly assumed by Contractor under this Contract. To the extent of the indemnification obligations expressly assumed by Contractor hereunder, the Contractor's insurance shall be primary with respect to the additional insureds; and insurance coverage maintained by the Owner shall be in excess of the Contractor's insurance and be non-contributing,
- 5.14 Endorsements. The additional insured, as included by the endorsements, shall read as follows: "The Colorado River Commission of Nevada, the Southern Nevada Water Authority and its members and affiliated governmental entities, the Las Vegas Valley Water District, and their successors or assigns, including their directors, officers and employees, individually and collectively; and the owner(s) of property where the Work will be performed."
- 5.15 Waiver of Subrogation. By endorsement (I.S.O. Form #CG 24 04 12 19 or its equivalent), the Contractor's insurance carriers (except from Nevada Workers' Compensation) shall waive their rights of recovery against the Colorado River Commission, the Southern Nevada Water Authority and its members and affiliated governmental entities and other additional insured as defined in Volume II, Section 1000, subsection 5.14, and their successors or assigns including their directors, officers and employees individually and collectively to the extent permitted by law, and except to the extent any loss, claim, damage, etc. is caused by the negligence, recklessness or willful misconduct of any party indemnified hereunder by Contractor.
- 5.16 Primary Insurance. In the event of any claim by a third party for loss, the insurance policies of the Contractor shall be primary insurance to the extent of the indemnity obligations expressly assumed by Contractor hereunder. To such extent, any of the Owner's insurance shall stand in an unbroken chain of coverage in excess of the Contractor's scheduled underlying primary coverage.
- 5.17 Evidence of Insurance Required. At the time of executing this Contract and before commencement of the Work, the Contractor and Subcontractors shall have delivered to the Owner Certificates of Insurance that attest to the fact that the Contractor and Subcontractors have obtained the insurance as required in the insurance section of this Contract.

- 5.18 Owner's Satisfaction with Form and Content. The Certificate of Insurance and related endorsements must be satisfactory to the Owner as to form and content and must comply with all insurance requirements as set forth herein or the certificate and endorsement may be rejected; and thereby, at the option of the Owner, rendering this Contract cancelable.
- 5.19 Endorsements. All endorsements are to be dated, reflect the name of the insurance company, the type of insurance and policy number, be executed by a duly authorized representative of the insurance company and be attached to the certificate.
- 5.20 Contractor's Name. The full legal operating names of the Contractor and insurance carrier shall be properly shown where applicable.
- 5.21 Separate or Cumulative Coverage. By endorsement (I.S.O Form #CG 25 01 12 19 or its equivalent), the limits of Commercial General Liability Insurance as required in this Contract shall apply separately to this Project and shall not be reduced by other claims unless the insurance carrier has provided an endorsement agreeing, during the term of the Contract, to immediately notify the Owner each time the Commercial General Liability limits have been impaired by more than ten percent (10%), either cumulatively or severally, of the limits indicated on the certificate.
- 5.22 Owner's Right to Obtain Insurance. If the Contractor fails to procure and/or maintain insurance set forth herein, in addition to other rights or remedies, the Owner shall have the right, if the Owner so chooses, to procure and/or maintain the said insurance for and in the name of the Contractor with the Owner as co-insured and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and/or maintain such insurance. In the event the Contractor fails to pay cost, the Owner hereby has the right to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.
- 5.23 Nevada-Based Insurance Providers. The insurance and bonds specified in this section of the Contract will be written with property and casualty insurance companies admitted to do business in Nevada and rated A- or better and Class VIII or higher of financial size category in the current issue of Best's Key Rating Guide.
- 5.24 Nevada Agent. The evidence of insurance coverage and all endorsements, if written by an agent outside the State of Nevada, shall be countersigned by a Nevada Resident Agent.

- 5.25 Cost of Claims. The cost of any claims under any policy(ies) with deductibles and/or self-insured retentions (except the Builders' Risk Insurance) shall be the sole responsibility of the Contractor.
- 5.26 Deductibles. With respect to any and all insurance required under this subsection of the Contract shall be borne by Contractor.
- 5.27 Intentionally Omitted.
- 5.28 Notice of Cancellation. The Certificate of Insurance will provide for 30 day written notice of cancellation, or nonrenewal or any reduction in the coverage for all insurance policies required in this contract other than Nevada State Workers' Compensation insurance.
- 5.29 Renewal Certificates. Renewal certificates and related endorsements will be provided to the Owner not later than fifteen (15) calendar days prior to the expiration date of the then current coverage.

6. Contractor's Responsibilities.

- 6.1 **Supervision and Superintendence.** The Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in a safe manner and in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence or error of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.
- 6.2 **Contractor's Superintendent.** The Contractor shall keep on the Work at all times during its progress a competent resident Superintendent. All communications given to the Superintendent shall be as binding on the Contractor. Whenever the Superintendent is not present at any particular Work Site he shall designate a person in charge (Acting Superintendent). Any information given by the Owner's Representative to the Acting Superintendent shall be as binding as if given to the Superintendent.
- 6.3 **Labor and Working Hours.** The Contractor shall provide competent, suitably qualified personnel to survey, lay out, provide and construct the Work as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the Site. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during standard work hours, Monday through Friday, and the

Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to OWNER'S Representative. Written notice of the Contractor's request to work overtime, on Saturdays, Sundays or any legal holiday must be received by the Owner forty-eight (48) hours in advance.

- 6.4 **Materials, Equipment, Etc.** Unless otherwise specified in Volume III, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5 **Quality of Work.**

- 6.5.1 All materials and equipment furnished by the Contractor shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents. When the quality of a material, process, or article is not specifically set forth in the Contract Documents, commercial quality of the materials, process, or article shall be provided.
- 6.5.2 The Contractor shall check and verify all dimensions and conditions in the field as reasonably required during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work due to the Contractor's (including Subcontractor's) failure to comply with this requirement. The Contractor shall visually inspect related and appurtenant Work and report in writing to the Owner's Representative any apparent conditions which will prevent proper completion of the Work. Failure to report any such conditions shall constitute acceptance of all Site conditions, except for concealed or latent conditions, and any required removal, repair, or replacement caused by unsuitable visible conditions shall be performed by the Contractor solely and entirely at the Contractor's expense.
- 6.5.3 All work performed by the Contractor and Subcontractors shall be inspected by the Contractor and nonconforming Work and any safety hazards in the work area shall be noted and promptly corrected. The Work shall be conducted under the general observation of the Owner's Representative and is subject to inspection by the Owner's Representatives to ensure strict compliance with the requirements of the

Contract Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The Owner's Representative shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated. The presence of the Owner's Representative or any inspector(s), however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is the responsibility of the Contractor. No act or omission on the part of the Owner's Representative or any inspector(s) shall be construed as relieving the Contractor of this responsibility. Inspection of Work later determined to be nonconforming shall not be cause or excuse for acceptance of the nonconforming Work. The Owner may accept nonconforming Work if the Contractor offers compensation acceptable to the Owner and it is in the Owner's best interest as determined by the Owner.

- 6.5.4 All materials and articles furnished by the Contractor or Subcontractors shall be subject to rigid documented inspection, by qualified personnel, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Contractor and the Owner's Representative or other designated representative. The Contractor shall receive, maintain and catalog any material safety data sheet (MSDS) provided in connection with any materials or articles used in the Work. No Work shall be backfilled, buried, cast in concrete, covered, or otherwise hidden until it has been inspected. Any Work covered in the absence of inspection shall be subject to being uncovered. Where un-inspected Work cannot be easily uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection.
- 6.5.5 All materials and articles furnished to the Contractor by the Owner shall be subject to rigid visual inspection by the Contractor before being used or placed by the Contractor. The Contractor shall inform the Owner's Representative, in writing, of the results of said inspections within one working day after completion of inspection. In the event the Contractor believes any material or articles provided by the Owner to be of insufficient quality for use in the Work, the Contractor shall immediately notify Owner's Representative.
- 6.5.6 The Owner's Representative or designated representative, acting for the Owner, shall have the right at all times and places to reject any articles, materials, equipment or Work to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles materials are detected at the point of manufacture or after completion of the Work at the Site through the warranty period.

6.5.6.1 If the Owner's Representative, through an oversight or otherwise, has accepted materials or Work which are defective or in any way contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be rejected through the warranty period. The Contractor shall promptly remove or replace rejected articles or materials from the Site of the Work after notification of rejection. All costs of removal and replacement of rejected articles or materials, as specified therein, shall be borne by the Contractor. Failure to promptly commence and diligently pursue action to remove and replace rejected Work shall be considered a breach of this contract and the Owner may, after 7 days notice, terminate the Contractor's right to proceed with the affected Work and remove and replace the Work and issue a back charge to cover the cost of the Work.

6.5.7 During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the Work in a proper and satisfactory manner.

6.6 **Adjusting Progress Schedule.** The Contractor shall submit to the Owner's Representative for acceptance proposed adjustments in the progress schedule that will not change the Contract Times, or Milestones. Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto. Proposed adjustments in the progress schedule that would change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Volume II, Section 1000, subsection 11.1. Such adjustments may only be made by a Change Order.

6.6.1 If the Contractor fails to meet the Milestone on the approved Project Schedule, the Owner may deduct from the Contractor's progress payment a sum equal to the liquidated damages of such Milestone as shown in Volume II, Section 1000, subsection 13, for the number of days the Contractor is behind schedule.

6.6.2 In the event that the Contractor works overtime, weekends or holidays to regain the schedule for delays for which Contractor is responsible, all of the Owner's additional or premium costs resulting from inspection, or construction management resulting from such overtime, weekend or holiday work shall be identified to the Contractor and the Contract Price reduced by a like amount via Change Order.

6.6.3 The Contractor's employee responsible for scheduling and coordinating Work at the Site shall attend all meetings convened by the Owner or the Owner's Representative for the purpose of scheduling the Work at the Construction Site.

6.7 **Substitutes or "Or-Equal" Items.** Whenever Equipment or Materials are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, Equipment or Materials of other Suppliers may be accepted by the Owner if sufficient information is submitted by the Contractor to allow the Owner to determine that the Equipment or Material proposed is equivalent or equal to that named.

6.7.1 If the Contractor wishes to furnish or use a substitute item of Equipment or Material, the Contractor shall make written application to the Owner for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified, and be suited to the same use as that specified. The application shall state i) that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of Substantial Completion on time; ii) whether acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for work on the Project); and iii) whether incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service for the substitute shall be indicated. The application shall also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

6.7.2 If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to the Owner, if the Contractor submits sufficient information to allow the Owner to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Owner will be similar to that provided for substitute Equipment and Material.

- 6.7.3 The Owner shall be allowed a reasonable time within which to evaluate each proposed substitute. The Owner shall be the sole judge of acceptability, and no substitute will be ordered, installed, or used without the Owner's prior written acceptance which shall be evidenced by either a Change Order or an approved Submittal. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- 6.7.4 The Owner shall record the time required by the Owner and the Owner's Consultants in evaluating substitute(s) proposed or submitted by the Contractor pursuant to Volume II, Section 1000, subsection 6.7.1 and 6.7.2, and in making changes in the Contract Documents occasioned thereby. Whether or not the Owner approves a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Owner and the Owner's Consultants for evaluating each such proposed substitute.
- 6.8 **Subcontractors, Suppliers and Others.** The Contractor shall perform with his own organization work amounting to not less than fifty-one (51) percent of the combined value of all items of the Work covered by the Contract.
 - 6.8.1 Report to Labor Commissioner. In compliance with NRS 338.013(2), the Contractor shall report to the Labor Commissioner the name and address of each Subcontractor whom he engages for Work on the Project within ten (10) days after the Subcontractor commences Work on the Contract.
 - 6.8.2 The Contractor shall not employ any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom the Owner may have reasonable objection.
 - 6.8.3 Particular consideration shall be given to the qualifications of each Subcontractor proposed on the Subcontractors Information list contained in Volume I, Section 600. The use of Subcontractors listed by Bidder and accepted by the Owner prior to the Notice of Award will be required in the performance of the Work.
 - 6.8.4 No acceptance by the Owner of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the Owner to reject defective Work.
- 6.9 **Contractor's Responsibilities Regarding Subcontractors and Supplies.** The Contractor shall be fully responsible to the Owner for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions.

- 6.9.1 Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between the Owner and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.9.2 The Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor. The Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Owner's Representative through the Contractor.
- 6.10 **Specifications and Drawings.** The sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 6.11 **Written Agreements with Subcontractors.** All Work performed for the Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of the Owner, and contains or incorporates provisions whereby the Subcontractor or Supplier waives all rights against the Owner, the Contractor, their Consultants and all other additional insured for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, the Contractor shall obtain the same.
- 6.12 **Patent Fees and Royalties.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and, if to the actual knowledge of the Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify and hold harmless Indemnitees, and anyone directly or indirectly employed by Indemnitees, from and against all claims, costs, losses and damages arising out of

or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents. The Contractor does¹ further agree to indemnify indemnitees against any suit or claim brought or instituted, whether or not such suit or claim be rightfully or wrongfully brought or instituted, and in any case, Indemnitees shall be at liberty to employ attorneys of their own selection to appear and defend the suit(s) on Indemnitees' behalf at the sole expense of the Indemnitees. Anything to the contrary notwithstanding, to the extent that the Contractor is required by the specifications, or by the written direction of Owner to provide the offending design, apparatus or article, then Contractor makes no warranties, and shall have none of the aforementioned liabilities nor responsibilities, including any responsibility to indemnify and/or hold harmless and/or defend Owner or any other person from any infringement or intellectual property claims; additionally, to said extent, Owner shall indemnify, hold harmless, and defend Contractor from any such claims.

- 6.13 **Permits.** The Contractor shall at the Contractor's sole cost and expense obtain and pay for all construction permits and licenses specified in Volume III, Section 1150, and ensure that the list of all permits known to be required in performance of the Work has been listed there. The Contractor shall be responsible to assure this list is complete and to obtain other permits which are required to be obtained in the name of Contractor but not listed. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the execution of the Work which are applicable at the time of opening of Bids. The Contractor shall pay all charges of utility owners for connections to the Work, and the Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.14 **Laws and Regulations.**

- 6.14.1 The Contractor and its officers, employees, agents, contractors, licensees or invitees shall comply, at the Contractor's sole cost and expense and at all times, with all applicable laws, ordinances, statutes, rules, acts or regulations in effect or that become in effect during the time work is performed under this Contract.
- 6.14.2 The Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performing the Work and shall cause all his agents, employees, Subcontractors, and Suppliers to observe and comply with all existing and future laws, ordinances, and regulations. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

- 6.14.3 If the Contractor knows or has reason to know that the Contractor's performance of the Work is contrary to Laws or Regulations, the Contractor shall bear all claims costs, losses and damages arising there from.
- 6.14.4 **Fair Employment Practices Pursuant to NRS 338.125.** It is unlawful for the Contractor in connection with the performance of work under the Contract to refuse to employ or discharge from employment any person because of his race, color, creed, national origin, sex, or age, or to discriminate against a person with respect to hire, tenure, advancement, compensation or other terms, conditions, or privileges of employment because of his race, creed, color, national origin, sex, or age.
- 6.14.5 **Preferential Employment.** In accordance with NRS 338.130, where persons are employed in the construction of public works, preference shall be given, the qualifications of applicants being equal, first to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada and second to other citizens of the State of Nevada. Nothing in NRS 338.130 shall be construed to prevent the working of prisoners by the State of Nevada, or by any political subdivision of the state, on street or road work or other public work. If the provisions of NRS 338.130 are not complied with by the Contractor, the Contract shall be void, and any failure or refusal to comply with any of the provisions of NRS 338.130 shall render any Contract void.
- 6.14.6 **Hourly Minimum Wage Rates for Clark County, Nevada.** In accordance with NRS Chapter 338, the Clark County Prevailing Wage Rates for Public Works, State of Nevada, are established by the State of Nevada, Office of the Labor Commissioner. Every workman employed by the Contractor or any of its Subcontractors shall be entitled to the wage rate applicable to the particular class of that workman contained in the prevailing wage rates at the time of Bid closing.
- 6.14.6.1 Because Prevailing Wage Rates are subject to change, it is the Contractor's responsibility to ensure that they are aware and use the most current published Prevailing Wage Rates for Public Works at the time of Bid Closing. In accordance with NRS 338.020, the Contractor shall post the hourly and daily rates of wages to be paid each of the classes of mechanics and workmen on the Site of Work of this Contract, in a place generally visible to the workmen.
- 6.14.6.2 In accordance with NRS 338.060, the Contractor shall forfeit, as a penalty to the Owner, not less than \$10.00 nor more than \$25.00 for each workman employed for each calendar day or portion thereof that such workman is paid less than the

designated rate for any Work done under the Contract, by him or any Subcontractor under him. If a penalty is imposed, the cost of the preceding, including investigative costs and attorneys' fees, may be recovered by the labor commission.

6.14.6.3 The Owner shall take cognizance of complaints of violations of the provisions of NRS 338.010 to 339.090, inclusive, committed in the course of the execution of the Contract, and when making payments to the Contractor of money becoming due under the Contract, withhold and retain all sums forfeited pursuant to the provisions of NRS 338.010 to 338.090, inclusive. No sum may be withheld, retained, or forfeited, except from the final payment, without a full investigation being made by the awarding body or its agents.

6.14.6.4 The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the name, the occupation, and the actual per diem, wages, and benefits paid to or on behalf of each workman employed in connection with the Work. The record must be open at all reasonable hours to the inspection of the Owner, and its officers and agents. A copy of the record for each calendar month must be sent to the labor commissioner and the public body awarding the contract not later than 1 week after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The Contractor or any Subcontractor, or agent or representative thereof, doing work on the Project who neglects to comply with the provisions of this section is guilty of a misdemeanor.

6.14.6.5 **Contractual Relationship.** In accordance with NRS 338.040 and 338.050, workmen employed by the Contractor or a Subcontractor at the Site of the Work and necessary in the execution of the Contract are deemed to be employees on public works and every workman employed by the Contractor or a Subcontractor shall be subject to all of the requirements of NRS 338.010 to 338.090, inclusive, regardless of any contractual relationship alleged to exist between the Contractor and Subcontractor and such workman.

6.14.6.6 In accordance with NRS 338.135, where a truck or truck and trailer combination is rented by the Contractor or Subcontractor, the hourly rate for the rental or lease of such truck or truck and trailer combination shall, when added to the prevailing rate of wages required by NRS 338.020 for the driver, not be less than the hourly rate for similar vehicles with a driver as such hourly rate appears in freight tariffs approved by the Public Service

Commission of Nevada for the area in which the public work is located.

- 6.14.7 **Nevada Industrial Insurance Act.** The Contractor shall comply with all applicable sections of NRS 616.280, "Nevada Industrial Insurance Act".
- 6.14.8 **Unemployment Compensation Act.** The Contractor shall comply with all applicable sections of NRS Chapter 612, "Unemployment Compensation Law".
- 6.14.9 **Overhead Electrical Lines.** The Contractor shall comply with all legal requirements in NRS 455.200 through NRS 455.250 pertaining to activities to be performed near overhead electrical lines. Any liability or penalty incurred for violating the above referenced laws shall be borne strictly by the Contractor and the Contractor shall indemnify, defend and hold the Owner harmless from any such liability or penalty to the extent caused by the negligence of Contractor in performance of the Work.
- 6.14.10 **Occupational Diseases.** In accordance with NRS 617.210, the Contractor shall carry adequate coverage for Occupational Diseases.
- 6.14.11 **Occupational Safety and Health.** The Contractor shall comply with all applicable provisions of NRS 618.375 pertaining to Occupational Safety and Health.
- 6.14.12 **Historic Preservation.** In accordance with NRS 383.121, in the event that historic, prehistoric, or paleoenvironmental evidence is discovered during subsurface excavation at the site of construction, the Contractor shall immediately notify the Owner's Representative and cooperate to the fullest extent practicable, within the financial resources available to the Owner for that purpose, to preserve or permit study of such evidence before its destruction, displacement, or removal. In the event of delay of the completion of the Work because of the discovery of such evidence, equitable adjustment of the construction contract shall be made by Change Order in the following manner:
 - 6.14.12.1 **Time Extension.** If the work temporarily suspended is on the "critical path," the total number of days which the suspension is in effect shall be added to the number of allowable contract days. If a portion of work at the time of such suspension is not on the "critical path," but subsequently becomes work on the critical path, the allowable Contract Time will be computed from the date such work is classified as on the critical path.

6.14.12.2 **Additional Compensation.** If, as a result of a suspension of the Work, the Contractor sustains a loss which could not otherwise have been avoided by his reassignment of employees, equipment or materials to other Work within the Project which has not been suspended without additional cost to Contractor, the Owner shall pay the Contractor an amount as determined by the Owner to be fair and reasonable compensation for the Contractor's actual loss in accordance with the following:

Idle Time of Equipment. Compensation for equipment idle time will be determined on a force account (time and materials) basis and shall include the cost of extra moving of equipment and rental loss. The Contractor shall make a concerted effort to minimize idle time and equipment moves. Idle time of equipment will only include payment of the equipment without operator except during the time an operator is required to move the equipment.

Idle Time of Labor. Compensation for idle time of workers will be determined by OWNER based on actual idle or show-up time pursuant to the applicable labor agreement.

Increased Costs of Labor and Materials. Increased costs of labor and materials will be compensated only to the extent such increase was in fact caused by the suspension or the reassignment of the employees, equipment or materials.

Compensation for actual loss due to idle time of either equipment or labor shall not include markup for profit.

The days for which compensation will be paid shall be full or partial calendar days, excluding Saturdays, Sundays, and legal holidays, during the existence of such delay.

6.15 **Taxes.** The Contractor shall include in the Bid prices and pay all sales, consumer, use and other similar taxes required to be paid or withheld by the Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.16 **Interference with Adjacent Work, Use of Premises.** The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably

encumber the premises with construction equipment or other materials or equipment.

- 6.16.1 The Contractor shall assume full responsibility for any damage to any land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by the owner or occupant of any adjacent land because of the performance of the Work, the Contractor shall promptly settle with the other party by negotiation or otherwise resolve the claim by negotiation or other dispute resolution proceeding or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold Indemnitees harmless from and against all third party claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any owner or occupant of adjacent land against Indemnitees to the extent caused by or based upon the Contractor's negligent performance of the Work.
- 6.16.2 The Contractor shall cooperate fully with all utility work forces, other contractors of the Owner, and work forces of other public or private agencies engaged in any type of work that may interfere with the progress of the Contractor's Work. The Contractor shall schedule the Work so as to minimize any interference with these work forces and entities, including those discussed in Volume III, Section 1100, of these specifications.
- 6.16.3 Nothing in the Contract shall be interpreted as granting to the Contractor exclusive occupancy of the Site of the project. The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other contracts that have been or may be awarded by the Owner in the construction of this and adjoining projects to the end that the Contractor may perform this Contract in the light of such other contracts, if any.
- 6.16.4 The Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If the performance of any contract for the project is likely to be interfered with by the simultaneous performance of some other contract or contracts, the Owner or the Owner's Representative shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether the Work under the contracts can be coordinated so that the contractors may proceed simultaneously. On all questions concerning conflicting interest of contractors performing related Work, the decision of the Owner or the Owner's Representative shall be binding upon all contractors concerned. Anything to the contrary notwithstanding, in the event any schedule change generated by Owner, or any impact by any party other than Contractor (or its subcontractors and/or suppliers), including re-sequencing, causes Contractor to incur additional costs, Contractor shall be equitably compensated for same, and shall be allowed reasonable and

sufficient time, in accordance with the industry standards, in which to complete the phases of its Work as they occur.

- 6.16.5 If through negligence on the part of the Contractor, any other contractor or subcontractor shall suffer loss or damage on the Work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if possible. If such other contractor or subcontractor shall assert any claim against the Owner, on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall hold harmless, indemnify and defend the Owner, and each of their officers, employees, and agents against any such third party claim, including reasonable attorneys' fees and any other costs incurred by the indemnified parties relative to any such claim, to the extent caused by Contractor's negligence in the performance of the Work.
- 6.17 **Waste Materials and Rubbish Control.** During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. Disposal of all rubbish and surplus materials shall be off the Site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction. The Contractor shall leave the Site clean from waste or rubbish caused by Contractor and ready for occupancy by the Owner upon Substantial Completion of the Work.
- 6.18 **Excessive Loads.** The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 6.19 **Record Documents.** The Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Test Records, Field Orders, Requests for Information, and all other written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all final samples and a counterpart of all approved Submittals will be available to the Owner's Representative for reference. Records shall be protected from deterioration, damage or destruction and maintained in a manner that provides for immediate retrieval. Upon completion of the Work, all record documents, samples and Shop Drawings shall be delivered to the Owner. Receipt and acceptance of record documents will be a prerequisite for final payment to the Contractor.
- 6.20 **Safety and Protection.** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall give notices, erect and maintain all

safeguards and comply with all laws, ordinances, regulations, codes and lawful orders of any public agency.

6.20.1 The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection and training to prevent damage, injury or loss to:

6.20.1.1 all persons on the Work Site or anyone who may be affected by the Work;

6.20.1.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site;

6.20.1.3 other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction; and

6.20.1.4 other property and people at the Site or in proximity thereto which or who foreseeably may be injured by activities on Site.

6.20.2 All damage, injury or loss to any property referred to in this subsection 6.20 caused by the fault or negligence of Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or its Consultants or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the extent of fault or negligence of the Contractor or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them).

6.20.3 The Contractor's duties and responsibilities for safety and protection of the Work shall continue until substantial completion of the Work.

6.20.4 The Contractor shall make reasonable efforts to detect and abate any violations of safety standards of which it is aware and to which its employees are exposed, despite the fact that the Contractor did not commit the violation.

6.20.5 The Contractor shall designate a qualified and experienced safety representative, meeting the definition of OSHA competent person, at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

The Safety Representative shall have the ability to recognize hazards and the authority to take corrective action.

- 6.21 **Safety Program.** Within thirty (30) days of the Owner's Notice to Proceed, the Contractor shall demonstrate compliance action with the requirements of Nevada Occupational Safety and Health Administration requirements and all other applicable local, state and federal requirements by submitting a copy of all safety plans, programs and permits to the OWNER'S Representative. Such plans and permits shall include but is not limited to:

6.21.1 Safe Work Plan (job task analysis)

6.21.2 Emergency Plan.

6.21.3 Rigging and Hoisting Plans.

6.21.4 Excavation and Trenching Plans.

6.21.5 Respiratory Protection Program.

6.21.6 Fire Protection Plan.

6.21.7 Hazard Communication Program.

6.21.7.1 **Hazard Communication Programs.** The Contractor shall be responsible for coordinating any exchange or provision of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.21.7.2 The Contractor shall, upon completion of the Project, forward all material safety data sheets to the Owner. A material safety data sheet shall be provided for any materials to which the Laws and Regulations may apply.

- 6.22 **Site Security.** The Contractor shall provide Site security as specified in Volume III, Section 1300.

- 6.23 **Emergencies.** In emergencies or imminent danger situations affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Owner or the Owner's Representative, shall act to reasonably prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice if the Contractor experiences any accident or injury or believes that any significant changes in the Work or variations from the Contract Documents have

been caused thereby. If the Owner determines that a change in the Contract Documents is required because the action taken by the Contractor was required by an emergency not caused by the Contractor or its subcontractors, the Owner shall issue a Change Order.

6.24 **Submittals.** Procedures for processing submittals are provided in Volume III, Section 1250.

6.24.1 After checking and verifying all field measurements and after complying with applicable procedures, the Contractor shall submit to the Owner for review and acceptance in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions shall be identified as the Owner may require. The data shown on Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable the Owner to review the information as required.

6.24.2 Before submission of each Submittal, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.

6.24.3 At the time of each submission, the Contractor shall give the Owner specific written notice of each variation that the Submittal may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to the Owner for review and approval of each such variation.

6.24.4 The Owner shall review Submittals with reasonable promptness, but OWNER'S review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such shall not indicate approval of the assembly in which the item functions. The Contractor shall make corrections required by OWNER, and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. The

Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Owner on previous Submittals.

6.24.5 The Owner's review and acceptance of Submittals shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Owner's attention to each such variation at the time of submission and the Owner has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Nor shall any acceptance by the Owner relieve the Contractor from responsibility for errors or omissions in the Submittals.

6.24.6 Where a Submittal is required by the Specifications, any related Work performed prior to the Owner's review and acceptance of the pertinent submission shall be the sole expense and responsibility of the Contractor.

6.25 **Continuing the Work.** The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner, provided Owner otherwise remains in compliance with its payment obligations. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Owner and the Contractor may otherwise agree in writing.

6.26 **Contractor's Liability; Indemnification.** To the full extent permitted by law, the Contractor shall at all times indemnify and keep indemnified Indemnitees and hold and save Indemnitees harmless from and against any and all liability for damages, claims, judgments, losses, fines, penalties, charges and expenses of whatever kind or nature, including but not limited to all professional and reasonable attorneys' fees and costs, for third party claims which Indemnitees shall or may at any time sustain or incur by reason of or in consequence of the negligent acts or omissions in the performance of the Work under this Contract by the Contractor, anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, except to the extent those claims, losses, fines, penalties or expenses are caused by the negligence of Indemnitees. The Contractor shall pay over, reimburse and make good Indemnitees, all monies which Indemnitees shall pay or cause to be paid, or become liable to pay, by reason of the foregoing circumstance. The Contractor does further agree to indemnify Indemnitees against any third party suit or claim brought or instituted against Indemnitees by any person or entity and concerning any damages or injuries sustained or incurred as a result of the Contractor's negligent acts or omissions in performance of its Work under this Contract, and in any such case Indemnitees shall be at liberty to employ attorneys of their own selection to appear and defend the suit or suits in Indemnitees' behalf at the expense of the such Indemnatee. This provision applies whether or not it is caused in part by an act or omission (active, passive, or comparative negligence

included), or any party indemnified hereunder, but to the extent of the negligence of a party indemnified there under.

- 6.27 **No Limits on Indemnification.** In any and all claims brought against Indemnitees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.26 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 6.28 **Exception to Indemnification.** The obligations of the Contractor under Volume II, Section 1000, subsection 6.26 shall not extend to the liability of Indemnitees caused by the preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of the Owner or the Owner's Consultant's, officers, directors, partners, employees or agents.
- 6.29 **Waiver of Certain Damages:** Notwithstanding any other provisions of this Contract to the contrary, neither Owner nor Contractor shall be liable under this Contract or under any cause of action related to the subject matter of this Contract, whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this Section shall not apply to Contractor's : (i) indemnity obligations with respect to third-party claims, (ii) gross negligence or willful misconduct, and/or (iii) breach of confidentiality provisions.
- 6.30 **Overall Liability Cap:** Notwithstanding anything in this Contract, any Change Order, or otherwise to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, Contractor's maximum aggregate liability under or with respect to this Contract, any Change Order or the subject matter thereof, regardless of cause (whether in contract, tort, strict liability, or otherwise), other than third-party claims indemnified by Contractor hereunder, shall not exceed in the aggregate an amount equal to the lesser of (A) the Contract Price and the total amount of any Change Order; and (B) (with respect to losses covered by policies of insurance Contractor is required to obtain and maintain under this Contract) actual proceeds from the coverage amounts required under this Contract for the policy covering such loss.

6.31 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations of the Contractor indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

7. The Work.

- 7.1 The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract in accordance with the Contract Documents. The Work shall be complete, and all Work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete, safe and proper construction of the Work in good faith shall be provided by the Contractor as though originally so indicated.
- 7.2 The Contractor shall schedule and perform the Work in such a manner as to result in the least possible disruption to the public's use of roadways, driveways, and utilities. Utilities shall include but not be limited to water, sewerage, drainage structures, ditches and canals, gas, electric, cable television, and telephone. The approximate location of utilities shall be provided by the Owner's Representative on plan and profile sheets therefore. Such approximate locations are guaranteed for neither accuracy nor completeness. The Contractor shall incorporate as-built locations on the reproducible record plans, in red ink, showing proper location on each sheet where these utilities are located.
- 7.3 **Related Work at Site.** The Owner may perform other work related to the Project at the Site by the Owner's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. In addition to the Work under this Contract, the Owner has awarded, or will award, separate contracts for other work related to the Project to be performed at the Site.
- 7.4 **Safe Access.** The Contractor shall afford each other contractor who is a party to another direct contract with the Owner or the Southern Nevada Water Authority and each utility owner proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with other contractors as appropriate. Unless otherwise provided in the Contract Documents, the Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering the other contractor's work and will only cut or alter the other contractor's work with the written consent of the

Owner's Representative and the others whose work will be affected. The duties and responsibilities of the Contractor under this paragraph are for the benefit of utility owners and other contractors to the extent that there are comparable provisions for the benefit of the Contractor in direct contracts between the Owner and such utility owners and other contractors.

- 7.5 **Notice of Delays by Others.** If the proper execution or results of any part of the Contractor's Work depends upon work performed by others under Volume II, Section 1000, subsection 7, the Contractor shall visually inspect such other work and promptly report to the Owner's Representative in writing any delays, defects or deficiencies in such other work that render part of the Contractor's Work unavailable or unsuitable for the proper execution and results of the Contractor's Work. The Contractor's failure so to report shall constitute an acceptance of such other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in such other work.
- 7.6 **Coordination.** In addition to overseeing the execution of this Contract, the Owner's Representative shall also be responsible for overseeing related Work at the Site under other Owner contracts. The Contractor shall coordinate directly with other contractors that have been issued Notice to Proceed by the Owner when developing the Contractor's initial schedule submittal. The Contractor's schedule shall reflect this coordination to eliminate conflicts with all other contractors. The Contractor shall coordinate directly with the Owner's Representative and any other contractors to schedule day-to-day access to the site as necessary. The Owner's Representative shall make final determination regarding schedule adjustments if necessary to avoid schedule conflicts between contractors.
- 7.7 **Interference with Work on Utilities.** The Contractor shall cooperate and coordinate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities. The Contractor shall review with the various utility companies the construction methods, safety procedures and Work to be done in the vicinity of utilities. When temporary relocation of utilities is necessary, sufficient advance notice shall be given by the Contractor to the utility involved. Utilities and other concerned agencies shall be contacted at least seven (7) days prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines. The Contractor shall submit the findings of a utility investigation to the Owner's Representative.
- 7.8 **Notices to Owners of Adjacent Properties.** The Contractor shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. When it is necessary to temporarily deny access by owners or tenants to their property, or when any utility service connection must be interrupted, the

Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit any resulting inconvenience.

7.9 **Time Limitations.** Time limitations required by the Owner shall be for the benefit of the Owner and contractors under other contracts who have entered into such contracts with the Owner in reliance on the time limitations set forth in these Contract Documents. Any claim by a contractor for damages due to delay or damage to the Work or the property of a contractor by another contractor shall be asserted against that contractor.

7.10 **Lines and Grades; Survey Data.** All Work shall be done to the lines, grades, and elevations shown on the Drawings. The Contractor shall establish basic horizontal and vertical control points and the Contractor shall use these points as datum for the Work. Any additional survey, layout, or measurement Work needed for proper construction of the Work shall be performed by the Contractor as a part of the Work at no additional cost to the Owner. The Contractor shall employ experienced instrument personnel, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement Work. The Contractor shall remove and reconstruct Work which is improperly located. The Contractor shall make available for examination throughout the construction period all field books, notes, and other data developed by the Contractor in performing the surveys required by the Work and shall submit all such data to the Owner's Representative with documentation required for final acceptance of the Work.

8. **Owner's Representative.**

8.1 **Owner's Representative.** The Owner's Representative during the construction of the Project shall be the Assistant Director of Engineering and Operations.

8.2 **Project Representation.**

8.2.1 Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to the Owner's Representative.

8.2.2 Communications pertaining to day-to-day operations at the Site shall be directed to Owner's Representative.

8.2.3 The Owner's Representative and his assistants shall conduct observations of the Work in progress determine that the Work is proceeding in accordance with the Contract Documents.

- 8.2.4 The Owner's Representative shall not have authority to permit any deviation from the Contract Documents, except with concurrence of the Owner.
- 8.2.5 The Owner's Representative shall be authorized to disapprove or reject any defective workmanship, Equipment, or Material.
- 8.3 **Clarifications and Interpretations.** The Owner shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as the Owner may determine necessary. Such clarifications shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree on the amount or extent thereof, the Contractor may make a claim therefore.
- 8.4 **Authorized Variations in Work.** The Owner may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on the Owner and the Contractor, who shall perform the Work involved promptly.
- 8.5 **Rejecting Defective Work.** The Owner's Representative will have authority to disapprove or reject Work which the Owner believes to be defective, and will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 8.6 **Determination for Unit Prices.** The Owner's Representative shall determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Owner's Representative shall review with the Contractor, the Owner's Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). The Owner's Representative's written decisions thereon shall be final and binding upon the Owner and the Contractor, unless, within ten days after the date of any such decision, either the Owner or the Contractor delivers to the other party to the Contract and to the Owner's Representative written notice of intention to appeal from such a decision.
- 8.7 **Decisions on Claims and Disputes.**
- 8.7.1 The Owner's Representative shall be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the

Work and claims under Volume II, Section 1000, subsections 10 and 11 in respect of changes in the Contract Price or Contract Times shall be referred initially to the Owner's Representative in writing with a request for a written decision in accordance with this paragraph, which the Owner's Representative shall render within a reasonable time. Written notice of each such claim, dispute, and other matter shall be delivered by the claimant to the Owner's Representative and the other party to the Contract promptly, but in no event later than thirty (30) days, after the knowledge of the claim, and written supporting data shall be submitted to the Owner's Representative and the other party within sixty (60) days after unless the Owner's Representative allows an additional period of time to ascertain more accurate data in support of the claim.

- 8.7.2 The rendering of a decision by the Owner's Representative with respect to any such claim, dispute, or other matter shall be a condition precedent to any exercise by Owner or the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter, provided such decision is rendered within thirty (30) days of receipt of the supporting data.

9. Changes in the Work.

- 9.1 **Owner's Order to Change Work.** Without invalidating the Contract and without notice to any surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work within the scope of this Contract. Such additions, deletions or revisions shall be authorized by a Written Amendment, Field Order, or Change Order. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved which do not affect the Contract Price or Contract Times and which shall be performed under the conditions of the Contract Documents, unless otherwise specifically provided.
- 9.2 **Claim Based on Change Order.** If the Owner and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times, that should be allowed as a result of a Change Order, a claim may be made therefore.
- 9.3 **Limitation on increase in Contract Price or Contract Times.** The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified or supplemented, or to perform the Work in a safe manner, except in the case of an emergency or in the case of uncovering Work.
- 9.4 **Execution of Change Orders.** The Owner and the Contractor shall execute appropriate Change Orders covering:

- 9.4.1 changes in the Work which are (i) ordered by the Owner, (ii) required because of acceptance of defective Work or correcting defective Work, (iii) premises for which Contractor has relief hereunder or (iv) are otherwise agreed to by the parties;
- 9.4.2 changes in the Contract Price or Contract Times which are agreed to by the Owner and the Contractor; and
- 9.4.3 changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by the Owner's Representative; provided that in lieu of executing any such Change Order an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations but during any such appeal the Contractor shall carry on the Work and adhere to the progress schedule.
- 9.5 In the event that the Owner and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or Contract Time without causing delay, in, or disruption of the Contractor's schedule for completion of the Project; or increase in the cost for rework; the Owner's Representative is authorized to issue a Change Order for the addition, deletion or change to proceed on an extra work basis, subject to the submittal of daily reports of all labor, equipment, materials and supplies utilized while performing extra Work.
- 9.6 **Notice of Change Orders to Surety.** If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents, including but not limited to Contract Price or Contract Time s, is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be the Contractor's responsibility and the amount of each applicable Bond will be adjusted accordingly.

10. Change of Contract Price.

- 10.1 **Total Compensation.** The Contract Price constitutes the total compensation, subject to adjustments hereunder, payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in Contract Price.
- 10.2 **Change of Contract Price.** The Contract Price may only be changed by a Written Amendment or a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly, but in no event later than thirty (30) days, after knowledge of the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the occurrence of the event, unless the Owner allows additional time for claimant

to submit additional or more accurate data in support of the claim, and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts including direct, indirect and consequential costs, to which the claimant is entitled as a result of the occurrence of said event. The Owner shall review and render a decision on all claims for adjustment in the Contract Price.

10.3 Determination of Value of Work Covered by Change Order. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price shall be determined in one of the following ways:

10.3.1 where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved, subject to the provisions of Volume II, Section 1000, subsection 10.9.1 through 10.9.3 inclusive.

10.3.2 by mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Volume II, Section 1000, subsection 10.6.2.

10.3.3 on the basis of the Cost of the Work, determined as provided in Volume II, Section 1000, subsection 10.4 and 10.5; plus a Contractor's fee for overhead and profit, determined as provided in Volume II, Section 1000, subsection 10.6.

10.4 Cost of the Work. The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as may otherwise be agreed in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Volume II, Section 1000, subsection 10.5:

10.4.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Owner and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but shall not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the Owner.

10.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers'

field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

10.4.3 Payments made by the Contractor to the Subcontractors for Work performed or furnished by Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to the Owner and the Contractor and shall deliver such bids to the Owner who shall then determine which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental costs including the following:

10.4.5.1 Necessary transportation, travel and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

10.4.5.2 Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work; and the cost less market value of such items used but not consumed and which remain the property of the Contractor.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Owner; and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, as imposed by Laws and Regulations and for which the Contractor is liable.

10.4.5.5 Deposits lost for causes other than negligence of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance, or otherwise, sustained by the Contractor in connection with the performance and furnishing of the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee proportionate to that stated in Volume II, Section 1000, subsection 10.6.2.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the Site.

10.4.5.8 Expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work.

10.5 **Exclusions from Cost of the Work.** The term "Cost of the Work" shall not include any of the following:

10.5.1 Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor whether at the Site or in the Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Volume II, Section 1000, subsection 10.4.1 or specifically covered by subsection 10.4.4 all of which are to be considered administrative costs covered by the Contractor's fee.

- 10.5.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the Site.
 - 10.5.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
 - 10.5.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same, except for the cost of premiums covered by Volume II, Section 1000, subsection 10.4.5.9.
 - 10.5.5 Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 10.6 **Contractor's Fee.** The Contractor's fee allowed to the Contractor for overhead and profit shall be determined as follows:
- 10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,
 - 10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:
 - 10.6.2.1 for costs incurred under Volume II, Section 1000, subsection 10.4.1 and 10.4.2, the Contractor's fee shall be fifteen (15) percent;
 - 10.6.2.2 for costs incurred under Volume II, Section 1000, subsection 10.4.3, the Contractor's fee shall be fifteen (15) percent;;
 - 10.6.2.3 no fee shall be payable on the basis of costs itemized under Volume II, Section 1000, subsections 10.5;
 - 10.6.2.4 the amount of credit to be allowed by the Contractor to the Owner for any change which results in a net decrease in cost shall be the amount of the actual net decrease in cost plus a deduction in the Contractor's fee in an amount equal to five percent of such net decrease; and
 - 10.6.2.5 when both additions and credits are involved in any one change, the adjustment in the Contractor's fee shall be computed on the

basis of the net change in accordance with Volume II, Section 1000, subsection 10.6.2.1 through 10.6.2.4, inclusive.

- 10.7 **Records Supporting Cost Items.** Whenever the cost of any Work is to be determined pursuant to Volume II, Section 1000, subsection 10.4, the Contractor shall establish and maintain records thereof in accordance with generally accepted accounting practices and shall submit an itemized cost breakdown together with supporting data to the Owner's Representative. The Owner may audit the Contractor's records related to such costs during customary business hours.
- 10.8 **Allowances.** It is understood that the Contractor has included in the Contract Price all allowances named in the Contract Documents, and shall cause the Work to be done by such suppliers or Subcontractors and for such sums within the limit of the allowances as may be acceptable to the Owner's Representative on behalf of the Owner. Prior to final payment, an appropriate Change Order shall be issued as recommended by the Owner's Representative to reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted. The Contractor agrees that the allowances include the cost to the Contractor (less any applicable trade discounts) of equipment and materials required by the allowances to be delivered to the Site, labor, installation costs, and all applicable taxes. The Contractor further agrees that all overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and that no demand for additional payment on account of any thereof will be valid.
- 10.9 **Unit Price Work.**
- 10.9.1 Where the Contract Documents provide that part of the Work is to be Unit Price Work, the Contract Price shall initially be deemed to include, for all Unit Price Work, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the quantity of each item as indicated in the Contract Documents. The quantities of items of Unit Price Work are expected maximums and are provided for the purpose of determining the maximum, not to exceed, Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor shall be made by OWNER'S Representative.
- 10.9.2 Each unit price shall be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.
- 10.9.3 Where the quantity of any item of Unit Price Work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents and there is no corresponding adjustment with respect to any other item of Work and if

the Contractor believes that the Contractor has incurred additional expense as a result thereof, but the parties are unable to agree as to the amount of any such increase, the Contractor may make a claim for an increase in the Contract Price.

11. Change Of Contract Times.

11.1 Contract Time. The Contract Times, or Milestones, may only be changed by a Written Amendment, or Change Order. Any claim for an adjustment of the Contract Times, or Milestones, shall be based on Work that affects the Critical Path only and a written notice delivered by the party making the claim to the other party promptly, but in no event later than thirty (30) days, after the knowledge of the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty (60) days after, unless the Owner allows an additional period of time to ascertain more accurate data in support of the claim, and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contractor shall demonstrate the requested Contract Time change through schedule submittals if so requested by the Owner's Representative. The Owner shall review and render a decision on all claims for adjustment in the Contract Times, or Milestones. Any change to the Contract Times agreed to by the Owner shall be incorporated in a Change Order or Written Amendment.

11.2 Extension for Delays Beyond Contractor's Control. Where the Contractor is prevented from completing any part of the Work within the Contract Times, or Milestones, due to delay beyond the reasonable control of the Contractor, the Contract Times, or Milestones, may be extended in an amount equal to the impact due to the time lost due to such delay if a claim is made therefore as provided in Volume II, Section 1000, subsection 11.1 and there shall be an equitable adjustment to the Contract Price. Delays beyond the reasonable control of the Contractor shall include, but not be limited to, acts or neglect by the Owner, acts or neglect of utility owners or other contractors performing other work, or to fires, floods, epidemics, pandemics, quarantine, severe weather conditions or acts of God. Delays attributable to and within the reasonable control of a Subcontractor or Supplier shall be deemed to be delays within the reasonable control of the Contractor.

12. Tests and Inspections; Correction, Removal or Acceptance of Defective Work.

12.1 Warranty and Guarantee. The Contractor warrants and guarantees to the Owner that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects of which the Owner's Representative is aware shall be provided to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this subsection.

- 12.1.1 All Equipment and Materials furnished by the Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to the Owner with other Submittals.
- 12.2 **Access to the Work.** The Owner, the Owner's Representative, other representatives of the Owner, testing agencies and governmental agencies with jurisdictional interests shall be permitted access to the Work for their observation, inspecting and testing. The Contractor shall provide proper and safe conditions for such access.
- 12.3 **Tests and Inspections.** The Contractor shall give the Owner & Owner's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals.
- 12.3.1 The Contractor shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Owner's acceptance of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.
- 12.3.2 If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Owner's Representative the required certificates of inspection, testing, or approval.
- 12.3.3 The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the Owner, unless otherwise specified.
- 12.3.4 All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Owner and the Contractor.
- 12.3.5 If any Work, including the work of others, which is to be inspected, tested, or approved is covered without written concurrence of the Owner's Representative, it must, if requested by the Owner's Representative, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Owner's Representative timely notice of the Contractor's intention to cover the same and the Owner's Representative has not acted with reasonable promptness in response to such notice.

- 12.3.6 Neither observations by the Owner's Representative nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.
- 12.4 **Defective Work.** The term "defective" is used in these documents to describe Work that is faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents.
- 12.4.1 Any defective Work may be disapproved or rejected by the Owner or Owner's Representative at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.
- 12.4.2 The Owner or Owner's Representative shall provide the Contractor prompt notice of defects as they become evident.
- 12.5 **Owner May Stop the Work.** If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.
- 12.6 **Correction or Removal of Defective Work.** If required by the Owner or Owner's Representative, the Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Owner's Representative, remove it from the Site and replace it with nondefective Work. The Contractor shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects, reasonable attorneys, and other professionals) made necessary thereby.
- 12.7 **One-Year Correction Period.** Under the provisions of the Guaranty Bond furnished by CONTRACTOR at the completion of the Work, if within one year after the Date of Substantial Completion of the Project, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Site and replace it with nondefective Work and in addition, with regard to defects and non-conformances corrected pursuant thereto, Contractor's warranty term shall extend one (1) year from the date of repair; however, in no event shall Contractor's

foregoing warranty, nor any warranty obligations of Contractor under this Contract, extend for more than two (2) years from Substantial Completion of its Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, reasonable attorneys fees, and other professionals) will be paid by the Contractor.

12.8 Acceptance of Defective Work. The Owner may, at its election, choose to accept defective Work instead of requiring correction or removal and replacement of defective Work. The Contractor shall bear all direct costs attributable to the Owner's evaluation of and determination whether to accept such defective Work (including but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to the Owner's Representative's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. If the Owner's acceptance occurs after such recommendation, the Contractor shall pay the Owner for the Owner's costs of evaluation and determination whether to accept the defective Work.

12.9 Owner May Correct Defective Work. If the Contractor fails within a reasonable time after written notice of the Owner's Representative to proceed to correct defective Work or to remove and replace rejected Work as required by the Owner's Representative, the Owner may, after seven days' written notice to the Contractor, correct and remedy any such deficiency.

12.9.1 To the extent necessary to complete corrective and remedial action, the Owner may exclude the Contractor from all or part of the Site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, and incorporate in the Work all Equipment and Materials stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere.

12.9.2 All direct costs of the Owner in exercising such rights and remedies shall be charged against the Contractor and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. The Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, the Owner may make a claim therefore. Such direct costs shall include but not be limited to fees and charges of engineers, architects, reasonable attorneys fees and other professionals, all court and arbitration costs.

12.9.3 The Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

12.10 THE EXPRESS WARRANTIES OF CONTRACTOR SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, (INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE), AND CONTRACTOR HEREBY DISCLAIMS, AND OWNER HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY BY OWNER FOR CLAIMS RELATED TO AND ARISING FROM DEFECTIVE WORK.

CONTRACTOR IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY ALLEGED BREACH OF THE WARRANTIES GIVEN IN THIS AGREEMENT TO THE EXTENT CAUSED BY OR ARISING OUT OF:

- (a) ORDINARY WEAR AND TEAR IN THE OPERATION OF THE PROJECT;
- (b) ALTERATIONS OR REPAIRS CARRIED OUT BY PERSONS NOT AUTHORIZED BY CONTRACTOR;
- (c) SERVICES PROVIDED BY, OR THE USE OF MATERIALS, EQUIPMENT, LAYOUTS OR DESIGNS SUPPLIED OR REQUIRED BY, ANY PARTY OTHER THAN CONTRACTOR, ITS SUBCONTRACTORS OR SUPPLIERS UNLESS APPROVED BY CONTRACTOR IN WRITING; OR
- (d) A FORCE MAJEURE EVENT.

13. Payments to Contractor, Project Completion.

13.1 **Applications for Progress Payment.** Within fifteen (15) days following the last day of each month, the Owner's Representative and the Contractor shall meet to review and agree upon the value in the Application for Progress Payments. Once agreed the Application for Progress Payments shall be signed by both the Owner's Representative and the Contractor. Contractor shall submit an invoice based on the finalized Application for Progress Payment. The Application for Progress Payment shall be accompanied by such supporting documentation as required by the Contract Documents.

13.1.1 If payment is requested on the basis of Equipment and Materials not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a bill of sale, invoice, or other

documentation warranting that the Owner has received the Equipment and Materials will be free and clear of all liens, charges, security interests, and encumbrances upon receipt of payment for the same, which are hereinafter referred to as "Liens", and evidence that the Equipment and Materials are covered by appropriate property or Builder's Risk insurance and other arrangements to protect the Owner's interest therein, all of which shall be satisfactory to the Owner.

- 13.1.2 Progress payments shall be in the amount of ninety percent (90%) of the amount of the Application for Progress Payment less the sum of all previous payments. When the amount retained by the Owner becomes equal to five percent (5%) of the Contract Price, the remaining progress payments shall be made in full, provided the Contractor's performance is satisfactory in the opinion of the Owner.
- 13.1.3 The Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Progress Payment, whether incorporated in the Project or not, shall pass to the Owner free and clear of all Liens no later than the time of the Owner's payment and delivery to the Site.
- 13.1.4 The Owner's Representative shall refuse to recommend payment, either in whole or any part if:
 - 13.1.4.1 subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended;
 - 13.1.4.2 the Work is defective, or completed Work has been damaged requiring correction or replacement;
 - 13.1.4.3 written claims have been made against the Owner or Liens have been filed in connection with the Work provided Owner is in compliance with its payment obligations;
 - 13.1.4.4 the Contract Price has been reduced by Written Amendment or Change Order;
 - 13.1.4.5 the Owner has been required to correct defective Work or complete Work;
 - 13.1.4.6 the Contractor has failed to satisfactorily prosecute the Work in accordance with the Contract Documents; or

13.1.4.7 the Contractor has failed to make payment to Subcontractors, or for labor, Materials, or Equipment provided Owner is in compliance with its payment obligations; or

13.1.4.8 the Owner is entitled to terminate the Contract.

13.1.5 The Owner may refuse to make payment of the full amount recommended by the Owner's Representative because claims have been made against the Owner on account of the Contractor's performance the Work, because Liens have been filed in connection with the Work provided Owner is in compliance with its payment obligations, or because there are other items entitling the Owner to a set-off against the amount recommended. The Owner shall give the Contractor immediate written notice stating the reasons for such action.

13.1.6 In compliance with NRS 338.160, the Owner shall authorize progress payments of the amount due under the Contract at the end of each calendar month, or as soon thereafter as practical, to the Contractor if the Contractor is satisfactorily performing the Contract and the Owner has not been required to withhold payment to the Contractor in accordance with NRS 338.160(5).

13.1.7 Except as otherwise provided in NRS 338.170, the Contractor shall disburse money paid to him pursuant to NRS 338.170, including any interest which he receives, to his Subcontractors and suppliers within fifteen (15) days after he receives the money, in direct proportion to the subcontractor's and supplier's basis (including payments of interest on amounts withheld) in the total Contract between the Contractor and the Owner.

13.2 **Substantial Completion.** When the Contractor considers the entire Work substantially complete, the Contractor shall notify the Owner in writing that the entire Work is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Owner's Representative issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Owner and the Contractor shall make an inspection of the Work to determine the status of completion. If the Owner does not consider the Work substantially complete, the Owner shall notify the Contractor in writing giving its reasons therefore. If the Owner considers the Work substantially complete, the Owner's Representative shall prepare and deliver a tentative certificate of Substantial Completion which shall fix the Date of Substantial Completion. The Owner's Representative shall attach thereto a tentative list of items to be completed or corrected before final payment.

13.2.1 At the time of delivery of the tentative certificate of Substantial Completion, Owner's Representative shall deliver to the Contractor a

written recommendation as to division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties.

- 13.3 **Partial Utilization.** Use by the Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the Owner and the Contractor agree constitutes a separately functioning and useable part of the Work that can be used by the Owner without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.3.1 The Owner at any time may request the Contractor in writing to permit the Owner to use any such part of the Work which the Owner believes to be ready for its intended use and substantially complete. If the Contractor agrees, the Contractor shall certify to the Owner that said part of the Work is substantially complete and request the Owner's Representative to issue a certificate of Substantial Completion for that part of the Work. The Contractor at any time may notify the Owner in writing that the Contractor considers any such part of the Work ready for its intended use and substantially complete and request the Owner's Representative to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the Contractor and the Owner's Representative shall make an inspection of that part of the Work to determine its status of completion.

13.3.2 The Owner may at any time request the Contractor in writing to permit the Owner to take over operation of any such part of the Work although it is not substantially complete. The Contractor and the Owner's Representative shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. The Owner's Representative shall list any additional work which shall be completed or corrected and deliver such list to the Contractor and shall recommend any division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work. Prior to Substantial Completion of such part of the Work, the Owner shall allow the Contractor reasonable access to complete or correct items on said list and to complete other related Work.

- 13.4 **Final Inspection.** Upon written notice from the Contractor that the Work or an agreed portion thereof is complete, the Owner shall make a final inspection of the Work and shall notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

- 13.5 **Final Application for Payment.** After the Contractor has completed all Work to the reasonable satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after the Owner's Representative has indicated that the Work is acceptable, the Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, except to the extent they have been previously delivered, together with complete and legally effective releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a Bond or other collateral satisfactory to the Owner to indemnify the Owner against any lien.
- 13.6 **Contractor's Continuing Obligation.** Neither recommendation of any progress or final payment by the Owner, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of any notice of acceptability, nor any correction of defective Work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.
- 13.7 **Waiver of Claims.** The Owner's making and the Contractor's acceptance of final payment shall constitute a waiver of all claims by the Owner against the Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein. The Owner's making and the Contractor's acceptance of final payment shall not constitute a waiver by the Owner of any rights in respect of the Contractor's continuing obligations under the Contract Documents, nor a waiver of those claims previously made in writing and still unsettled.
- 13.8 **Contract Times and Liquidated Damages.**
- 13.8.1 The Owner and the Contractor recognize that time is of the essence for the performance of the Contractor's obligations pursuant to this Contract, that

Work under other contracts is dependent on timely and satisfactory completion of the Work, and that the Owner will suffer financial loss if the Work is not completed within the time specified in the Contract Document, plus any extensions thereof. Nothing in this or any other ‘time is of the essence’ provision shall be construed as affecting any cure periods specifically set forth in the applicable Contract Documents and Owner must comply with the termination provisions of this Contract in order to terminate it. They also recognize that losses incurred by the Owner for delay would be extremely difficult or impossible to calculate or ascertain. The Owner and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay, but not as a penalty, the Contractor shall pay the Owner the amounts as indicated below for each day that expires after the time specified for each milestone.

- 13.8.1.1 In case of joint responsibility for delay in the completion of the Work, where two or more separate contracts are in force at the same time and cover work at the same site, liquidated damages assessed against any one contractor shall be based upon the individual responsibility of that contractor for the delay as determined by, and in the reasonable judgment of Owner.
- 13.8.1.2 The Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor hereunder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.
- 13.8.1.3 Contract Times and Liquidated Damages for each calendar day that each milestone is not met are as follows:

Milestone	Date	Liquidated Damages (Per Day)
Mobilization (Switchyard Pad and Fence)	September 13, 2024	\$5,000.00
Mobilization (Switchyard and Transmission Line Construction)	September 13, 2024	\$5,000.00
Substantial Completion (Switchyard and Transmission Line)	December 1, 2025	\$5,000.00
Switchyard Energization	December 8, 2025	\$5,000.00
Final Completion	December 22, 2025	\$5,000.00

Liquidated Damages shall be assessed on each milestone separately until that milestone is completed.

- 13.8.2 When the Contractor is in default for nonperformance within the stipulated Contract Times including any intermediate Milestone Dates, the Owner's Representative shall notify the Contractor in writing within 30 days after the Contract Times or intermediate Milestone Date, and deduct the liquidated damages in the amount stated from any monies due the Contractor. The deductions of liquidated damages shall be in addition to any retainage withheld and shall be non-reimbursable.
- 13.8.3 The Owner shall have no obligation to credit liquidated damages to the Contractor for any Work completed ahead of schedule. Liquidated damages are solely for deduction from money due or to become due for delays in the completion of the Work. Notwithstanding anything to the contrary, the parties agree that the aggregate liability for delay or liquidated damages shall not exceed, ten percent (10%) of the Contract Price. Notwithstanding anything to the contrary, the assessment of any such delay or liquidated damages shall be Owner's exclusive remedy and Contractor's sole liability for delay caused by Contractor.

14. Suspension of Work, Termination.

- 14.1 **Owner May Suspend Work.** The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than one hundred and twenty (120) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore.
- 14.2 **Owner May Terminate.** The Owner may terminate this Contract upon the occurrence of any one or more of the following events:
 - 14.2.1 the Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
 - 14.2.2 a petition is filed against the Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency and is not dismissed within sixty (60) days;

- 14.2.3 the Contractor makes a general assignment for the benefit of creditors;
 - 14.2.4 a trustee, receiver, custodian, or agent of the Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors;
 - 14.2.5 the Contractor admits in writing an inability to pay its debts generally as they become due;
 - 14.2.6 the Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule);
 - 14.2.7 the Contractor disregards Laws or Regulations of any public body having jurisdiction over the Work; or
 - 14.2.8 the Contractor violates any provisions of the Contract Documents in any substantial way.
- 14.3 The Owner may, after giving the Contractor, and the surety, seven (7) days' written notice of the Owner's intention to terminate the services of the Contractor, exclude the Contractor from the Site and take possession of the Work and use the same to the full extent they could be used by the Contractor, without liability to the Contractor for trespass or conversion, incorporate in the Work all Equipment and Materials stored at the Site or for which the Owner has paid the Contractor but which are stored elsewhere, and finish the Work as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order. When exercising any rights or remedies under this paragraph, the Owner shall not be required to obtain the lowest price for the Work performed.
- 14.4 Where the Contractor's services have been terminated by the Owner, the termination shall not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to the Contractor by the Owner shall not release the Contractor from liability.

- 14.5 The Owner may, without cause and without prejudice to any other right or remedy, upon seven days' written notice to the Contractor, elect to abandon the Work and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which shall include, but not be limited to, direct, indirect, and consequential costs.
- 14.6 **Contractor May Stop Work or Terminate.** If, through no act or fault of the Contractor, the Work is suspended for a period of more than one hundred and twenty (120) days by the Owner or under an order of court or other public authority, or the Owner fails for sixty (60) days to pay the Contractor any sum due, then the Contractor may, upon seven (7) days' written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the Owner has failed to make any payment when due, the Contractor may upon seven (7) days' written notice to the Owner stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Owner.

15. Resolution Of Disputes.

- 15.1 Controversies arising out of this Contract must be resolved pursuant to the jurisdiction and substantive law of the courts of competent jurisdiction of the State of Nevada, or upon the concurrence of the Parties, in accordance with and pursuant to the procedures of the Uniform Arbitration Act of 2000, NRS 38.206 through 38.248.
- 15.2 No demand for arbitration of any such claim, dispute, or other matter, that involves any report, submittal or referral required by the Contract Documents to be made to the Owner for review, approval or consideration, shall be made until the Owner has reported in writing to the Contractor regarding such review, approval or consideration or Owner fails to respond to such report, submittal or review within thirty (30) days of Contractor's submittal. Nor shall such a demand be made later than thirty (30) days after such written report is made.
- 15.3 The Contractor shall carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by the Contractor and the Owner in writing and provided Owner continues to comply with its payment obligations hereunder.

16. Miscellaneous.

- 16.1 **Giving Notice.** Whenever any provision of the Contract Documents requires the giving of written notice the notice shall be dated and signed by the party giving

such notice or his duly authorized representative. The notice shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by fax (with oral verification of receipt followed by mailing of the original), or if delivered by overnight delivery, or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. For the purposes of the various notice requirements contained in the Contract Documents, notice shall be deemed given on the date it is personally delivered, one day after it is sent by overnight mail, three days after the date it is mailed, as evidenced by the postmark or if such notice is given by facsimile transmission, as provided herein, it shall be deemed served immediately upon receipt of transmission if transmitted during normal business hours or, if not transmitted during normal business hours, on the next business day following facsimile transmission.

- 16.2 **Computation of Time.** When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day will be omitted from the computation.
- 16.3 **Notice of Claims.** Should the Owner or the Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 16.4 **Cumulative Remedies.** Except as otherwise provided herein, the duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Contract.
- 16.5 **Governing Law and Venue.** The Contract Documents shall be governed and interpreted in accordance with the laws of the State of Nevada. The Contractor hereby agrees and consents to the exclusive jurisdiction of the courts of the State of Nevada, and that venue of any action brought hereunder shall be in Clark County, Nevada.

- 16.6 **Taxes.** The Contractor must promptly pay all taxes that are lawfully assessed against the Contractor in connection with the Work. The Owner is exempt from sales tax pursuant to a ruling and determination of the attorney general of the State of Nevada.
- 16.7 **Unemployment Compensation.** The Contractor must at all times comply with the requirements of Nevada Revised Statutes (“NRS”) chapter 612 (Unemployment Compensation).
- 16.8 **Discrimination.** The Contractor shall not, during its performance of the Contract, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or age, including, but not limited to, the following: employment, upgrading, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall insert or incorporate this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by the subcontractor constitutes a material breach of the Contract.
- 16.9 **Assignment of Contract.** The Contractor shall not assign or otherwise transfer its rights or obligations under the Contract without the prior written approval of the Owner. This Contract inures to the benefit of and is binding upon the respective successors and assigns of the Parties to the Contract but any assignment or other transfer of the Contract does not relieve the Parties of any obligation hereunder.
- 16.10 **Severability.** Should any provision of the Contract Documents for any reason be declared invalid or unenforceable by final and applicable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if the Contract Documents had been executed without the invalid portion. In the event any provision of the Contract Documents is declared invalid, the Parties shall promptly renegotiate to restore the Contract as near as possible to its original intent and effect.
- 16.11 **Survival.** Any provision of the Contract Documents that expressly or by implication comes into or remains in force following the termination or expiration of the Contract survives the termination or expiration of the Contract.
- 16.12 **Article Headings.** The article headings in the Contract Documents are included only for convenience and reference and the Parties intend that they be disregarded in interpreting the Contract Documents.
- 16.13 **Waiver.** Either of the Parties shall have the right to excuse or waive performance by the other Party of any obligation under the Contract by a written notice signed by the Party so excusing or waiving. No delay in exercising any right or remedy

shall constitute a waiver thereof, and no waiver by either Party of the breach of any covenant of the Contract shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of the Contract.

EXHIBIT B

AMENDMENT NO. 2 TO

BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS

CONTRACT NO. CRCBF-14

EXHIBIT B

Change Order #	Date	Change Order Description	Change Order Amount
1	8/15/2025	Structural Steel Increase from 130,186 lbs to 202,769 lbs Increase of 797 Man hours @ \$148/Hour (Blended Rate)	\$117,960.61
2	8/18/2025	Addition of electric equipment from IFB to IFC Revision Redesign of 86 Pieces to 145 Pieces of Equipment Increase of 1,453 Man hours @ \$148/Hour (Blended Rate) Equipment Hour Increase of 1,453 @ \$32/Hour Surge arrestors increase from 11 to 14 (\$7,314 ea) 1,272 KCMIL 61 strnd AAC from 1620 to 1850 (230 lf @ \$106.47/lf) 5" Sch 80 Alum bus from 813 to 1,850 @ \$198.96 per foot 2.5" Sch 40 Alum bus for A Frames from 312 to 750 Static Wire 1/2" EHS from 900 to 750 230 kV Ckt Bkr 300A gassing from 3 to 4	\$215,044.00 \$46,496.00 \$21,941.00 \$24,488.24 \$206,321.52 \$10,222.92 (\$842.40) \$12,244.80 \$535,916.08
3	8/18/2025	Above Grade Conduit Increase Increase of 37 Man hours @ \$148/Hour (Blended Rate) 2" Flex Conduit Increase from 30 to 85 lf @ \$62.40 per lf 4" Rigid Conduit Increase from 45 lf to 97 lf @ \$85.49 per lf	\$5,476.00 \$3,432.00 \$4,445.94 \$13,353.94
4	8/15/2025	Power and Control Cable Increase from Revision Increase of Man hours from 696 to 959 @ \$148/hr Control Wire Increase from 2,670 lf to 3,318 lf @ \$21.59 per foot Terminations Increase from 876 to 1,320 @ \$30.84 ea Termination Materials Increase 444 @ \$2.50 ea ADSS Fiber increase from 1,260 lf to 1,375 lf @ \$2.07 per foot	\$34,928.00 \$13,987.51 \$13,690.74 \$1,110.00 \$255.34 \$63,971.59
5	8/15/2025	Lighting Changes from 195W to 349W Lights 13.95 man hours increase @ \$148/hr	\$2,064.96
6	8/18/2025	Added 2" Conduit Runs for Auxillary Switches Increase of 190 Man hours @ \$148/Hour Equipment Hour Increase of 190 @ \$32/Hour Conduit, bends and fittings Ground grid repair materials	\$28,120.00 \$6,080.00 \$8,800.00 \$7,910.92 \$50,910.92
7	8/18/2025	Temporary Power for 6 Months Sept 15 - March 15 Temp Power for Control House Hook up and Ground Temp Power 40 Man hours @ \$148/hr	\$53,588.91 \$5,920.00 \$59,508.91
8	8/15/2025	Added T Line Foundations with Townsite II Ckt Addition Added 900 Labor Hours @ \$172.22 per hour Added 900 Equipment Hours @ \$65 per hour Rebar Increase 180 cy @ \$205 per cy Concrete Increase 180 cy @ \$220 per cy Framing Materials 180 cy @ \$75 per cy Concrete waste and wash out facilities	\$154,998.00 \$46,800.00 \$36,900.00 \$39,600.00 \$13,500.00 \$16,230.00 \$308,028.00

EXHIBIT B

Change Order #	Date	Change Order Description	Change Order Amount
9	8/15/2025	Added Structural Steel for Townsite II Ckt Addition Added Structural Steel 4 each dead end poles Each dead end pole 82.5 hrs at \$172.22 per hour Increase of 330 Man Hours @ \$172.22 per hour Equipment Hour Increase of 330 @ \$65.00 per hour	\$56,832.60 \$21,450.00 \$78,282.60
10	8/18/2025	Added Conductor for Townsite II Ckt Addition Increase Man Hours by 700 for 22.55 kft @ \$172.22 per hour Equipment Hour Increase of 700 @ \$65.00 per hour	\$125,892.82 \$47,515.00 \$173,407.82
11	8/18/2025	Added OPGW for Townsite II Ckt Addition Increase Man Hours by 237 for 7.55 kft @ \$172.22 per hour Equipment Hour Increase of 237 @ \$65.00 per hour	\$55,971.50 \$21,125.00 \$77,096.50
12	8/15/2025	Control House Addition of the Townsite Panel and Modifications	\$283,486.00
13	8/15/2025	Control House Damage from Vandals	\$225,000.00
14	11/4/2025	De Mobilization and Re Mobilization De Mob Crew T Line Re Mob Crew T Line De Mob Crew Electrical Re Mob Crew Electrical Control House Generator Jan 1 '26 to June 31 '26 Wire and cable for Generator Fuel for Generator Labor to Fuel Generator - 2 hrs 2x week @ \$122.4/hr Storage Conex E Cam Security - 6 months SWWP cost - 6 months Office Trailer Overhead and Profit @ 15%	\$8,729.00 \$8,729.00 \$15,999.47 \$15,999.47 \$11,340.00 \$774.00 \$11,293.95 \$12,607.20 \$2,967.00 \$9,930.00 \$12,072.00 \$7,820.46 \$17,698.73 \$135,960.28
15	11/5/2025	Added Grounding, Conduit, and Piers for Security 4 ea piers with rebar cage and anchor bolts Provide and place 1400 lf of 1" Sch 40 conduit and PVC bends Trenching and Backfill for 1" conduits 690 lf Sand for conduit shading Spoils haul off Grounding for 4 each piers and 1 each 7' tail at each pier	\$81,000.00
Change Order Total			\$2,205,948.21

EXHIBIT B



CHANGE ORDER

CO #17

Contractor: Summit Line Construction, Inc.

Change Order No.: 17

Project: CRC Boulder Flats Substation

Date: 6/25/2026

Date of Contract: 6/5/2024

Description of Work:

Added cost for job durations July 1 through Oct 31st

Control House Generator July 1-Oct 31 2026 4 Months
Wire and cable for control house generator 4 Months
Fuel For Control House Generator 45 Gallons 3x per week 53 Fueling
Labor to Fuel Generator 3 times per week 2 Hours per fueling
Storage Conex 2 each at 4 months
E Cam Security x 4 months
SWWP cost for Substation July 1 - Oct 31

Contract Price Adjustment: Pursuant to this Change Order, the following Contract price adjustment is hereby incorporated:

Change Order No.: 17

\$66,446.60

Total Change per this Order

\$66,446.60

Summit Line Construction, Inc Initials _____

Customer's Name Here _____

SUMMIT LINE CONSTRUCTION, INC.

CUSTOMER NAME

By _____
Authorized Signature

By _____
Authorized Signature

Name Filip Williams

Name _____

Title P.M.

Title _____

Date _____

Date _____

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CHANGE ORDER SUMMARY

Cost to finish Job facility related

Change Order #	Date	Change Order Description	Change Order Amount
		Control House Generator July 1-Oct 31 2026 \$1890 per month x 4 Months	\$ 7,560.00
		Wire and cable for control house generator \$129.00 Per month x 4 Months	\$ 516.00
		Fuel For Control house Generator 45 Gallons 3x per week 53 Fuelings	\$ 12,521.25
		Labor to Fuel Generator 3 times per week 2 Hours per fueling 53 Fuelings @ 122.40 blended rate	\$ 12,974.40
		Storage Conex 2 each at 224.75 each = \$449.50 x 4 months	\$ 1,798.00
		E Cam Security \$1655.00 per month x 4 months	\$ 6,620.00
		SWWP cost for Substation \$2012.00 x July 1 - Oct 31	\$ 15,790.00
		Overhead and Profit @ 15%	\$ 8,666.95
			\$ 66,446.60



CHANGE ORDER

CO #18

Contractor: Summit Line Construction, Inc.

Change Order No.: 18

Project: CRC Boulder Flats Substation

Date: 6/25/2026

Date of Contract: 6/5/2024

Description of Work:
Concrete rail for North and East sides of the control house.

Contract Price Adjustment: Pursuant to this Change Order, the following Contract price adjustment is hereby incorporated:

Change Order No.: 16 \$6,210.00

Total Change \$6,210.00

Summit Line Construction, Inc Initials _____

Customer's Name Here _____

By _____
Authorized Signature

Name Filip Williams

Title P.M.

Date _____

By _____
Authorized Signature

Name _____

Title _____

Date _____

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CHANGE ORDER SUMMARY

Change Order #	Date	Change Order Description	Change Order Amount
18	6/25/26	Concrete K rail around N side of Control House	\$ 5,000.00
	6/25/26	Delivery	\$ 400.00
		Overhead and Profit @ 15%	\$ 810.00
			\$ 6,210.00

As North America's largest supplier of Specialized Trench Safety Solutions and safety training, United Rentals is your single source for all your underground needs.



IMPROVE SAFETY
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- Mega Brace
- Beam & Plate Shoring
- Steel Sheeting & Bracing
- Aluminum Hydraulic Shores
- Waler Systems

Trench Shielding

- Aluminum Hydraulic Shoring
- Modular Aluminum Panel Shields
- Steel Trench Shielding
- Steel Manhole Shields
- Arch Spreaders
- Slide Rail Systems



SALE QUOTATION

Contact:	Filip Williams
Company:	Summit Line Construction LV
Contact #:	702-830-3469
Email:	frwilliams@summitlineconstructions.com
Project:	Barrier Quote
Date:	6/25/26

Our Mission: We endeavor to be the nation's leader in the rental, service and sales of trench safety equipment and other specialty products for the underground construction industry.

Quantity	Model #	Description	Unit Price	Extended Price
4.00		12.5' Concrete Barriers (mint condition)	\$	1,250.00
1.00		Delivery	\$	400.00
Transportation:				
			Total	\$ 5,400.00

Additional Notes

Price is without tax.

Terms and Conditions of Quotation

*This is not a rental agreement. The rental of equipment and any other items listed above is subject to availability and acceptance of the terms and conditions of United's rental agreement, which must be signed prior to or upon delivery of the equipment and other items.

*No rental payment shall be applied to any sales purchase.

*Freight will be charged FOB Origination unless otherwise stated.

*This proposal may be withdrawn if not accepted within 30 days.

*Proposal does not include state or local taxes.

Customer Acceptance of Quotation

Customer Approval

Date _____

Payment Method

Purchase Order Number (If applicable)

800.UR.RENTS - UnitedRentals.com/trench

Quotation Provided By:

Zack Lumly - Sales Rep
2930 Marco St.
Las Vegas, NV 89115
Cell 702-343-8919
Office 702-642-1410

All pricing is based upon system demands and turn-around time discussed. I appreciate the opportunity to quote this project and look forward to working with you on it. Please contact me if I can provide clarification, additional information or help any other way with this quotation.



CHANGE ORDER

CO #19

Contractor: Summit Line Construction, Inc.

Change Order No.: 19

Project: CRC Boulder Flats Substation

Date: 6/26/2026

Date of Contract: 6/5/2024

Description of Work:

Relocate Breaker from Newport to Boulder Flats

Contract Price Adjustment: Pursuant to this Change Order, the following Contract price adjustment is hereby incorporated:

Change Order No.: 18

\$11,635.07

Total Change per this Order	\$11,635.07
------------------------------------	--------------------

Summit Line Construction, Inc Initials _____

Customer's Name Here _____

SUMMIT LINE CONSTRUCTION, INC.

CUSTOMER NAME

By _____
Authorized Signature

Name Filip Williams

Title P.M.

Date 8/15/2025

By _____
Authorized Signature

Name _____

Title _____

Date _____

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CHANGE ORDER SUMMARY

Relocate From Breaker From New Port to Boulder Flats

Change Order #	Date	Change Order Description	Change Order Amount
18		Labor	\$ 6,679.76
		Equipment	\$ 3,437.69
		Overhead and Profit @ 15%	\$ 1,517.62
			\$ 11,635.07

**Job #**

Change Order: 18

Date: June 26, 2026

Description: Load, Transport and Unload breaker at Newport Sub and unload at Boulder Flats

[illegible]

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF JULY 14, 2026**

SUBJECT: *For Possible Action:* Consideration of an application from Southern Nevada Water Authority and Titanium Metals Corporation requesting approval of a change to the holder of an entitlement to appropriate water from the Colorado River pursuant to NRS 538.171 and NRS 538.181.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION: the Commission approve the application for the transfer.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background

TIMET holds an entitlement to Colorado River water pursuant to a contract with the United States Department of the Interior, Bureau of Reclamation, under Contract No. 14-06-300-2083, dated September 18, 1969, as amended (1969 Section 5 Water Delivery Contract).

TIMET historically received water through Basic Water Company (BWC). However, in 2022, Lake Mead dropped below BWC's intake pipe, and BWC was no longer able to provide water to the Basic Management Complex. BWC subsequently filed for bankruptcy.

In the BWC bankruptcy proceeding, BWC assigned its water contracts to TIMET's affiliate, Henderson WC, LLC (HWC). However, HWC has not restored direct water service to TIMET.

To ensure continued water delivery, TIMET, Southern Nevada Water Authority (SNWA), and the Las Vegas Valley Water District (LVVWD) have entered an "Agreement Relating to Colorado River Contract Rights Owned by Titanium Metals Corporation," or referred to as the "Water Assignment Agreement."

Under the Water Assignment Agreement, TIMET will assign 910 acre-feet of its entitlement to SNWA, and LVVWD will authorize the City of Henderson to provide water service to TIMET's service area.

The Commission has authority under NRS and NAC Chapters 538 to approve changes in holders of Colorado River water entitlements. It is anticipated that, following the Commission's approval of the application, the Bureau of Reclamation will amend the 1969 Section 5 Water Delivery Contract to reduce TIMET's entitlement by 910 acre-feet and will amend SNWA's contract to increase its entitlement by the same amount, while retaining TIMET's priority date.

B. Staff recommendation

Staff recommend approving the transfer requested in accordance with the draft order.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF JULY 14, 2026**

Eric Witkoski
Executive Director
Colorado River Commission of Nevada
100 North City Parkway, Suite 1100
Las Vegas, Nevada 89106

Re: APPLICATION FOR RECOMMENDATION TO APPROVE ADJUSTMENTS TO
CERTAIN NEVADA SECTION 5 CONTRACT ENTITLEMENT HOLDERS

This Application for Recommendation to Approve Adjustments to Certain Nevada Section 5 Contract Entitlement Holders (Application) is filed jointly by the Southern Nevada Water Authority and Titanium Metals Corporation (successor in interest to Titanium Metals Corporation of America) pursuant to NRS 538.171(2), NRS 538.181, and NAC 538.075 to 538.330, inclusive, in connection with the enclosed Agreement Relating to Colorado River Contract Rights Owned by Titanium Metals Corporation (Water Agreement) by and between Titanium Metals Corporation (TIMET), the Las Vegas Valley Water District (LVVWD), and the Southern Nevada Water Authority (SNWA).

In summary, the Water Agreement provides, among other things, that in exchange for LVVWD authorizing water service to TIMET by the City of Henderson within LVVWD's Service Territory, TIMET will assign 910 acre-feet of TIMET's water rights under Bureau of Reclamation (BOR) Contract No. 14-06-300-2083 to SNWA, pursuant to the Water Agreement's terms. To effect the transaction, BOR has indicated it will, upon receiving a favorable recommendation from the Colorado River Commission of Nevada, draft the appropriate assignment documents, reduce TIMET's ownership of Contract No. 14-06-300-2083 by 910 acre-feet, and increase SNWA's BOR Contract 2-07-30-W0266 by an equivalent amount while maintaining the priority date of the TIMET contract.

The transaction complies with the criteria in NRS 533.370. The transaction does not violate the anti-speculation doctrine now applied through NRS 533.370 public interest analysis as set forth in Bacher vs. State Engineer, 146 P.3d 793 (Nev. 2006). Furthermore, because the contemplated diversion works have been constructed for many years and the beneficial uses at TIMET's facilities are all existing (NRS 533.370(1)(c)(1)), the only remaining criteria is whether the transaction threatens to prove detrimental to the public interest (NRS 533.370(2)). As TIMET is already using its own water rights for existing purposes, the transaction is very much in the public interest.

Please let us know if you have any questions.

Respectfully submitted,

SOUTHERN NEVADA WATER AUTHORITY TITANIUM METALS CORPORATION

By: Gregory J. Walch
Gregory J. Walch (Jun 18, 2026 15:20:59 PDT)

Name: **Gregory J. Walch**

Title: **General Counsel**

Date: Jun 18, 2026

By: Ruth Beyer

Name: **Ruth Beyer**

Title: **Senior vice president and GC**

Date: Jun 18, 2026

Timet Recommendation Application - Final for Signature

Final Audit Report

2026-06-18

Created:	2026-06-17
By:	Trish Daws (dawsp@lvvwd.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-I-PMw3wO7pTgs020kXmzjKBMEb1ifn4

"Timet Recommendation Application - Final for Signature" History

-  Document created by Trish Daws (dawsp@lvvwd.com)
2026-06-17 - 11:39:22 PM GMT - IP address: 205.159.86.10
-  Document emailed to Ruth Beyer (rbeyer@precastcorp.com) for signature
2026-06-17 - 11:42:33 PM GMT
-  Email sent to Bradley Herrema (bherrema@bhfs.com) bounced and could not be delivered
2026-06-17 - 11:42:40 PM GMT
-  Email viewed by Ruth Beyer (rbeyer@precastcorp.com)
2026-06-17 - 11:42:53 PM GMT - IP address: 3.216.152.79
-  Document e-signed by Ruth Beyer (rbeyer@precastcorp.com)
Signature Date: 2026-06-18 - 2:40:24 PM GMT - Time Source: server- IP address: 73.240.206.235 - Signature Appearance Selected: MOBILE_IMAGE
-  Document emailed to greg.walch@lvvwd.com for signature
2026-06-18 - 2:40:28 PM GMT
-  Email viewed by greg.walch@lvvwd.com
2026-06-18 - 6:35:21 PM GMT - IP address: 172.225.88.172
-  Signer greg.walch@lvvwd.com entered name at signing as Gregory J. Walch
2026-06-18 - 10:20:57 PM GMT - IP address: 24.234.61.60
-  Document e-signed by Gregory J. Walch (greg.walch@lvvwd.com)
Signature Date: 2026-06-18 - 10:20:59 PM GMT - Time Source: server- IP address: 24.234.61.60 - Signature Appearance Selected: TYPE



✓ Agreement completed.
2026-06-18 - 10:20:59 PM GMT



Adobe Acrobat Sign

EXHIBIT B

AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY TITANIUM METALS CORPORATION

This Agreement Relating to Colorado River Contract Rights Owned by Titanium Metals Corporation (“Agreement”), is made and entered into as of the Effective Date (as such term is defined below) by Titanium Metals Corporation, a Delaware corporation, (successor-in-interest to Titanium Metals Corporation of America) (“TIMET”), the Las Vegas Valley Water District, a political subdivision of the State of Nevada (“LVVWD”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“SNWA”), and together with TIMET and LVVWD, the “Parties”).

RECITALS

- A. LVVWD is statutorily authorized to distribute potable water within a service area that includes the City of Las Vegas, Nevada and portions of unincorporated Clark County, Nevada.
- B. SNWA is engaged in the acquisition, treatment, and wholesale distribution of water to water utilities in Clark County, Nevada, including, without limitation, LVVWD and the City of Henderson, Nevada (“City”).
- C. TIMET operates a titanium metal melting and processing facility within the Black Mountain Industrial Complex (“BMI Complex”).
- D. City, a municipal corporation in Clark County, operates a public water system serving properties within its incorporated city boundaries as well as certain properties in unincorporated Clark County.
- E. The BMI Complex is an island of unincorporated Clark County, Nevada, completely enclosed within the contiguous boundary of City. As of the Effective Date, the industrial entities located within the BMI Complex (the “Producing Companies”) are (1) TIMET, (2) EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation), (3) Lhoist North America of Arizona Inc., an Arizona corporation, (successor-in-interest to The Flintkote Company), and (4) Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products (successor-in-interest to Stauffer Chemical Company).
- F. Since the 1950s and until approximately July 1, 2022, Basic Water Company (“BWC”) along with Basic Water Company SPE 1, LLC (“SPE”) and their predecessors (collectively “Basic”), were engaged in the delivery of Colorado River water under the United States Department of Interior and Bureau of Reclamation Contract No. 14-06-300-2083, dated September 18, 1969, as amended (“1969 Water Rights Agreement”). BWC, The Producing Companies (or their predecessors in interest), the Colorado River Commission of Nevada (“CRC”), and the United States Bureau of Reclamation (“BOR”) are all signatories to the 1969 Water Rights Agreement.

- G. The 1969 Water Rights Agreement authorized Basic to divert Colorado River water through Basic's intake facility at Saddle Island on Lake Mead, which was then conveyed through approximately 16.6 miles of pipelines and associated water infrastructure ("Basic Water Infrastructure") and redelivered to the Producing Companies, including TIMET.
- H. In June 2022, in response to decreasing water levels at Lake Mead and Basic's failure to modify the Basic Water Infrastructure prior to that time to enable its continued operation, LVVWD and City executed an Interlocal Agreement (LVVWD Agreement No. 010231.0, dated June 23, 2022, "2022 ILA") authorizing City to temporarily supply potable water to Basic, with Basic then distributing this water to the BMI Complex service area for the Producing Companies, while Basic, the Producing Companies, SNWA, LVVWD, and City evaluated long-term solutions.
- I. Concurrent with the signing of the 2022 ILA, City and Basic executed the 2022 Water Service Contract (City contract number #26526, dated June 13, 2022, and subsequently amended on December 5, 2022) ("Water Service Agreement"). The Water Service Agreement authorized Basic to receive temporary potable water service from City. Basic would then redeliver the water to the Producing Companies, Nevada Environmental Response Trust ("NERT"), and Saguaro Power Company, A Limited Partnership whose assets were thereafter acquired by Nightpeak Energy and branded Saguaro Power ("Saguaro"), for use in the BMI Complex service area. Water supplied under the Water Service Agreement is used for the Producing Companies' industrial needs, Saguaro's industrial operations, NERT's remediation activities, and to meet fire protection and sprinkler system needs.
- J. On or about July 1, 2022, the surface elevation of Lake Mead fell below the operational level of Basic's intake. The Basic Water Infrastructure failed, and Basic terminated delivery of raw water to the Producing Companies. Subsequently, after the Producing Companies paid SNWA's standard connection fees, City began providing temporary potable water service to Basic under the 2022 Water Service Agreement for redelivery to the Producing Companies.
- K. On September 10, 2022, BWC and SPE, citing lost revenue from raw water sales impacting their ability to meet debt obligations, each filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Nevada (Case Nos. BK-22-13252-MKN and BK-22-13253-MKN, respectively). These cases were later administratively consolidated by the court. Both companies sought to sell their assets, including the Basic Water Infrastructure, through their Chapter 11 plan.
- L. Basic's confirmed Chapter 11 plan calls for Basic to sell all its assets, including but not limited to the Basic Water Infrastructure, real property, right-of-way grants, easements, and assignment of certain state of Nevada and federal contracts (including the 1969 Water Rights Agreement), to Precision Castparts Corp. ("Precision"), the parent company of TIMET, or Precision's assignee, Henderson Water Company, LLC ("HWC"). The bankruptcy court entered an order approving that plan on October 20, 2023, and the sale to Precision occurred in November 2023.

- M. Subject to the terms of this Agreement and in accordance with the terms of a Permanent ILA (as defined in Section 1, below), LVVWD is willing to authorize City to provide water to TIMET, either directly or through HWC's Water Delivery System, to be used within the TIMET Service Area (as defined in Section 1, below).

NOW, THEREFORE, in exchange for the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1 DEFINITIONS

The following initially capitalized terms are in addition to the terms defined elsewhere in this Agreement and shall have the meanings specified below unless the context otherwise requires:

1.1 "1969 Water Rights" means Colorado River water contract rights granted to the Producing Companies by BOR pursuant to Section 5 of the Boulder Canyon Project Act through the 1969 Water Rights Agreement.

1.2 "Assigned Water Rights" means Assigned Water Rights Type 1 and Assigned Water Rights Type 2.

1.3 "Assigned Water Rights Type 1" means 900 acre-feet of TIMET's 1969 Water Rights that TIMET will convey to SNWA pursuant to this Agreement, which is the amount of TIMET's expected annual water use within the TIMET Service Area plus an amount of annual water use TIMET reasonably believes sufficient for potential expansion of its existing or future operations within the TIMET Service Area, including those of TIMET's subsidiaries, joint ventures, partnerships or tenants within the TIMET Service Area.

1.4 "Assigned Water Rights Type 2" means 10 acre-feet of TIMET's 1969 Water Rights that TIMET will convey to SNWA to hold for the benefit of TIMET pursuant to this Agreement, which is the amount of annual water use that TIMET reasonably believes sufficient for any real property that is located within the TIMET Service Area and that, after the Effective Date, the fee title to which is conveyed by TIMET to a third party.

1.5 "Effective Date" shall have the meaning ascribed to such term in Section 6.1, below.

1.6 "NRS" means Nevada Revised Statutes, as amended.

1.7 "Permanent ILA" means an interlocal agreement between LVVWD and City authorizing City to deliver water to TIMET within the TIMET Service Area for industrial and domestic purposes within LVVWD's service territory.

1.8 “Retained Water Rights” means (1) the balance of TIMET’s 1969 Water Rights retained by TIMET after assignment of the Assigned Water Rights to SNWA, and (2) any Assigned Water Rights that are reconveyed from SNWA back to TIMET as provided herein.

1.9 “SNWA Boundary” shall include the contiguous boundary of Clark County, Nevada and any other county in Nevada in which SNWA owns water rights.

1.10 “TIMET Service Area” means the parcel(s) within the BMI Complex owned by TIMET as set forth in Exhibit A.

1.11 “Transfer” or “Transferred” means TIMET’s disposition of any portion of the Retained Water Rights by any means including, without limitation, sale, lease, license, gift, foreclosure, or pledge, to any person, and also means any use of Retained Water Rights by TIMET or TIMET’s subsidiaries, joint ventures, affiliates, partnerships or tenants.

2 OBLIGATIONS OF TIMET

2.1 Assignment. Prior to the effective date of a Permanent ILA, and as a condition precedent therefore, TIMET shall assign the Assigned Water Rights to SNWA through an instrument the substance and form of which is acceptable to SNWA, CRC, and BOR, SNWA shall accept such assignment, and CRC and BOR shall approve and document the assignment.

2.2 Cooperation on Access Rights. TIMET shall cooperate in good faith with SNWA and other necessary government agencies to provide such agencies with access rights as reasonably necessary for the continuing provision of water services and deliveries.

2.3 Restrictions on the Use and Transfer of Retained Water Rights. Any Transfer shall be performed in compliance with then-existing laws, regulations, orders, determinations or the like applicable to TIMET's 1969 Water Rights. And use of any water rights Transferred within the SNWA Boundary or the service territories of its member agencies, is subject to all generally applicable SNWA or member-agency conservation-based Colorado River use restrictions (such as, for example, restrictions on use of Colorado River water for evaporative cooling, turfgrass, decorative fountains, and large swimming pools) existing as of the time of the Transfer and applicable within the place of use upon Transfer. To memorialize and give effect to the restrictions set forth herein, and as a condition precedent to the Permanent ILA and obtaining permanent water service from City, (i) TIMET agrees to bind any transferee of the Retained Water Rights to the restrictions contained herein, and (ii) the Parties shall file a memorandum or copy of this Agreement containing the foregoing restrictions with the CRC and the BOR to be maintained in files pertinent to the Retained Water Rights such that any transferee or user, or prospective transferee or user, of all or any portion of the Retained Water Rights will have constructive notice of the foregoing restrictions. Notwithstanding anything to the contrary herein, the Parties agree that any such restrictions will not apply to the use by TIMET or TIMET’s subsidiaries, joint venturers, affiliates, partnerships, or tenants of any Assigned Water Rights within the TIMET Service Area, including any Assigned Water Rights that revert to TIMET pursuant to Section 3.3, nor to Retained Water Rights used to increase the capacity of existing or historical operations within the TIMET Service Area. Provided TIMET complies with the restrictions on the Transfer described herein, SNWA and LVVWD shall not object to any such Transfer.

3 OBLIGATIONS OF SNWA AND LVVWD

3.1 Permanent ILA and Nature of Relationship between Parties. In exchange for TIMET's performance of obligations under this Agreement, SNWA and LVVWD shall make water available to TIMET by SNWA providing wholesale water service to City in accordance with this agreement, and further, LVVWD shall enter into the Permanent ILA with City for City's retail redelivery to TIMET. The Permanent ILA will provide that City has authority to serve TIMET and TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area water as a customer(s) of City in an area of unincorporated Clark County, Nevada, that would otherwise be served by LVVWD. LVVWD agrees that if City ever ceases to provide retail water service to TIMET for any reason, LVVWD will cooperate with TIMET and work to provide such retail water service within the TIMET Service Area directly to TIMET and TIMET's subsidiaries, joint, ventures, partnerships, tenants, transferees and assignees. Subject to the foregoing, TIMET acknowledges and agrees that (a) neither SNWA nor LVVWD will have any contractual or utility/customer relationship with TIMET for delivery of water to TIMET or TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area, (b) SNWA shall under no circumstances be responsible for delivering water to TIMET or TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area, and (c) neither SNWA nor LVVWD shall be liable to TIMET for any damages or losses incurred by TIMET or others occasioned by any failure of City to provide water to TIMET in a quantity or of a quality necessary for TIMET's operations or those of TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area.

3.2 License for TIMET and/or HWC Diversion and Use of Assigned Water Rights. SNWA hereby grants an irrevocable license to TIMET and HWC, as applicable, to divert from Lake Mead any portion of the Assigned Water Rights as may be authorized by BOR and to convey and use of any portion of the Assigned Water Rights for TIMET's own operations in the TIMET Service Area or those of TIMET's subsidiaries, joint ventures, partnerships or tenants within the TIMET Service Area; provided, however, that as conditions precedent for the exercise of any license rights hereunder, (i) TIMET, HWC and BOR must be able to accurately account for TIMET's and HWC's diversions and return flows, if any, through reliable metering or gauging devices, and TIMET and HWC, as applicable, must provide monthly reports of the foregoing to LVVWD and the City, (ii) TIMET shall provide not less than thirty (30) days written notice to SNWA, LVVWD, and City before undertaking any such diversions; (iii) TIMET and HWC shall comply with all federal, state and local laws and regulations regarding the diversion, use and conveyance of the Assigned Water Rights, including water quality, treatment, and cross-connection of City's municipal supply and that provided by TIMET or HWC; (iv) the amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced by the amount of the diversion; and (v) TIMET shall indemnify, defend (with counsel reasonably acceptable to LVVWD, SNWA and City), and hold harmless LVVWD, SNWA and City, and their respective agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or

arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to TIMET's or HWC's exercise of license rights hereunder.

3.3 TIMET's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to TIMET or to TIMET's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon TIMET's written notice of default, and provided SNWA does not restore such service within thirty (30) days of TIMET's written notice of default, TIMET may require that SNWA reconvey to TIMET, through an instrument the substance and form of which is acceptable to TIMET, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to TIMET, or to TIMET's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of TIMET Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event TIMET conveys its fee ownership interest in all or any portion of the TIMET Service Area to a third party that will require water service from the City, TIMET shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of TIMET. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, TIMET agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that TIMET shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If TIMET considers a sale of any portion of the Retained Water Rights, TIMET agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that TIMET has undertaken certain measures to reduce its demand for water both prior to and after TIMET paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for TIMET (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that TIMET will be refunded that portion of the RCC attributable to the volume of water TIMET will ultimately not be using as a result of its permanently reduced demand for its operations at the TIMET Service Area, as those operations exist as of the Effective Date, and that TIMET will not

be required to pay an additional RCC to convert the temporary water service to permanent water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including TIMET, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that TIMET has substantially reduced its water demands and will refund to TIMET the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, TIMET acknowledges that TIMET and/or TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the TIMET Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, TIMET may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. TIMET shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the TIMET Service Area that will foreseeably lead to an increase in TIMET's water use (or that of TIMET's subsidiaries, joint ventures, partnerships or tenants operating within the TIMET Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by TIMET and/or TIMET's subsidiaries, joint ventures, partnerships or tenants within the TIMET Service Area), TIMET shall, to the extent the Assigned Water Right Type I or II are insufficient to cover the new or expended uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expanded uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for TIMET to (a) construct improvements that enable

TIMET to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to TIMET, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with TIMET's ability or that of TIMET's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the TIMET Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, TIMET agrees to enter into an agreement with City related to City's provision of water to TIMET, either directly or through HWC's Water Delivery System, for use within the TIMET Service Area.

5 INDEMNITY

5.1 TIMET Indemnity. TIMET shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to TIMET, a TIMET subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by TIMET or a TIMET subsidiary, joint venture, partnership or tenant ("TIMET's Indemnity"). TIMET's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. TIMET shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by DocuSign and/or in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: Greg.walch@lvvwd.com

If To TIMET:

Titanium Metals Corporation
Attn: General Manager
181 N. Water St
Henderson, NV 89015

With a copy to:

Attention: PCC Legal, General Counsel's Office
Precision Castparts Corp.
5885 Meadows Road, Suite 620,
Lake Oswego, OR 97035
Email: cseber@precastcorp.com

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement,

unless otherwise specified. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:

Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: 
John J. Entsminger
General Manager

APPROVED AS TO FORM:

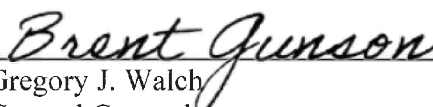

Gregory J. Walch
General Counsel

LVVWD:

Las Vegas Valley Water District,
a political subdivision of the State of Nevada

By: 
John J. Entsminger
General Manager

APPROVED AS TO FORM:


Gregory J. Walch
General Counsel

TIMET:

Titanium Metals Corporation,
A Delaware Corporation

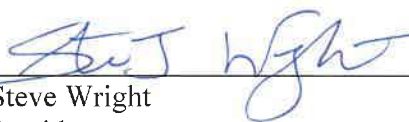
By: 
Steve Wright
President

Exhibit A

TIMET Service Area

[Attached]

X:\Survey Southern Nevada\Projects\100130204 - TIMET Boundary Survey & Easement Map\01.06.L Title Report Boundary Exhibit\100130204 TIMET Service Area EXHIBIT A.dwg

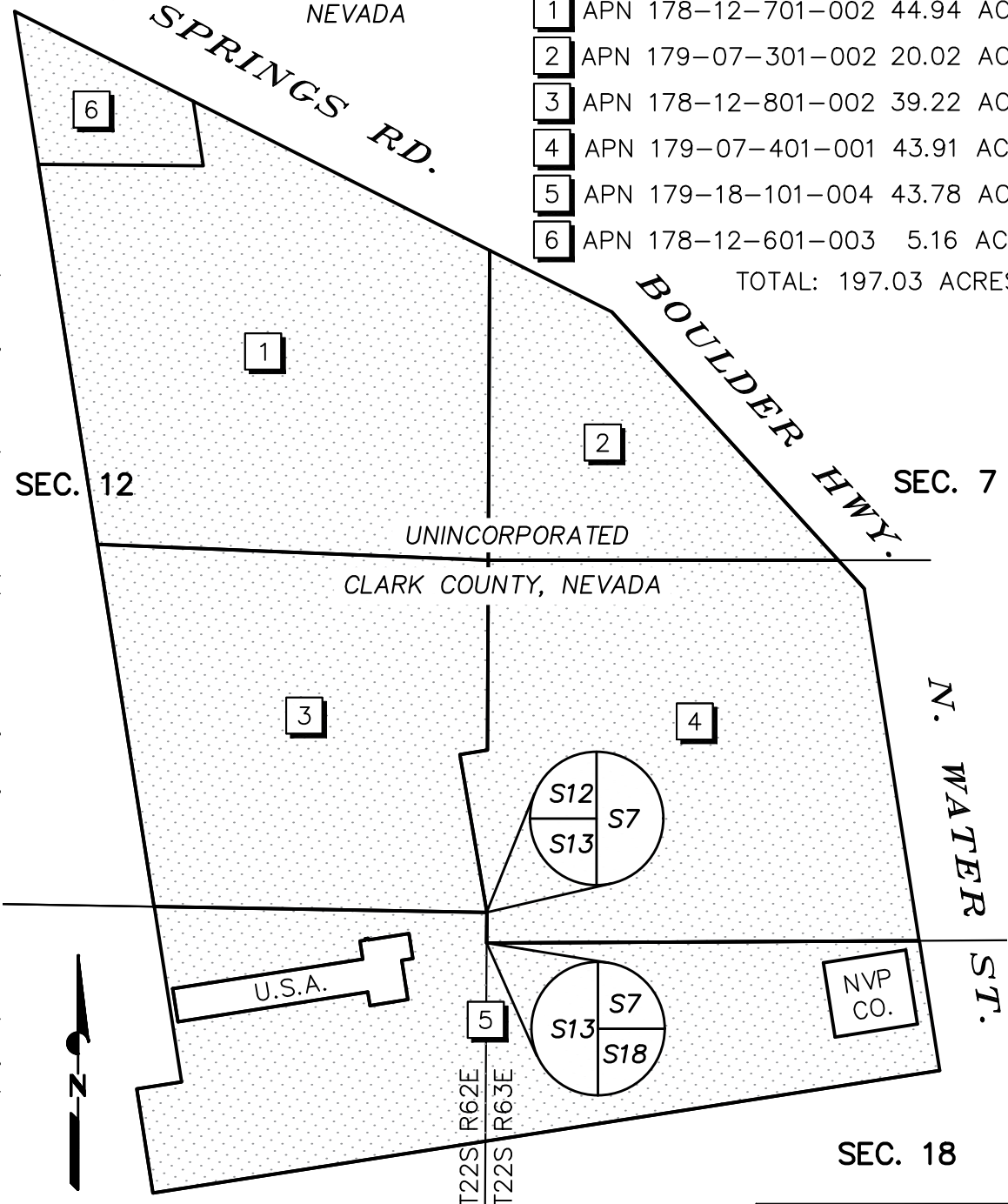
WARM SPRINGS RD.

CITY OF HENDERSON
NEVADA

6

1	APN 178-12-701-002	44.94	AC.
2	APN 179-07-301-002	20.02	AC.
3	APN 178-12-801-002	39.22	AC.
4	APN 179-07-401-001	43.91	AC.
5	APN 179-18-101-004	43.78	AC.
6	APN 178-12-601-003	5.16	AC.

TOTAL: 197.03 ACRES



SEC. 13 CITY OF HENDERSON, NEVADA

*ACREAGES ARE FROM CLARK CO. ASSESSOR DATA



EASTERLY PORTION OF THE BMI COMPLEX
TIMET SERVICE AREA

JOB NO. 100136204

SHEET NO. 1 of 1

DRAWN: JDL/JSD

CHECKED: BJK

DATE: 4/30/2026

SCALE: 1"=600'

**BEFORE THE
COLORADO RIVER COMMISSION OF NEVADA**

In the Matter Of:

**Joint Application to Change Holder
of the Entitlement to Appropriate
Water
Brought by Southern Nevada Water
Authority and Titanium Metals
Corporation**

**ORDER APPROVING CHANGE TO
SECTION 5 ENTITLEMENT HOLDER**

At a regularly called meeting of the Colorado River Commission of Nevada ("Commission") on July 14, 2026, a public hearing was held pursuant to NRS 538.171, NRS 538.181, and NAC 538.075 to NAC 538.330, inclusive to consider the Application for Recommendation to Approve Adjustments to Certain Nevada Section 5 Contract Entitlement Holders (the "Application") brought by Southern Nevada Water Authority ("SNWA") and Titanium Metals Corporation ("TIMET") (attached hereto at Exhibit A).

PRESENT: Chairwoman Puoy K. Premsrut
Vice Chairwoman Kara J. Kelley
Commissioner Marilyn Kirkpatrick
Commissioner Allen J. Puliz
Commissioner Dan H. Stewart
Commissioner Cody T. Winterton
Commissioner Steve Walton
Executive Director Eric Witkoski

I. BACKGROUND

TIMET holds an entitlement to appropriate Colorado River water pursuant to a contract with the United States Department of the Interior, Bureau of Reclamation ("Reclamation") and the Commission under Contract No. 14-06-300-2083 dated September 18, 1969 (the Contract for Delivery of Water to Basic Management, Inc.), as

amended (hereinafter “1969 Section 5 Water Delivery Contract”).¹ TIMET received its water allocation through an agreement with Basic Water Company (“BWC”) until BWC filed for bankruptcy protection in 2022. At that time, the infrastructure necessary for BWC to pump water from Lake Mead was inoperable. BWC negotiated a temporary water delivery contract with Las Vegas Valley Water Authority (“LVVWA”) to continue water service to TIMET from the City of Henderson. As part of its bankruptcy plan, BWC assigned its contracts with the Commission to Henderson WC, LLC (“HWC”), but HWC has not improved the failed infrastructure and still cannot pump water from Lake Mead to serve TIMET.

TIMET, SNWA and LVVWA are parties to that certain “Agreement Relating to Colorado River Contract Rights owned by Titanium Metals Corporation” (hereinafter, “Water Assignment Agreement”) to ensure TIMET’s future delivery of water. A copy of the Water Assignment Agreement is attached to the Application at Exhibit A. Under the Water Assignment Agreement, TIMET will assign a portion of its water entitlement to SNWA and in turn LVVWA will authorize the City of Henderson to service TIMET’s water needs. SNWA and TIMET now seek the Commission’s approval to change the entitlement holder of a portion of TIMET’s allocation to SNWA which would act as a recommendation to Reclamation to prepare the necessary transfer documents.

For good cause appearing, the Commission finds the following.

II. FINDINGS OF FACT

1. On July 14, 2026, a public hearing was held in the above-entitled matter in compliance with the provisions of the Nevada Open Meeting Law Chapter 241 of Nevada

¹ “Section 5” refers to Section 5 of the Boulder Canyon Project Act of 1928 (Public Law 70-642, 45 Stat. 1057) which governs federal contracts for water delivery from the Colorado River.

Revised Statutes (NRS), NRS 538 and Chapter 538 of the Nevada Administrative Code (NAC).

2. TIMET operates a titanium metal melting and processing facility within the Black Mountain Complex and owns real property defined as the “TIMET Service Area” attached to the Water Assignment Agreement.

3. SNWA acquires, treats and distributes water to water utilities in Clark County, Nevada.

4. Under the 1969 Section 5 Water Delivery Contract, TIMET’s water entitlement currently consists of 4,857 acre-feet per year.

5. Under the Water Assignment Agreement, TIMET agrees to transfer 910 acre-feet to SNWA and LVVWA will authorize the City of Henderson to provide water service to TIMET’s Service Area (as defined in the Water Assignment Agreement attached to the Application at Exhibit A).

6. TIMET will use approximately 900 acre-feet for its business operations, and 10 acre-feet may be used by a third-party purchaser of real property within TIMET’s Service Area.

7. The Water Assignment Agreement provides for restrictions on future transfers of the retained portion of TIMET’s water entitlement; such that the entitlement shall be subject to conservation-based Colorado River use restrictions as applicable at the time of any such future transfer.

8. SNWA holds an entitlement to appropriate Colorado River water pursuant to a contract with Reclamation and the Commission under Contract No. 2-07-30-W0266 dated March 2, 1992 (Contract with the Southern Nevada Water Authority, Nevada, for the Delivery of Colorado River Water) (hereinafter “SNWA Section 5 Water Delivery Contract”).

9. TIMET's 1969 Section 5 Water Delivery Contract will be amended to reduce TIMET's water right entitlement by 910 acre-feet, and the SNWA Section 5 Water Delivery Contract will be amended to increase SNWA's water right entitlement in the amount of 910 acre-feet with such entitlement maintaining TIMET's priority date.

10. With approval from the Commission, Reclamation will prepare the necessary amendments to the 1969 Section 5 Water Delivery Contract and SNWA Section 5 Water Delivery Contract.

11. The Commission has authority from NRS and NAC Chapters 538 to approve applications to change entitlement holders of Colorado River water.

III. FINDINGS, CONCLUSIONS AND ORDER

Based on the foregoing, the Commission makes the following findings and conclusions, and orders as follows.

12. The Commission shall receive, protect and safeguard and hold in trust for the State of Nevada all water and water rights, and all other rights, interests or benefits in and to the waters described in NRS 538.041 to 538.251, inclusive pursuant to NRS 538.171.

13. The Commission's actions on the Application constitute the recommendation of the State of Nevada to the United States for the purposes of any federal action on the matter required by law.

14. The Commission holds and administers all rights and benefits pertaining to the distribution of water mentioned in NRS 538.041 to 538.251, inclusive, for the State of Nevada pursuant to NRS 538.171.

15. As required by NRS 538.171, when considering the Application, the Commission shall apply the criteria set forth in NRS 533.370, which are the criteria used by

the State Engineer when considering applications for a permit to appropriate water.

16. NRS 533.370 identifies criteria for the approval of applications by the State Engineer which, in part, requires the water be put to beneficial use by showing proof satisfactory to the State Engineer of the applicant's: (1) Intention in good faith to construct any work necessary to apply the water to the intended beneficial use with reasonable diligence; and (2) Financial ability and reasonable expectation actually to construct the work and apply the water to the intended beneficial use with reasonable diligence.

17. Furthermore, NRS 533.370 requires that the State Engineer reject applications if the proposed use or change conflicts with existing rights or with protectable interests or threatens to prove detrimental to the public interest.²

18. In applying the criteria in NRS 533.370, the Nevada Supreme Court adopted the anti-speculation doctrine finding that the doctrine comports with the language and goals of NRS 533.370. See *Bacher v Office of State Engineer, State of Nevada*, 122 Nev. 1110, 1119-20, 146 P.3d 793, 799 (2006).

19. The anti-speculation doctrine precludes speculative water right acquisitions without a showing of beneficial use.

20. The criteria protect against speculation by requiring a showing of financial ability and a reasonable expectation with respect not only to constructing any work needed to apply the water, but also to apply the water to the intended beneficial use with reasonable diligence. See *Bacher*, 122 Nev. at 1120 (citations omitted).

21. Applying those criteria here, changing the holder of the entitlement from TIMET to SNWA satisfies the criteria in NRS 533.370 and the anti-speculation doctrine as

² NRS 533.370 includes additional criteria not applicable to the Application.
Page 5 of 7

SNWA has its own Section 5 Water Delivery Contract and the water will be put to beneficial use through its existing water delivery infrastructure.

22. Additionally, changing the entitlement holder from TIMET to SNWA will not conflict with existing rights or protectable interests or threaten to prove detrimental to the public interest.

After due deliberation and good cause appearing therefore, it is hereby **ORDERED**:

1. The Application is **APPROVED** in accordance with NRS 538.171 which shall serve as a recommendation of the State of Nevada to the United States for the purpose of amending the 1968 Section 5 Water Delivery Contract to decrease TIMET's allocation by 910 acre-feet and amending the SNWA Section 5 Water Delivery Contract to increase SNWA's allocation by the same amount.

2. The Chair of the Commission shall have authority to sign any documents prepared by Reclamation to effectuate the transfer of the water entitlement, including, without limitation, the amendments to the 1968 Section 5 Water Delivery Contract and the SNWA Section 5 Water Delivery Contract.

3. The change to entitlement holder shall not change the priority date for the transferred 910 acre-feet which shall remain the same as if it were still held by TIMET.

4. Commission staff shall cause to be published the notice required by NRS 538.181(4). The parties to the Application shall pay for the publication. This Order shall be final once the notice and objection process concludes.

IT IS SO ORDERED.

Dated this ____ day of July, 2026.

COLORADO RIVER COMMISSION OF NEVADA

Puoy K. Premsrut
Chairwoman
Page 6 of 7

Exhibit A
Application for Recommendation to Approve Adjustments to Certain Nevada
Section 5 Contract Entitlement Holders

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF JULY 14, 2026**

SUBJECT: <i>For Possible Action:</i> Approval of the proposed budget of the Colorado River Commission of Nevada for Fiscal Years 2028 and 2029 for submittal to the Governor's Finance Office by August 31, 2026, and for consideration in the 2027 Legislative Session
--

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:
--

STAFF COMMENTS AND BACKGROUND:

Staff will provide an update of the budget for Fiscal Years 2028 and 2029 and request approval.

**COLORADO RIVER COMMISSION OF NEVADA
DRAFT BUDGET FOR FISCAL YEARS ENDED
JUNE 30, 2028, AND JUNE 30, 2029**

**FUND 4497
RESEARCH AND DEVELOPMENT FUND**

**FUND FOR THE COSTS OF THE LOWER COLORADO RIVER MULTI-SPECIES
CONSERVATION PROGRAM (LCRMSCP or MSCP)
CONTRACT DRIVEN BUDGET**

COLORADO RIVER COMMISSION

FUND 4497

LOWER COLORADO RIVER MULTI-SPECIES CONSERVATION (MSCP) FUND

JUNE 2026 DRAFT

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029										
Description	F/Y 2026 Est	Legislative Approved Budget F/Y 2027	Fiscal 2028				Fiscal 2029			
			Base Budget Request	Budget Changes		Total Budget Request	Base Budget Request	Budget Changes		Total Budget Request
				MSCP Contract	Reserves Call (est.)			MSCP Contract	Reserves Call (est.)	
<i>Revenue Sources</i>										
Beginning Cash Balance	\$ 15,124,533	\$ 14,062,909	\$ 15,124,533			\$ 15,124,533	\$ 15,273,704			\$ 15,273,704
4510 - LCRMSCP Billings	995,675	1,077,379	995,675	76,570		1,072,245	995,675	161,103		1,156,778
4326-Treasurer's interest	480,799	433,293	480,799	237,489		718,288	480,799	230,489		711,288
<i>Total Revenues</i>	\$ 16,601,006	\$ 15,573,581	\$ 16,601,006	\$ 314,059	\$ -	\$ 16,915,065	\$ 16,750,178	\$ 391,592	\$ -	\$ 17,141,770
<i>Expenditures</i>										
(10)-Multi-Species Program										
Operating Payments to USBR	\$ 565,328	\$ 1,176,691	\$ 565,328	\$ 576,033		\$ 1,141,361	\$ 565,328	\$ 471,985		\$ 1,037,313
Estimated Reserve Payments to USBR		500,000			\$ 500,000	500,000			\$ 500,000	500,000
<i>Total Expenditures</i>	\$ 565,328	\$ 1,676,691	\$ 565,328	\$ 576,033	\$ 500,000	\$ 1,641,361	\$ 565,328	\$ 471,985	\$ 500,000	\$ 1,537,313
Ending Cash Balance	\$ 16,035,678	\$ 14,062,909				\$ 15,273,704				\$ 15,604,457

This fund accounts for the federal funding of the Lower Colorado River Multi-Species Conservation Program (MSCP) only. This fund holds the State of Nevada portion of both the Habitat Maintenance Fund and the Remedial Measures Fund. These reserve Funds are held by the states until called upon by the United States Bureau of Reclamation (USBR). This allows interest income to accrue to the Funds and lessens the opportunity for a federal sweep of the funds were they held by the USBR.

Budget changes are based on MSCP Funding contract payment schedule as of April 2026, and an estimated amount to accommodate at least the first call on the MSCP reserves by the federal government.

**COLORADO RIVER COMMISSION OF NEVADA
DRAFT BUDGET FOR FISCAL YEARS ENDED
JUNE 30, 2028, AND JUNE 30, 2029**

**FUND 4502
POWER MARKETING FUND**

**FUND FOR THE COSTS OF
HYDROPOWER PURCHASES AND SALES
AND RELATED ACTIVITIES**

COLORADO RIVER COMMISSION
FUND 4502
POWER MARKETING FUND

JUNE 2026 DRAFT

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029										
Description	F/Y 2026 Est	Legislative Approved Budget F/Y 2027	Fiscal 2028			Fiscal 2029				
			Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
Revenue Sources										
Beginning Cash Balance	\$ 2,298,142	\$ 1,674,632	\$ 1,427,041			\$ 1,427,041	\$ 1,427,041			\$ 1,427,041
4041 - Power sales	36,832,795	39,685,637	36,832,795	\$ 2,714,090		39,546,885	36,832,795	\$ 1,510,270		38,343,065
4326-Treasurer's interest	103,678	67,262	103,678			103,678	67,262			67,262
Total Revenues	\$ 39,234,615	\$ 41,427,531	\$ 38,363,514	\$ 2,714,090	\$ -	\$ 41,077,604	\$ 38,327,098	\$ 1,510,270	\$ -	\$ 39,837,368
Expenditures										
(10)-Power Purchases:										
7020 Operating Supplies	8,952		8,952			8,952	8,952			8,952
7030 Freight Charges	2,523		2,523			2,523	2,523			2,523
7058 Special Assessments	12,050	\$ 15,189	12,050			12,050	12,050			12,050
7060 Contracts	263,925	71,100	263,925			263,925	263,925			263,925
7130 Bottled Water	359		359			359	359			359
7136 Garbage Disposal	552		552			552	552			552
7090 Equipment Repair										
7140 Maint Services for Buildings & Grounds	53	451	53			53	53			53
7151 Maint of Vehicles	1,876		1,876			1,876	1,876			1,876
7152 Diesel Fuel	7,536		7,536	2,500		10,036	7,536	3,500		11,036
7153 Gasoline	305		305	1,000		1,305	305	2,000		2,305
7171 Uniform Allowance	1,578		1,578			1,578	1,578			1,578
7176 Protective Gear	34		34			34	34			34
7290 Phone, Fax	1,784		1,784			1,784	1,784			1,784
7291 Cell Phone	1,523		1,523			1,523	1,523			1,523
7302 Registration Fees	513		513			513	513			513
7310 Power Purchases	35,324,530	37,780,174	35,324,530	2,510,590		37,835,120	35,324,530	1,304,770		36,629,300
7340 Inspections and Certifications	381		381			381	381			381
7370 Publications	1,878		1,878			1,878	1,878			1,878
7398 Cost Allocation from CRC Fund 4490	287,433	48,167	287,433			287,433	287,433			287,433
7430 Professional Services	1,266		1,266			1,266	1,266			1,266
7630 Misc. Goods, Materials, Services	20,658		20,658			20,658	20,658			20,658
7650 Refunds										
7771 Computer Software	1,814		1,814			1,814	1,814			1,814
7960 Rentals	34,664		34,664			34,664	34,664			34,664
8310 Pick-Up, Vans, New	2,878		2,878			2,878	2,878			2,878
8371 Computer Hardware	1,130		1,130			1,130	1,130			1,130
7835 Trust Agent Fees		325								
8390 Equipment, All	45,708		45,708			45,708	45,708			45,708
9158 Transfer to Bond Funds	1,781,575	1,786,120	1,781,575	200,000		1,981,575	1,781,575	200,000		1,981,575
(87)-Purchasing Assessment	100		100			100	100			100
Total Expenditures	\$ 37,807,574	\$ 39,701,526	\$ 37,807,574	\$ 2,714,090	\$ -	\$ 40,521,664	\$ 37,807,574	\$ 1,510,270	\$ -	\$ 39,317,844
Ending Cash Balance	\$ 1,427,041	\$ 1,726,005				\$ 555,940				\$ 519,524

Power Costs are based on Hydropower Department projections of costs as calculated with historical inflationary percentage
The final amount ("total budget request") for each of the two years is based on the level debt service for the remaining bond issue (Visitor Center & Air Slots bond issue).
The Visitor Center & Air Slots bond issue will be fully paid off in October of 2043.

COLORADO RIVER COMMISSION
FUND 4502
POWER MARKETING FUND

JUNE 2026 DRAFT

FIVE YEAR COMPARISON TO BUDGET												
Description	F/Y 2018 ACTUAL	Fy 2019 ACTUAL	F/Y 2020 ACTUAL	F/Y 2021 ACTUAL	F/Y 2022 ACTUAL	F/Y 2023 ACTUAL	F/Y 2024 ACTUAL	F/Y 2025 ACTUAL	F/Y 2026 Estimated	5 Year * Average	Fiscal 2028 Budget	Fiscal 2029 Budget
<i>Revenue Sources</i>												
Beginning Cash Balance	\$ 1,007,262	\$ 1,537,953	\$ 1,059,957	\$ 1,635,801	\$ 1,635,802	\$ 1,284,821	\$ 1,258,656	\$ 1,623,355	\$ 2,298,142	\$ 1,620,155	\$ 1,427,041	\$ 1,427,041
4041 - Power sales	28,973,342	28,308,753	27,575,548	27,034,043	32,342,847	28,684,962	30,943,625	31,251,131	\$ 36,832,795	32,011,072	39,546,885	38,343,065
4326-Treasurer's interest	35,554	71,910	40,708	10,701	40,708	53,794	89,572	98,361	\$ 103,678	77,223	103,678	67,262
<i>Total Revenues</i>	\$ 30,016,158	\$ 29,918,616	\$ 28,676,213	\$ 28,680,545	\$ 34,019,357	\$ 30,023,577	\$ 32,291,853	\$ 32,972,847	\$ 39,234,615	\$ 33,708,450	\$ 41,077,604	\$ 39,837,368
<i>Expenditures</i>												
(10)-Power Purchases:												
7020 Operating Supplies								\$ 2,416	\$ 8,952	2,274	8,952	8,952
7030 Freight Charges							\$ 1,858	89	2,523	894	2,523	2,523
7058 Special Assessments	31,868	\$ 22,222	\$ 17,960	\$ 22,293	\$ 15,189	\$ 7,528	7,959	8,601	12,050	10,265	12,050	12,050
7060 Contracts	33,370	36,650	38,270	38,270	39,950		64,490	313,894	263,925	136,452	263,925	263,925
7130 Bottled Water									359	72	359	359
7136 Garbage Disposal									552	110	552	552
7090 Equipment Repair		115			1,688					338		
7140 Maint Services for Buildings & Grounds								2,340	53	479	53	53
7151 Maint of Vehicles								1,160	1,876	607	1,876	1,876
7152 Diesel Fuel								22	7,536	1,512	10,036	11,036
7153 Gasoline									305	61	1,305	2,305
7171 Uniform Allowance								242	1,578	364	1,578	1,578
7176 Protective Gear									34	7	34	34
7290 Phone, Fax									1,784	357	1,784	1,784
7291 Cell Phone									1,523	305	1,523	1,523
7302 Registration Fees									513	103	513	513
7310 Power Purchases	26,013,712	26,091,110	25,798,396	24,414,517	25,945,912	26,842,049	28,632,768	28,366,888	35,324,530	29,022,429	37,835,120	36,629,300
7340 Inspections and Certifications			270	984					381	76	381	381
7370 Publications									1,878	376	1,878	1,878
7398 Cost Allocation from CRC Fund 4490	217,720	217,664	218,075	212,734	132,093	120,018	127,759	177,101	287,433	168,881	287,433	287,433
7430 Professional Services	35,030								1,266	253	1,266	1,266
7630 Misc. Goods, Materials, Services							17,220	3,162	20,658	8,208	20,658	20,658
7650 Refunds		429,825	9,673									
7771 Computer Software									1,814	363	1,814	1,814
7960 Rentals									34,664	6,933	34,664	34,664
8310 Pick-Up, Vans, New									2,878	576	2,878	2,878
8371 Computer Hardware									1,130	226	1,130	1,130
7835 Trust Agent Fees	325	325	325	325	325	325				130		
8390 Equipment, All					23,627		12,200	2,400	45,708	16,787	45,708	45,708
9158 Transfer to Bond Funds	2,145,565	1,797,539	1,795,362	1,779,777	1,806,455	1,795,001	1,804,147	1,796,293	1,781,575	1,796,694	1,981,575	1,981,575
(87)-Purchasing Assessment	615	664	469	1	1	1	96	96	100	59	100	100
<i>Total Expenditures</i>	\$ 28,478,205	\$ 28,596,114	\$ 27,878,800	\$ 26,468,901	\$ 27,965,240	\$ 28,764,922	\$ 30,668,497	\$ 30,674,704	\$ 37,807,574	\$ 31,176,187	\$ 40,521,664	\$ 39,317,844

* Five-year average for all lines based on most recent 5-year period. This five-year comparison is presented to assist in evaluation of adequacy of the final requested budget numbers. The proposed budget will be based on current year levels or on the five-year average if the current year expenses appear inadequate.

**COLORADO RIVER COMMISSION OF NEVADA
DRAFT BUDGET FOR FISCAL YEARS ENDED
JUNE 30, 2028, AND JUNE 30, 2029**

**FUND 4501
POWER DELIVERY PROJECT FUND**

**FUND FOR THE COSTS OF THE POWER DELIVERY PROJECT
OPERATIONS, MAINTENANCE, EQUIPMENT AND OTHER COSTS
CUSTOMER REQUESTED INFRASTRUCTURE PROJECTS
MARKET POWER PURCHASE RELATED COSTS**

COLORADO RIVER COMMISSION
FUND 4501
POWER DELIVERY PROJECT FUND

JUNE 2026 DRAFT

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Description	F/Y 2026	Legislative Approved Budget F/Y 2027	Fiscal 2028				Fiscal 2029			
	Estimated		Base Budget Request	Changes		Total Budget Request	Base Budget Request	Changes		Total Budget Request
Revenue Sources										
2511-Balance forward	\$ 1,046,314	\$ 6,889,316	\$ 1,046,314			\$ 1,046,314	\$ 1,046,314			\$ 1,046,314
4041 - Power sales	30,371,112	26,776,581	30,371,112	\$ 13,509,032		43,880,144	30,371,112	\$ 13,860,394		\$ 44,231,506
4252 - Excess Property Sales										\$ -
4335 - Reimbursement of Expenses		183,261								\$ -
4326 - Treasurer's interest	23,760	18,522	23,760	\$ 5,000		28,760	23,760	\$ 5,000		\$ 28,760
Total Revenues	\$ 31,441,186	\$ 33,867,680	\$ 31,441,186	\$ 13,514,032	\$ -	\$ 44,955,218	\$ 31,441,186	\$ 13,865,394	\$ -	\$ 45,306,580
Expenditures										
(02)-Out-of-state travel										
6100 Per Diem	\$ 19,445	\$ 11,667	\$ 19,445			\$ 19,445	\$ 19,445			\$ 19,445
6130 Public Transportation	1,635	836	1,635			1,635	1,635			1,635
6140 Personal Vehicle	473	281	473			473	473			473
6150 Commercial Airline	19,138	7,312	19,138			19,138	19,138			19,138
Total category 02	\$ 40,691	\$ 20,096	\$ 40,691	\$ -	\$ -	\$ 40,691	\$ 40,691	\$ -	\$ -	\$ 40,691
(03)-In-state-travel										
6200 Per Diem	\$ 583	\$ 606	\$ 583			\$ 583	\$ 583			\$ 583
6240 Personal Vehicle	270	42	270			270	270			270
6250 Commercial Airline	160	365	160			160	160			160
Total category 03	\$ 1,013	\$ 1,013	\$ 1,013	\$ -	\$ -	\$ 1,013	\$ 1,013	\$ -	\$ -	\$ 1,013
(10) Power Cost Category										
7020 Operating Supplies	\$ 52,207	\$ 31,337	\$ 52,207	\$ 10,000		\$ 62,207	52,207	\$ 10,000		\$ 62,207
7030 Freight Charges	6,423	7,565	6,423			6,423	6,423			6,423
7040 Printing Services	1,028	438	1,028			1,028	1,028			1,028
7052 Vehicle Insurance	2,952	1,947	2,952			2,952	2,952			2,952
7056 Insurance Deductibles	(1,000)		(1,000)			(1,000)	(1,000)			(1,000)
7059 AG Vehicle Liability Insurance	4,507	4,644	4,507			4,507	4,507			4,507
7060 Contracts	18,318,533	13,126,789	18,318,533	5,000,000		23,318,533	18,318,533	5,000,000		23,318,533
7073 Software License Contracts										
7090 Equipment Repair		28,669								
7090 Bottled Water	3,386	629	3,386			3,386	3,386			3,386
7136 Garbage Disposal	6,266	2,371	6,266			6,266	6,266			6,266
7138 Other Utilities	504	2,759	504			504	504			504
7140 B&G Maint. Services	1,716	6,774	1,716			1,716	1,716			1,716
7151 Vehicle Maintenance	28,256	8,268	28,256			28,256	28,256			28,256
7152 Diesel	17,595	16,292	17,595	3,500		21,095	17,595	3,500		21,095
7153 Gasoline	9,748	6,379	9,748	2,500		12,248	9,748	2,500		12,248
7157 Vehicle Parts & Repair										
7170 Clothing Allowance	16,011	678	16,011	1,000		17,011	16,011	1,000		17,011
7176 Protective Gear	616	984	616			616	616			616
7241 Host Fund	343		343			343	343			343
7290 Phone and Fax Expenses	13,477	8,962	13,477			13,477	13,477			13,477
7291 Cell Phone Expenses	11,363	10,750	11,363			11,363	11,363			11,363
7301 Membership Dues	20,547	18,738	20,547			20,547	20,547			20,547
7302 Training & Conference Registration	9,738	4,140	9,738			9,738	9,738			9,738
7310 Power Purchases	5,569,953	13,498,066	5,569,953	8,202,288		13,772,241	5,569,953	8,553,650		14,123,603
7340 Inspections and Certifications	3,285	11,174	3,285			3,285	3,285			3,285
7370 Publications	16,407	7,477	16,407			16,407	16,407			16,407
7380 Employee Moving Costs										
7398 Cost Allocation From CRC Fund 4490	4,024,779	3,871,374	4,024,779	500,000		4,524,779	4,024,779	500,000		4,524,779
7430 Professional Services	18,856	47,880	18,856			18,856	18,856			18,856
7460 Equipment under \$1,000	9,559		9,559			9,559	9,559			9,559
7465 Equipment \$1,000 - \$5,000	8,119		8,119			8,119	8,119			8,119
7630 Misc. Goods and Materials	19,335	49,435	19,335			19,335	19,335			19,335
7635 Misc. Services		95								
7771 Computer Software	25,745	1,953	25,745			25,745	25,745			25,745
7960 Rentals for Equipment	104,102	50,530	104,102			104,102	104,102			104,102
7980 Lease Payments	1,635	1,872	1,635			1,635	1,635			1,635
8110 Easements		4,050								
8390 Misc. Equipment	9,563		9,563			9,563	9,563			9,563
8360 Replacement Vehicles	212,256		212,256	(22,256)		190,000	212,256	(117,256)		95,000
8371 Computer Hardware	22,293	13,552	22,293			22,293	22,293			22,293
Total category 10	\$ 28,570,101	\$ 30,846,571	\$ 28,570,101	\$ 13,697,032	\$ -	\$ 42,267,133	\$ 28,570,101	\$ 13,953,394	\$ -	\$ 42,523,495
(87)-Purchasing Assessment	\$ -	\$ 845	\$ -	\$ 2,000		\$ 2,000	\$ -	\$ 2,000		\$ 2,000
Total Expenditures	\$ 28,611,805	\$ 30,868,525	\$ 28,611,805	\$ 13,699,032	\$ -	\$ 42,310,837	\$ 28,611,805	\$ 13,955,394	\$ -	\$ 42,567,199
Ending Cash Balance	\$ 2,829,381	\$ 2,999,155				\$ 2,644,381				\$ 2,739,381

Power purchases based on forecasted power consumption by commission customers. Forecast is based on information provided by the industrial customers as they return to pre-Covid production levels. Increases in services for the large number of projects requested by Commission customers, increases in fuel costs, training and related costs for new employees. Three replacement vehicles, two utility type vehicles in FY 2028 and one unmodified vehicle in FY 2029.

COLORADO RIVER COMMISSION
FUND 4501
POWER DELIVERY PROJECT FUND

JUNE 2026 DRAFT

FIVE YEAR COMPARISON TO BUDGET								
Description	F/Y 2022 ACTUAL	F/Y 2023 ACTUAL	F/Y 2024 ACTUAL	F/Y 2025 ACTUAL	F/Y 2026 Estimated	5 Year * Average	Fiscal 2028 Budget	Fiscal 2029 Budget
Revenue Sources								
2511-Balance forward	\$ 1,090,670	\$ 952,530	\$ 729,750	\$ 886,011	\$ 1,046,314	\$ 941,055	\$ 1,046,314	\$ 1,046,314
4041 - Power sales	21,377,928	10,908,333	13,757,669	25,822,920	30,371,112	20,447,592	\$ 43,880,144	\$ 44,231,506
4252 - Excess Property Sales							\$ -	\$ -
4335 - Reimbursement of Expenses				986		197	\$ -	\$ -
4326 - Treasurer's interest	26,274	13,695	24,576	28,622	23,760	23,385	\$ 28,760	\$ 28,760
Total Revenues	\$ 22,494,872	\$ 11,874,558	\$ 14,511,995	\$ 26,738,539	\$ 31,441,186	\$ 21,412,230	\$ 44,955,218	\$ 45,306,580
Expenditures								
(02)-Out-of-state travel								
6100 Per Diem		\$ 1,638	\$ 6,594	\$ 8,095	\$ 19,445	\$ 7,154	\$ 19,445	\$ 19,445
6130 Public Transportation		271	501	2,082	1,635	898	1,635	1,635
6140 Personal Vehicle		29	924	203	473	326	473	473
6150 Commercial Airline		719	1,845	5,083	19,138	5,357	19,138	19,138
Total category 02	\$ -	\$ 2,657	\$ 9,864	\$ 15,463	\$ 40,691	\$ 13,735	\$ 40,691	\$ 40,691
(03)-In-state-travel								
6200 Per Diem	\$ 516	\$ 369	\$ 489	\$ 257	\$ 583	\$ 443	\$ 583	\$ 583
6240 Personal Vehicle				40	270	62	270	270
6250 Commercial Airline					160	32	160	160
Total category 03	\$ 516	\$ 369	\$ 489	\$ 297	\$ 1,013	\$ 537	\$ 1,013	\$ 1,013
(10) Power Cost Category								
7020 Operating Supplies	\$ 31,339	\$ 37,822	\$ 86,339	\$ 63,821	\$ 52,207	\$ 54,306	\$ 62,207	\$ 62,207
7030 Freight Charges	4,342	20,226	7,603	1,712	6,423	8,061	6,423	6,423
7040 Printing Services	438	488	583	389	1,028	585	1,028	1,028
7052 Vehicle Insurance	1,136	1,136	1,907	1,906	2,952	1,807	2,952	2,952
7056 Insurance Deductibles				1,300	(1,000)	60	(1,000)	(1,000)
7059 AG Vehicle Liability Insurance	1,730	1,751	3,078	3,087	4,507	2,831	4,507	4,507
7060 Contracts	66,032	2,322,518	6,060,053	17,131,563	18,318,533	8,779,740	23,318,533	23,318,533
7073 Software License Contracts				579		116		
7090 Equipment Repair	8,851	40,068	28,669	11,299		17,777		
7090 Bottled Water	629	796	914	2,943	3,386	1,734	3,386	3,386
7136 Garbage Disposal	2,371	2,265	2,787	6,238	6,266	3,985	6,266	6,266
7138 Other Utilities	2,759	2,818	2,811	4,609	504	2,700	504	504
7140 B&G Maint. Services	6,774	5,288	6,526	10,122	1,716	6,085	1,716	1,716
7151 Vehicle Maintenance	8,268	11,541	21,767	32,465	28,256	20,459	28,256	28,256
7152 Diesel	16,292	18,922	16,784	18,056	17,595	17,530	21,095	21,095
7153 Gasoline	3,304	5,650	6,379	7,218	9,748	6,460	12,248	12,248
7157 Vehicle Parts & Repair								
7170 Clothing Allowance	2,036	2,322	11,910	14,250	16,011	9,306	17,011	17,011
7176 Protective Gear	1,534	686	15	17,743	616	4,119	616	616
7241 Host Fund					343	69	343	343
7290 Phone and Fax Expenses	8,962	9,014	17,403	13,386	13,477	12,448	13,477	13,477
7291 Cell Phone Expenses	10,750	12,301	13,302	12,641	11,363	12,071	11,363	11,363
7301 Membership Dues	16,910	14,170	15,704	19,422	20,547	17,351	20,547	20,547
7302 Training & Conference Registration	14,520	6,473	15,456	20,532	9,738	13,344	9,738	9,738
7310 Power Purchases	4,426,616	5,934,675	3,973,342	4,437,074	5,569,953	4,868,332	13,772,241	14,123,603
7340 Inspections and Certifications	11,174	12,963	2,829	18,954	3,285	9,841	3,285	3,285
7370 Publications	6,464	15,884	7,487	15,246	16,407	12,298	16,407	16,407
7380 Employee Moving Costs			11,631			2,326		
7398 Cost Allocation From CRC Fund 4490	2,357,679	2,465,426	2,949,923	3,529,160	4,024,779	3,065,393	4,524,779	4,524,779
7430 Professional Services	6,600	10,880	42,287	8,403	18,856	17,405	18,856	18,856
7460 Equipment under \$1,000	16,254	35,312	677	25,908	9,559	17,542	9,559	9,559
7465 Equipment \$1,000 - \$5,000	17,656	14,799		20,004	8,119	12,116	8,119	8,119
7630 Misc. Goods and Materials	37,995	30,091	147,144	34,655	19,335	53,844	19,335	19,335
7635 Misc. Services	95			1,190		257		
7771 Computer Software	7,563	10,442	1,576	13,036	25,745	11,672	25,745	25,745
7960 Rentals for Equipment	51,994	69,556	107,692	137,062	104,102	94,081	104,102	104,102
7980 Lease Payments	1,872	1,871	1,871	1,499	1,635	1,750	1,635	1,635
8110 Easements	4,050	4,050				1,620		
8390 Misc. Equipment	11,790	184		23,580	9,563	9,023	9,563	9,563
8360 Replacement Vehicles					212,256	42,451	190,000	95,000
8371 Computer Hardware	9,218	16,000	18,336	14,569	22,293	16,083	22,293	22,293
Total category 10	\$ 7,175,997	\$ 11,138,388	\$ 13,584,785	\$ 25,675,621	\$ 28,570,101	\$ 17,228,979	\$ 42,267,133	\$ 42,523,495
(87)-Purchasing Assessment	\$ 1,281	\$ 3,395	\$ 845	\$ -	\$ -	\$ 1,104	\$ 2,000	\$ 2,000
Total Expenditures	\$ 7,177,794	\$ 11,144,809	\$ 13,595,983	\$ 25,691,381	\$ 28,611,805	\$ 17,244,355	\$ 42,310,837	\$ 42,567,199

* Five-year average for all lines based on most recent 5-year period. This five-year comparison is presented to assist in evaluation of adequacy of the final requested budget numbers. The proposed budget will be based on current year levels or on the five-year average if the current year expenses appear inadequate.

**COLORADO RIVER COMMISSION OF NEVADA
DRAFT BUDGET FOR FISCAL YEARS ENDED
JUNE 30, 2028, AND JUNE 30, 2029**

**FUND 4490
COLORADO RIVER COMMISSION FUND**

**GENERAL FUND FOR THE CRC
INCLUDES ALL PERSONNEL COSTS
ACCOUNTS FOR ALL ADMINISTRATIVE COSTS
ACCOUNTS FOR ALL STATE ALLOCATIONS**

**COLORADO RIVER COMMISSION FUND
FUND 4490**

COLORADO RIVER COMMISSION

EXECUTIVE SUMMARY

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Cat.	Description	F/Y 2026 Est. Actual	Legislative Approved Budget F/Y 2027	F/Y 2028				Base Budget Request	F/Y 2029		Total Budget Request	
				Base Budget Request	Budget Change		Total Budget Request		Base Budget Request	Budget Change		
					Increase	Decrease				Increase		Decrease
Acct.	Revenue											
00-2511	Balance Forward	\$ 1,250,000	\$ 1,732,618	\$ 1,250,000			\$ 1,250,000	\$ 1,250,000			\$ 1,250,000	
00-4022	Small Water User (Raw Water Sales)	12,000	30,000	12,000			12,000	12,000			12,000	
00-4041	Power Administrative Charge	1,300,000	2,302,294	2,200,000			2,200,000	2,400,000			2,400,000	
00-4102	Water Administrative Charge	1,500,000	2,162,263	1,700,000			1,700,000	1,900,000			1,900,000	
00-4677	Transfers From Funds 4501 & 4502	4,312,322	2,716,443	4,577,222			4,577,222	4,699,607			4,699,607	
00-4510	Charges for CREDA Membership	67,000	59,347	67,000			67,000	67,000			67,000	
00-4326	Treasurer's Interest	70,000	80,202	70,000	15,000		85,000	70,000	20,000		90,000	
	Total Revenues	\$ 8,511,322	\$ 9,083,167	\$ 9,876,222	\$ 15,000	\$ -	\$ 9,891,222	\$ 10,398,607	\$ 20,000	\$ -	\$ 10,418,606	

	Expenditures			F/Y 2028					F/Y 2029			
(01)	Salaries and Benefits ^	\$ 6,887,628	\$ 7,753,019	\$ 7,245,192			\$ 7,245,192	\$ 7,475,126			\$ 7,475,126	
(02)	Out-of State Travel	64,867	74,154	64,867			64,867	64,867			64,867	
(03)	In-State Travel	4,469	16,796	4,469			4,469	4,469			4,469	
(04)	Operating Expenses	590,876	488,051	590,876	26,500		617,376	590,876	26,500		617,376	
(04)	Contracts Expenses	167,811	157,076	167,811	22,515		190,326	167,811	24,515		192,326	
(04)	NRS 538.226 Statutory Authorization *		450,000	450,000			450,000	450,000			450,000	
(04)	Special Projects											
(05)	Equipment Purchases											
(10)	Small Water User (Raw Water Sales)	2,189	2,189	2,189	3,000		5,189	2,189	3,000		5,189	
(26)	Computer Related Expenses	132,398	189,961	132,398	15,000		147,398	132,398	18,000		150,398	
(30)	Training	799	799	799	2,500		3,299	799	2,750		3,549	
(59)	Utilities - Cable/Data	9,500	4,488	9,500	2,000		11,500	9,500	2,500		12,000	
(87)	Purchasing Division Assessment		391		500		500		500		500	
(88)	Transfer to State General Fund (cost alloc.)	47,714	43,422	47,714	25,000		72,714	47,714	30,000		77,714	
(89)	Attorney General Charges	525,501	632,481	525,501	75,000		600,501	525,501	100,000		625,501	
	Total Expenditures	\$ 8,433,752	\$ 9,812,827	\$ 9,241,316	\$ 172,015	\$ -	\$ 9,413,331	\$ 9,471,250	\$ 207,765	\$ -	\$ 9,679,015	

NOTE: Fiscal year 2026 salaries are not used for base budget request because of new hires, merit and/or COLA increases. Personnel costs based on calculated payroll in the out years.
Budgeted Base Revenues for the Hydropower and Water Administrative Charge and the Transfers from the Enterprise funds are based on estimated charges.

COLORADO RIVER COMMISSION FUND

FUND 4490

COLORADO RIVER COMMISSION

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

EXECUTIVE SUMMARY

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET

Cat.	Description	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimate	5 Year Average	F/Y 2028 Budget	F/Y 2029 Budget
Acct.	Revenue								
00-2511	Balance Forward	\$ 2,487,187	\$ 2,820,666	\$ 2,820,667	\$ 2,393,779	\$ 1,250,000	\$ 2,354,460	\$ 1,250,000	\$ 1,250,000
00-4022	Small Water User (Raw Water Sales)	27,998	13,355	6,303	6,386	12,000	13,208	12,000	12,000
00-4041	Power Administrative Charge	1,367,712	1,212,362	1,251,915	1,235,094	1,300,000	1,273,417	2,200,000	2,400,000
00-4102	Water Administrative Charge	1,279,083	1,446,255	525,486	874,032	1,500,000	1,124,971	1,700,000	1,900,000
00-4677	Transfers From Funds 4501 & 4502	2,553,722	2,704,278	3,144,165	3,861,211	4,312,322	3,315,140	4,577,222	4,699,607
00-4510	Charges for CREDA Membership	72,425	51,007	69,527	64,182	67,000	64,828	67,000	67,000
00-4326	Treasurer's Interest	20,924	67,686	98,649	89,819	70,000	69,416	85,000	90,000
	Total Revenues	\$ 7,809,051	\$ 8,315,609	\$ 7,916,712	\$ 8,524,503	\$ 8,511,322	\$ 8,215,439	\$ 9,891,222	\$ 10,418,606

	Expenditures						(1)		
(01)	Salaries and Benefits	\$ 4,000,734	\$ 4,321,116	\$ 4,321,116	\$ 5,748,630	\$ 6,887,628	\$ 5,142,133	\$ 7,245,192	\$ 7,475,126
(02)	Out-of State Travel	14,839	39,595	45,191	35,064	64,867	55,066	64,867	64,867
(03)	In-State Travel	1,163	1,087	4,916	3,495	4,469	10,378	4,469	4,469
(04)	Operating Expenses	310,415	307,021	350,692	519,310	590,876	415,663	617,376	617,376
(04)	Contracts Expenses	144,227	169,330	167,811		167,811	183,715	190,326	192,326
(04)	NRS 538.226 Statutory Authorization							450,000	450,000
(04)	Special Projects								
(05)	Equipment Purchases								
(10)	Small Water User (Raw Water Sales)	13,258	6,878	2,012	2,012	2,189	5,270	5,189	5,189
(26)	Computer Related Expenses	99,078	92,206	79,962	117,811	132,398	104,291	147,398	150,398
(30)	Training	3,473	1,448	600	675	799	1,399	3,299	3,549
(59)	Utilities - Cable/Data	4,381	2,818	2,077	4,467	9,500	4,649	11,500	12,000
(87)	Purchasing Division Assessment	2,888	2,948	391	391		1,324	500	500
(88)	Transfer to State General Fund (cost alloc.)	114,197	112,796	96,923	64,953	47,714	87,317	72,714	77,714
(89)	Attorney General Charges	305,684	23,957		349,129	525,501	240,854	600,501	625,501
	Total Expenditures	\$ 5,014,337	\$ 5,081,200	\$ 5,071,691	\$ 6,845,937	\$ 8,433,752	\$ 6,252,058	\$ 9,413,331	\$ 9,679,015

(1) Averages as calculated on individual category detail, 5 years used in average may vary.

DRAFT - JUNE 2026

COLORADO RIVER COMMISSION FUND

FUND 4490

COLORADO RIVER COMMISSION

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

EXECUTIVE SUMMARY

JUNE 2026 Draft

ALLOCATIONS

Cat. 26		F/Y 2028						F/Y 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
Acct.	Revenue												
00-2511	Balance Forward	\$ 1,250,000	\$ 625,000			\$ 625,000	\$ 1,250,000	\$ 1,250,000	\$ 625,000			\$ 625,000	\$ 1,250,000
00-4022	Small Water User (Raw Water Sales)	12,000				12,000	12,000	12,000				12,000	12,000
00-4041	Power Administrative Charge	2,200,000	2,200,000				2,200,000	2,400,000	2,400,000				2,400,000
00-4102	Water Administrative Charge	1,700,000				1,700,000	1,700,000	1,900,000				1,900,000	1,900,000
00-4677	Transfers From Funds 4501 & 4502	4,577,222		1,509,604	3,067,618		4,577,222	4,699,607		1,542,929	3,156,678		4,699,607
00-4510	Charges for CREDA Membership	67,000	67,000				67,000	67,000	67,000				67,000
00-4326	Treasurer's Interest	85,000	21,250	21,250	21,250	21,250	85,000	90,000	22,500	22,500	22,500	22,500	90,000
	Total Revenues	\$ 9,891,222	\$ 2,913,250	\$ 1,530,854	\$ 3,088,868	\$ 2,358,250	\$ 9,891,222	\$ 10,418,607	\$ 3,114,500	\$ 1,565,429	\$ 3,179,178	\$ 2,559,500	\$ 10,418,607
	Expenditures												
(01)	Salaries and Benefits	\$ 7,245,192	\$ 1,647,004	\$ 1,404,462	\$ 2,728,027	\$ 1,465,698	\$ 7,245,192	\$ 7,475,126	\$ 1,707,737	\$ 1,444,375	\$ 2,806,983	\$ 1,516,032	\$ 7,475,126
(02)	Out-of State Travel	64,867	25,947	1,622	1,622	35,677	64,867	64,867	25,947	1,622	1,622	35,677	64,867
(03)	In-State Travel	4,469	894	894	894	1,788	4,469	4,469	894	894	894	1,788	4,469
(04)	Operating Expenses	617,376	502,032	27,558	56,259	31,527	617,376	617,376	502,032	27,558	56,259	31,527	617,376
(04)	Contracts Expenses	190,326	50,837	38,602	35,817	65,071	190,326	192,326	51,291	38,971	36,571	65,494	192,326
(04)	NRS 538.226 Statutory Authorization	450,000				450,000	450,000	450,000				450,000	450,000
(04)	Special Projects												
(05)	Equipment Purchases												
(10)	Small Water User (Raw Water Sales)	5,189				5,189	5,189	5,189				5,189	5,189
(26)	Computer Related Expenses	147,398	82,479	23,629	23,629	17,661	147,398	150,398	85,479	23,629	23,629	17,661	150,398
(30)	Training	3,299	749	609	1,244	697	3,299	3,549	806	655	1,338	750	3,549
(59)	Utilities - Cable/Data	11,500	5,750			5,750	11,500	12,000	6,000			6,000	12,000
(87)	Purchasing Division Assessment	500	114	92	189	106	500	500	114	92	189	106	500
(88)	Transfer to State General Fund (cost alloc.)	72,714	16,508	13,429	27,415	15,363	72,714	77,714	17,643	14,352	29,300	16,419	77,714
(89)	Attorney General Charges	600,501	180,150		195,163	225,188	600,501	625,501	187,650		203,288	234,563	625,501
	Total Expenditures	\$ 9,413,331	\$ 2,512,463	\$ 1,510,897	\$ 3,070,258	\$ 2,319,714	\$ 9,413,331	\$ 9,679,015	\$ 2,585,592	\$ 1,552,148	\$ 3,160,072	\$ 2,381,204	\$ 9,679,015

COLORADO RIVER COMMISSION
BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029
Group Assignments - Vacant Positions

Executive	
Eric Witkoski	Executive Director
Sara (Price)Mason	Senior Assistant Director
Energy Services Group	
Ken Mayer	Power Supply Manager
Tom Patmavanu	Power Supply Planner
Kavitha Sajja	Power Supply Data Mgt. Specialist
Michael (Mike) Gonzales	Manager of Energy Accounting
Alena Sheehan	Energy Accountant
Power Delivery Project Operations Group	
Joe Stubit	Assistant Director Engineering & Oper.
William Brunniga	Power Systems Engineer Project Manager
Walter Shupe	Power Facilities Manager
David Rodriguez	Power Facilities Manager
Patrick Davis	Senior Power Facilities Engineer
Nick (Rudolph) Werber	Senior Power Facilities Electrician
Lawrence Yurek	Power Facilities Comm. Tech
Timmy Nededog	Senior Power Facilities Electrician
Dan Crowther	Senior Power Facilities Electrician
Daniel Osterhout	Power Facilities Electrician
Cameron Auhoon	Senior Power Facilities Electrician
Vacant	Power Facilities Electrician
Vacant	Power Facilities Comm. Tech
Hydropower Program Group	
Gail Bates	Assistant Director Hydropower
Naphthali Alinsod	Assistant Hydropower Program Manager
Rebecca Suafoa	Hydropower Program Specialist
Elissa Emery	Assistant Power Supply Planner
Vacant	Hydropower Program Manager
Natural Resources Group	
Warren Turkett	Division Head Water
Fenwei Hung	Hydrology & Modeling Analyst
Danielle Collins	Natural Resource Specialist
Vacant	Natural Resource Specialist
Vacant	Environmental Program Manager
Finance and Administration	
Doug Beatty	Division Chief Finance & Admin.
Gail Benton	Senior Accountant
Ruidong (Roger) Luo	Senior Energy Accountant
Lim (Hyelim) Hong	Senior Energy Accountant
Information Systems and Technology	
Kaleb Hall	Assistant Director Energy Information Systems
Christopher (Chris) Smith	Infrastructure Systems Coordinator
John Sagmani	IT Application Specialist
Office Management	
Gina Goodman	Executive Assistant Manager
Joshua Cleveland	Administrative Assistant II
Bobbie Hickman	Administrative Assistant II
Marissa Russell	Administrative Assistant IV
Elsa Nava	Administrative Assistant IV
Thyandra Lewis	Administrative Assistant II
Tamisha Randolph	Administrative Assistant III

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Category 01 - Salary & Benefit Costs

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029												
Cat. 01	Description	F/Y 2026 Est. Actual			Fiscal 2028			Fiscal 2029				
					Budget Request	Budget Change		Total Budget Request	Budget Request	Budget Change		Total Budget Request
		Increase	Decrease	Increase		Decrease						
		Salaries	Benefits	Total								
	Executive Group	\$ 363,500	\$ 109,050	\$ 472,550	\$ 457,497			\$ 457,497	\$ 466,648			\$ 466,648
	Energy Services Group (ES)	669,349	200,805	870,154	887,559			887,559	905,310			905,310
	Power Delivery Group (PDP)	1,633,253	489,976	2,123,229	2,188,274			2,188,274	2,243,959			2,243,959
	Hydropower Group (Hydro)	788,534	236,561	1,025,095	1,107,251			1,107,251	1,144,713			1,144,713
	Natural Resources Group (NRG)	519,284	155,786	675,070	713,872			713,872	737,346			737,346
	Administrative Group	1,324,255	397,275	1,721,530	1,890,739			1,890,739	1,977,150			1,977,150
								-				-
		\$ 5,298,175	\$ 1,589,453	\$ 6,887,628	\$ 7,245,192	\$ -	\$ -	\$ 7,245,192	\$ 7,475,126	\$ -	\$ -	\$ 7,475,126

2% COLA increases are anticipated in the budget. Merit Increases for those employees eligible are estimated at 7% per year.

COLORADO RIVER COMMISSION
FUND 4490
 COLORADO RIVER COMMISSION FUND
 BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029
 Category 01 - Salary & Benefit Costs

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET															
Cat. 01	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimate		Fiscal 2028 Budget	Fiscal 2029 Budget
	Executive Group	\$ 279,523	\$ 289,388	\$ 302,234	\$ 314,247	\$ 273,645	\$ 295,604	\$ 294,054	\$ 316,738	\$ 338,382	\$ 407,578	\$ 472,550		\$ 457,497	\$ 466,648
	Energy Services Group (ES)	785,725	813,455	849,565	883,333	\$ 503,811	\$ 544,240	\$ 862,158	\$ 879,347	\$ 647,774	\$ 793,311	870,154		887,559	905,310
	Power Delivery Group (PDP)	724,500	750,069	783,365	814,502	\$ 1,229,808	\$ 1,328,496	\$ 916,568	\$ 1,137,318	\$ 1,244,220	\$ 1,617,664	2,123,229		2,188,274	2,243,959
	Hydropower Group (Hydro)	677,123	701,020	732,140	761,240	\$ 593,563	\$ 641,194	\$ 576,106	\$ 614,463	\$ 637,793	\$ 795,036	1,025,095		1,107,251	1,144,713
	Natural Resources Group (NRG)	344,757	356,925	372,769	387,585	\$ 390,922	\$ 422,292	\$ 427,678	\$ 450,692	\$ 491,890	\$ 577,737	675,070		713,872	737,346
	Administrative Group	832,737	862,127	900,398	936,186	\$ 997,250	\$ 1,077,276	\$ 924,170	\$ 922,558	\$ 1,392,500	\$ 1,557,304	1,721,530		1,890,739	1,977,150
	Total	\$ 3,644,365	\$ 3,772,984	\$ 3,940,471	\$ 4,097,093	\$ 3,988,999	\$ 4,309,102	\$ 4,000,734	\$ 4,321,116	\$ 4,752,559	\$ 5,748,630	\$ 6,887,628		\$ 7,245,192	\$ 7,475,126

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Category 01 - Salary & Benefit Costs

JUNE 2026 Draft

ALLOCATIONS													
Cat. 01		F/Y 2028						F/Y 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
	Executive Group	\$ 457,497	\$ 55,644	\$ 55,644	\$ 55,644	\$ 290,567	\$ 457,497	\$ 466,648	\$ 56,757	\$ 56,757	\$ 56,757	\$ 296,378	\$ 466,648
	Energy Services Group (ES)	\$ 887,559		887,559			887,559	\$ 905,310		905,310			905,310
	Power Delivery Group (PDP)	\$ 2,188,274			2,188,274		2,188,274	\$ 2,243,959			2,243,959		2,243,959
	Hydropower Group (Hydro)	\$ 1,107,251	1,107,251				1,107,251	\$ 1,144,713	1,144,713				1,144,713
	Natural Resources Group (NRG)	\$ 713,872				713,872	713,872	\$ 737,346				737,346	737,346
	Administrative Group	\$ 1,890,739	484,110	461,260	484,110	461,260	1,890,739	\$ 1,977,150	506,267	482,308	506,267	482,308	1,977,150
	Total Category 26	\$ 7,245,192	\$ 1,647,004	\$ 1,404,462	\$ 2,728,027	\$ 1,465,698	\$ 7,245,192	\$ 7,475,126	\$ 1,707,737	\$ 1,444,375	\$ 2,806,983	\$ 1,516,032	\$ 7,475,126

7,245,192

7,475,126

Salary Allocations based on time sheet reporting. Percntage applied to salary costs are at the individual salary and benefit level.

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029											
Cat. 02	Out-Of-State Travel Description	F/Y 2026 Est. Actual	Legislative Approved Budget F/Y 2027	Fiscal 2028			Fiscal 2029				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
02-6100	Per Diem Out-of -State	\$ 35,390	\$ 25,602	\$ 35,390			\$ 35,390	\$ 35,390			\$ 35,390
02-6130	Public Transportation Out-of-State	4,884	6,056	4,884			4,884	4,884			4,884
02-6140	Personal Vehicle Out-of-State	2,369	3,106	2,369			2,369	2,369			2,369
02-6150	Common Air Transportation Out-of-State	22,224	39,390	22,224			22,224	22,224			22,224
	Total Out-of-State Travel - Category 02	\$ 64,867	\$ 74,154	\$ 64,867	\$ -	\$ -	\$ 64,867	\$ 64,867	\$ -	\$ -	\$ 64,867

Cat. 03	In-State Travel Description	F/Y 2016 Est. Actual	Legislative Approved Budget F/Y 2027	Fiscal 2028			Fiscal 2029				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
03-6200	Per Diem In-State	\$ 1,757	\$ 5,106	\$ 1,757			\$ 1,757	\$ 1,757			\$ 1,757
03-6210	Motor Pool Rental	62	547	62			62	62			62
03-6230	Public Transportation In-State	24	583	24			24	24			24
03-6240	Personal Vehicle In-State	338	1,326	338			338	338			338
03-6250	Common Air Transportation In -State	2,287	9,234	2,287			2,287	2,287			2,287
	Total In-State Travel - Category 03	\$ 4,469	\$ 16,796	\$ 4,469	\$ -	\$ -	\$ 4,469	\$ 4,469	\$ -	\$ -	\$ 4,469

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET																
Cat. 02	Out-Of-State Travel Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimated		5 Year Average	Fiscal 2028 Budget	Fiscal 2029 Budget
02-6100	Per Diem Out-of -State	\$ 25,602	\$ 21,881	\$ 22,685	\$ 22,963	\$ 14,954	\$ 640	\$ 6,539	\$ 24,723	\$ 25,009	\$ 19,892	\$ 35,390		\$ 26,737	\$ 35,390	\$ 35,390
02-6130	Public Transportation Out-of-State	6,056	4,134	4,536	4,378	3,045	116	855	3,497	3,063	2,546	4,884		4,376	4,884	4,884
02-6140	Personal Vehicle Out-of-State	3,106	1,927	2,636	1,619	1,656	65	398	1,778	1,685	1,781	2,369		2,111	2,369	2,369
02-6150	Common Air Transportation Out-of-State	39,390	23,977	27,032	22,565	16,650	-	7,047	9,597	15,434	10,845	22,224		21,842	22,224	22,224
	Total Out-of-State Travel - Category 02	\$ 74,154	\$ 51,919	\$ 56,889	\$ 51,525	\$ 36,305	\$ 821	\$ 14,839	\$ 39,595	\$ 45,191	\$ 35,064	\$ 64,867		\$ 55,066	\$ 64,867	\$ 64,867

Cat. 03	In-State Travel Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimated		5 Year Avg (even)	5 Year Avg (Odd)	F/Y 2018 Budget	F/Y 2019 Budget
03-6200	Per Diem In-State	\$ 2,839	\$ 4,524	\$ 3,056	\$ 3,241	\$ 984		\$ 782	\$ 91	\$ 1,772	\$ 1,216	\$ 1,757	(2)	\$ 1,670	\$ 2,975	\$ 1,757	\$ 1,757
03-6210	Motor Pool Rental	442	505	535	283	136		76		857	213	62		333	396	62	62
03-6230	Public Transportation In-State	839	301	335	395			76		127	102	24		112	394	24	24
03-6240	Personal Vehicle In-State	858	801	710	790	379		212	305	445	614	338		417	755	338	338
03-6250	Common Air Transportation In -State	7,917	10,967	4,849	4,207	1,010		17	691	1,715	1,350	2,287		1,976	5,858	2,287	2,287
	Total In-State Travel - Category 03	\$ 12,895	\$ 17,098	\$ 9,485	\$ 8,916	\$ 2,509	\$ -	\$ 1,163	\$ 1,087	\$ 4,916	\$ 3,495	\$ 4,469		\$ 4,508	\$ 10,378	\$ 4,469	\$ 4,469

(1) Travel 5-year percentage based on highest 5 years in this chart.

(2) Odd and even 5-year percentage based on highest amounts in this chart.

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Categories 02 & 03 - Travel (In-State & Out-Of-State) Costs

JUNE 2026 Draft

ALLOCATIONS

Cat. 02	Out-Of-State Travel Description	F/Y 2028						F/Y 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
02-6100	Per Diem Out-of -State	\$ 35,390	\$ 14,156	\$ 885	\$ 885	\$ 19,464	\$ 35,390	\$ 35,390	\$ 14,156	\$ 885	\$ 885	\$ 19,464	\$ 35,390
02-6130	Public Transportation Out-of-State	4,884	1,954	122	122	2,686	4,884	4,884	1,954	122	122	2,686	4,884
02-6140	Personal Vehicle Out-of-State	2,369	948	59	59	1,303	2,369	2,369	948	59	59	1,303	2,369
02-6150	Common Air Transportation Out-of-State	22,224	8,890	556	556	12,223	22,224	22,224	8,890	556	556	12,223	22,224
	Total Out-of-State Travel - Category 02	64,867	25,947	1,622	1,622	35,677	64,867	64,867	25,947	1,622	1,622	35,677	64,867

Cat. 03	In-State Travel Description	F/Y 2028						F/Y 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
03-6200	Per Diem In-State	\$ 1,757	\$ 351	\$ 351	\$ 351	\$ 703	\$ 1,757	\$ 1,757	\$ 351	\$ 351	\$ 351	\$ 703	\$ 1,757
03-6210	Motor Pool Rental	62	12	12	12	25	62	62	12	12	12	25	62
03-6230	Public Transportation In-State	24	5	5	5	10	24	24	5	5	5	10	24
03-6240	Personal Vehicle In-State	338	68	68	68	135	338	338	68	68	68	135	338
03-6250	Common Air Transportation In -State	2,287	457	457	457	915	2,287	2,287	457	457	457	915	2,287
	Total In-State Travel - Category 03	\$ 4,469	\$ 894	\$ 894	\$ 894	\$ 1,788	\$ 4,469	\$ 4,469	\$ 894	\$ 894	\$ 894	\$ 1,788	\$ 4,469

Allocation Percentages based on estimated average percentage	40.00%	2.50%	2.50%	55.00%	100.00%
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Allocation Percentages based on estimated average percentage	20.00%	20.00%	20.00%	40.00%	100.00%
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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

Category 04 - Operating Costs

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029											
Cat. 04	Description	F/Y 2026 Est. Actual	Legislative Approved Budget F/Y 2027	Fiscal 2028			Fiscal 2029				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
04-6211	Motor Pool Monthly Charges	\$ -		\$ -			\$ -	\$ -			\$ -
04-7020	Operating Supplies	14,800	9,179	14,800			14,800	14,800			14,800
04-7030	Freight Charges	591	1,254	591			591	591			591
04-7040	Non-State Printing Charges	3,807	1,254	3,807			3,807	3,807			3,807
04-7045	State Printing Charges	35	2,105	35			35	35			35
04-7050	Employee Bond Insurance	175	175	175			175	175			175
04-7051	Property & Content Insurance	5,103		5,103			5,103	5,103			5,103
04-7052	Vehicle Comp & Collision	486	487	486			486	486			486
04-7054	AG Tort Claim Assessment	6,165	6,165	6,165			6,165	6,165			6,165
04-7059	Vehicle Liability Insurance	1,161	1,161	1,161			1,161	1,161			1,161
04-705A	Non B&G Property Insurance	5,103	5,103	5,103			5,103	5,103			5,103
04-7080	Legal and Court	-		-			-	-			-
04-7073	Software License	5,267		5,267			5,267	5,267			5,267
04-7100	Molasky Building Rent	379,392	291,814	379,392	15,000		394,392	379,392	15,000		394,392
04-7111	Other Non-State Facilities Rent (offsite storage)	1,431		1,431			1,431	1,431			1,431
04-7120	Advertising and Public Relations	551	4,560	551			551	551			551
04-7138	Other Utilities	-		-			-	-			-
04-7151	Maintenance of Vehicles	144	1,002	144	2,500		2,644	144	2,500		2,644
04-7153	Gasoline	1,245	539	1,245	2,000		3,245	1,245	2,000		3,245
04-7156/7	Vehicle Repair, Parts and Supplies	-		-	2,000		2,000	-	2,000		2,000
04-7240	Host Fund Expense and Prizes	1,177	562	1,177			1,177	1,177			1,177
04-7285/6	Postage & Mail Room	5,739	5,909	5,739			5,739	5,739			5,739
04-7289	EITS Phone Line	5,235	5,796	5,235			5,235	5,235			5,235
04-7290	Phone, Fax, Communication Line	-	1,291	-			-	-			-
04-7291	Cell Phone	8,340	10,218	8,340			8,340	8,340			8,340
04-7296	EITS Long Distance Charges	-	132	-			-	-			-
04-7301	Membership Dues	41,292	46,329	41,292			41,292	41,292			41,292
04-7302/6	Registration Fees & Employee Reimbursement	26,589	22,260	26,589			26,589	26,589			26,589
04-7310	Power Purchases	-		-			-	-			-
04-7320	Instructional Supplies	-		-			-	-			-
04-7370	Publications & Periodicals	539	3,150	539			539	539			539
04-7430	Professional Services	2,316	875	2,316			2,316	2,316			2,316
04-738X	Employee Moving Expenses	-		-			-	-			-
04-7460	Small Equipment Purchases <\$5,000	-		-			-	-			-
04-7630	Misc. Goods & Materials	-		-			-	-			-
04-7635	Misc. Services, Inspections (7340)	1,476	723	1,476			1,476	1,476			1,476
04-7980	Operating Lease Payments (copier etc)	3,955	6,008	3,955			3,955	3,955			3,955
04-7770	Misc Computer Software & Hardware (8371)	-		-			-	-			-
04-9498	CREDA passthrough charges	68,764	60,000	68,764	5,000		73,764	68,764	5,000		73,764
	TOTAL OPERATING CATEGORY - 04	\$ 590,876	\$ 488,051	\$ 590,876	\$ 26,500	\$ -	\$ 617,376	\$ 590,876	\$ 26,500	\$ -	\$ 617,376

Building rent increased to accommodate lease contract escalation clause.

DRAFT - JUNE 2026

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Category 04 - Operating Costs

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET															
Cat. 04	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimated	5 Year Average	Fiscal 2028 Budget	Fiscal 2029 Budget
04-6211	Motor Pool Monthly Charges	\$ 2,920	\$ 5,557	\$ 4,607	\$ 4,202							\$ -	\$ -	\$ -	\$ -
04-7020	Operating Supplies	\$ 12,752	\$ 9,717	\$ 12,201	\$ 10,993	\$ 7,375	\$ 12,169	\$ 8,492	\$ 7,886	\$ 9,974	\$ 12,682	14,800	10,767	14,800	14,800
04-7030	Freight Charges	861	739	929	1,407	445	720	1,254	612	559	1,143	591	832	591	591
04-7040	Non-State Printing Charges	7,156	5,543	5,447	4,350	2,129	1,067	165	2,210	2,105	3,930	3,807	2,443	3,807	3,807
04-7045	State Printing Charges	183	702	641	614	175	32	259	564	95	775	35	346	35	35
04-7050	Employee Bond Insurance	51	47	62	62	151	124	122	122	112	112	175	129	175	175
04-7051	Property & Content Insurance	1,589	1,589	1,547	1,547	1,929	1,912	2,055	2,055	4,164	4,164	5,103	3,508	5,103	5,103
04-7052	Vehicle Comp & Collision	276	259	165	250	580	435	413	310	520	520	486	450	486	486
04-7054	AG Tort Claim Assessment	4,974	4,974	4,041	3,980	3,511	3,505	3,587	3,582	4,889	4,890	6,165	4,623	6,165	6,165
04-7059	Vehicle Liability Insurance		722	730	1,047	637	578	673	584	1,026	1,029	1,161	895	1,161	1,161
04-705A	Non B&G Property Insurance											5,103	1,021	5,103	5,103
04-7080	Legal and Court		756	380	972	119								-	-
04-7073	Software License						3,650	3,650	3,950	3,950	7,424	5,267	4,848	5,267	5,267
04-7100	Molasky Building Rent	125,876	131,006	128,638	137,319	105,653	144,422	126,402	129,033	123,640	284,544	379,392	208,602	394,392	394,392
04-7111	Other Non-State Facilities Rent (offsite storage)	2,483	4,674	4,635	2,986	900		1,000	973	1,290	1,311	1,431	1,201	1,431	1,431
04-7120	Advertising and Public Relations	2,586	4,934	6,052	7,091	1,900	1,205	182		4,560		551	1,059	551	551
04-7138	Other Utilities									734	142		175	-	-
04-7151	Maintenance of Vehicles	1,577	1,574	980	1,490	881	178	1,002	99	402	900	144	509	2,644	2,644
04-7153	Gasoline	1,597	721	823	607	1,114	126	540	1,224	1,222	779	1,245	1,002	3,245	3,245
04-7156/7	Vehicle Repair, Parts and Supplies	719	839	1,015										2,000	2,000
04-7240	Host Fund Expense and Prizes	4,507	3,034	2,765	1,559	1,093		562		124	1,555	1,177	684	1,177	1,177
04-7285/6	Postage & Mail Room	5,077	1,156	2,615	2,509	3,093	3,046	2,871	3,075	3,542	3,411	5,739	3,728	5,739	5,739
04-7289	EITS Phone Line	4,233	1,095	3,992	3,616	3,718	3,379	3,222	2,358	6,393	6,884	5,235	4,818	5,235	5,235
04-7290	Phone, Fax, Communication Line	5,570	5,392	1,024	385	1,007	1,449	1,291	61				270	-	-
04-7291	Cell Phone	8,562	10,227	9,501	10,178	10,664	9,269	10,218	8,939	7,452	6,590	8,340	8,308	8,340	8,340
04-7296	EITS Long Distance Charges	474	711	821	1,057	1,074	47	132	1,293				285	-	-
04-7301	Membership Dues	55,805	48,248	51,269	38,124	72,719	31,640	48,078	45,845	45,680	41,721	41,292	44,523	41,292	41,292
04-7302/6	Registration Fees & Employee Reimbursement	18,871	20,568	18,042	18,600	15,977	7,847	25,523	15,920	29,398	26,964	26,589	24,879	26,589	26,589
04-7310	Power Purchases									1,975	2,001		795	-	-
04-7320	Instructional Supplies	912	871	750	928	850	400							-	-
04-7370	Publications & Periodicals	15,075	9,382	8,709	16,646	10,186	4,982	6,068	6,265	3,149	27	539	3,210	539	539
04-7430	Professional Services	4,193	25,071	644						10,746	1,372	2,316	2,887	2,316	2,316
04-738X	Employee Moving Expenses	7,251									3,421		684	-	-
04-7460	Small Equipment Purchases <\$5,000									95	3,109		641	-	-
04-7630	Misc. Goods & Materials	378	3,588	1,374	928	468	1,833	148	2,141	335	42		533	-	-
04-7635	Misc. Services, Inspections (7340)	774	969	983	565	285	267	323	651	2,087	551	1,476	1,018	1,476	1,476
04-7980	Operating Lease Payments (copier etc)	6,461	6,622	7,421	4,588	4,273	4,527	6,008	4,690	4,527	3,626	3,955	4,561	3,955	3,955
04-7770	Misc Computer Software & Hardware (8371)	150	6,774	1,617	1,450			1,218	1,575	13,425	30,863		9,416	-	-
04-9498	CREDAs passthrough charges	55,465	55,485	59,347	61,251	67,385	66,463	54,957	61,004	62,522	62,828	68,764	62,015	73,764	73,764
	TOTAL OPERATING CATEGORY - 04	\$ 359,358	\$ 373,546	\$ 343,767	\$ 341,301	\$ 319,981	\$ 305,272	\$ 310,415	\$ 307,021	\$ 350,692	\$ 519,310	\$ 590,876	\$ 415,663	\$ 617,376	\$ 617,376

DRAFT - JUNE 2026

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Category 04 - Operating Costs

JUNE 2026 Draft

ALLOCATIONS													
Cat. 04		F/Y 2028						F/Y 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
04-6211	Motor Pool Monthly Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
04-7020	Operating Supplies	14,800	3,360	2,733	5,580	3,127	14,800	14,800	3,360	2,733	5,580	3,127	14,800
04-7030	Freight Charges	591	134	109	223	125	591	591	134	109	223	125	591
04-7040	Non-State Printing Charges	3,807	864	703	1,435	804	3,807	3,807	864	703	1,435	804	3,807
04-7045	State Printing Charges	35	8	6	13	7	35	35	8	6	13	7	35
04-7050	Employee Bond Insurance	175	40	32	66	37	175	175	40	32	66	37	175
04-7051	Property & Content Insurance	5,103	1,158	942	1,924	1,078	5,103	5,103	1,158	942	1,924	1,078	5,103
04-7052	Vehicle Comp & Collision	486	110	90	183	103	486	486	110	90	183	103	486
04-7054	AG Tort Claim Assessment	6,165	1,400	1,139	2,324	1,303	6,165	6,165	1,400	1,139	2,324	1,303	6,165
04-7059	Vehicle Liability Insurance	1,161	264	214	438	245	1,161	1,161	264	214	438	245	1,161
04-705A	Non B&G Property Insurance	5,103	1,158	942	1,924	1,078	5,103	5,103	1,158	942	1,924	1,078	5,103
04-7080	Legal and Court												
04-7073	Software License	5,267	1,196	973	1,986	1,113	5,267	5,267	1,196	973	1,986	1,113	5,267
04-7100	Molasky Building Rent	394,392	394,392				394,392	394,392	394,392				394,392
04-7111	Other Non-State Facilities Rent (offsite storage)	1,431	325	264	539	302	1,431	1,431	325	264	539	302	1,431
04-7120	Advertising and Public Relations	551	125	102	208	116	551	551	125	102	208	116	551
04-7138	Other Utilities												
04-7151	Maintenance of Vehicles	2,644	600	488	997	559	2,644	2,644	600	488	997	559	2,644
04-7153	Gasoline	3,245	737	599	1,223	686	3,245	3,245	737	599	1,223	686	3,245
04-7156/7	Vehicle Repair, Parts and Supplies	2,000	454	369	754	423	2,000	2,000	454	369	754	423	2,000
04-7240	Host Fund Expense and Prizes	1,177	267	217	444	249	1,177	1,177	267	217	444	249	1,177
04-7285/6	Postage & Mail Room	5,739	1,303	1,060	2,164	1,213	5,739	5,739	1,303	1,060	2,164	1,213	5,739
04-7289	EITS Phone Line	5,235	1,188	967	1,974	1,106	5,235	5,235	1,188	967	1,974	1,106	5,235
04-7290	Phone, Fax, Communication Line												
04-7291	Cell Phone	8,340	1,893	1,540	3,144	1,762	8,340	8,340	1,893	1,540	3,144	1,762	8,340
04-7296	EITS Long Distance Charges												
04-7301	Membership Dues	41,292	9,374	7,626	15,568	8,724	41,292	41,292	9,374	7,626	15,568	8,724	41,292
04-7302/6	Registration Fees & Employee Reimbursement	26,589	6,036	4,911	10,025	5,618	26,589	26,589	6,036	4,911	10,025	5,618	26,589
04-7310	Power Purchases												
04-7320	Instructional Supplies												
04-7370	Publications & Periodicals	539	122	99	203	114	539	539	122	99	203	114	539
04-7430	Professional Services	2,316	526	428	873	489	2,316	2,316	526	428	873	489	2,316
04-738X	Employee Moving Expenses												
04-7460	Small Equipment Purchases <\$5,000												
04-7630	Misc. Goods & Materials												
04-7635	Misc. Services, Inspections (7340)	1,476	335	273	556	312	1,476	1,476	335	273	556	312	1,476
04-7980	Operating Lease Payments (copier etc)	3,955	898	730	1,491	836	3,955	3,955	898	730	1,491	836	3,955
04-7770	Misc Computer Software & Hardware (8371)												
04-9498	CREDA passthrough charges	73,764	73,764				73,764	73,764	73,764				73,764
TOTAL OPERATING CATEGORY - 04		\$ 617,376	\$ 502,032	\$ 27,558	\$ 56,259	\$ 31,527	\$ 617,376	\$ 617,376	\$ 502,032	\$ 27,558	\$ 56,259	\$ 31,527	\$ 617,376
Direct Labor Hours			22.70%	18.47%	37.70%	21.13%	100.00%						
Assigned Group Allocation Molasky Personnel			100.00%				100.00%						
Building Allocation (no longer used for Molasky Building)			50%			50%	100.00%						

DRAFT - JUNE 2026

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

Category 04 - Contracts

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029											
Cat. 04	Description	F/Y 2026 Est. Actual	Legislative Approved Budget F/Y 2027	Fiscal 2028			Fiscal 2029				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
7060	Contract Services (Board of Examiners)										
	Legal Contracts										
	Anderson Beede Weisenmiller LLC	-		-			-	-			-
	Archer Energy Solutions	3,930		\$ 3,930	\$ 5,000		8,930	\$ 3,930	\$ 5,000		8,930
	March Counsel LLC	4,467	\$ 2,245	4,466.67	10,000		14,467	4,467	10,000		14,467
	Garman Turner	-		-			-	-			-
	Stinson Leonard Street	-		-			-	-			-
	Administrative Contracts										
	Audit Contract	\$ 92,485	88,000	92,485	2,515		95,000	\$ 92,485	\$ 4,515		97,000
	Caseware ACFR Software	\$ -		-			-	-			-
	Martha Ford	\$ -		-			-	-			-
	Hydropower Contracts										
				-							-
	Kupfersmid & Company	6,930		6,930	5,000		11,930	6,930	5,000		11,930
	Holley Driggs / Anderson Beede	-		-			-	-			-
	LCPDS LLC. (replacing Exeter Associates)	-		-			-	-			-
	Fairchild Consulting	-		-			-	-			-
	Water Contracts										
	Sara Price	-		-			-	-			-
	Water And Power Law Group			-			-	-			-
	Fenemore Craig	-	6,831	-			-	-			-
	Other Contracts										
	Marcus Faust PC	60,000	60,000	60,000			60,000	60,000			60,000
	Research and Development Contracts										
	Consultation contracts authorized under NRS 538.226:										
	538.226 1(b) Water negotiations consultation		200,000	200,000			200,000	200,000			200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.		250,000	250,000			250,000	250,000			250,000
	Total Contract Costs	\$ 167,811	\$ 607,076	\$ 617,811	\$ 22,515	\$ -	\$ 640,326	\$ 617,811	\$ 24,515	\$ -	\$ 642,326
7061	Contract Services (Other)										

Total Contract Costs	\$ 167,811	\$ 607,076	\$ 617,811	\$ 22,515	\$ -	\$ 640,326	\$ 617,811	\$ 24,515	\$ -	\$ 642,326
Research and Development Contracts										
Consultation contracts authorized under NRS 538.226: *										
538.226 1(b) Water negotiations consultation		200,000	200,000			200,000	200,000	-	-	200,000
538.226 1(c) Water quality, ecological		250,000	250,000			250,000	250,000	-	-	250,000
Total NRS Authorization	\$ -	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ 450,000

Current contract Budget:	\$ 167,811	\$ 157,076	\$ 167,811	\$ 22,515	\$ -	\$ 190,326	\$ 167,811	\$ 24,515	\$ -	\$ 192,326
Current Contract Services Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND
BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Category 04 - Contracts

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET									
Cat. 04	Description	F/Y 2022 Costs	F/Y 2023 Costs	F/Y 2024 Costs	F/Y 2025 Costs	F/Y 2026 Estimated	5 Year Average	Fiscal 2028 Budget	Fiscal 2029 Budget
7060	Contract Services (Board of Examiners)								
	Legal Contracts								
	Anderson Beede Weisenmiller LLC			\$ 27,679		-	\$ 5,536		
	Archer Energy Solutions				\$ 39,836	3,930	8,753	8,930	8,930
	March Counsel LLC		5,273	2,245	10,201	4,467	4,437	\$ 14,467	\$ 14,467
	Garman Turner			17,688		-	3,538		
	Stinson Leonard Street	4,466				-	893		
	Administrative Contracts								
	Audit Contract	49,000	71,000	80,000	46,137	92,485	67,724	95,000	97,000
	Caseware ACFR Software	9,971	9,971			-	3,988		
	Martha Ford	6,088	2,125			-	1,643		
	Gray Consulting					-	-		
	Hydropower Contracts								
	Kupfersmid & Company				12,556	6,930	3,897	11,930	11,930
	Holley Driggs / Anderson Beede		44,705			-	8,941		
	LCPDS LLC. (replacing Exeter Associates)					-	-		
	Fairchild Consulting					-	-		
	Water Contracts								
	Sara Price					-	-		
	Water And Power Law Group	1,040	697		600		467		
	Fenemore Craig	13,662	55,824			-	13,897		
	Other Contracts								
	Marcus Faust PC	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
	Research and Development Contracts								
	Consultation contracts authorized under NRS 538.226:								
	538.226 1(b) Water negotiations consultation							200,000	200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.							250,000	250,000
	Total Contract Costs	\$ 144,227	\$ 249,595	\$ 187,612	\$ 169,330	\$ 167,811	\$ 183,715	\$ 640,326	\$ 642,326
	Contract Services (Other)								
	Total Contract Costs	\$ 144,227	\$ 249,595	\$ 187,612	\$ 169,330	\$ 167,811	\$ 183,715	\$ 640,326	\$ 642,326
	Research and Development Contracts								
	Consultation contracts authorized under NRS 538.226:								
	538.226 1(b) Water negotiations consultation							200,000	200,000
	538.226 1(c) Water quality, ecological							250,000	250,000
	Total NRS Authorization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	\$ 450,000

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND
BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029
Category 04 - Contracts

JUNE 2026 Draft

BUDGET WORKSHEET

ALLOCATIONS														
Cat. 04	Description		F/Y 2028					F/Y 2029						
			Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
7060	Contract Services (Board of Examiners)													
	Legal Contracts													
	Anderson Beede Weisenmiller LLC	Hydro 75% ES 25%	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -			\$ -
	Archer Energy Solutions	Hydro 10% ES 90%	8,930	893	8,037			8,930	8,930	893	8,037			8,930
	March Counsel LLC	Hydro 10% ES 90%	14,467	1,447	13,020			14,467	14,467	1,447	13,020			14,467
	Garman Turner	Hydro 10% ES 90%	-	-	-			-	-	-	-			-
	Stinson Leonard Street	Hydro 10% ES 90%	-	-	-			-	-	-	-			-
	Administrative Contracts													
	Audit Contract		95,000	21,567	17,545	35,817	20,071	95,000	97,000	22,021	17,914	36,571	20,494	97,000
	Caseware ACFR Software		-	-	-	-	-	-	-	-	-	-	-	-
	Martha Ford		-	-	-	-	-	-	-	-	-	-	-	-
	Gray Consulting		-	-	-	-	-	-	-	-	-	-	-	-
	Hydropower Contracts													
	Kupfersmid & Company	Hydro 100%	11,930	11,930				11,930	11,930	11,930				11,930
	Holley Driggs / Anderson Beede	Hydro 100%	-	-				-	-	-				-
	LCPDS LLC. (replacing Exeter Associates)	Hydro 50% ES 50%	-	-	-			-	-	-	-			-
	Fairchild Consulting	Hydro 100%	-	-				-	-	-				-
	Water Contracts													
	Sara Price	NRG 100%	-				-	-	-				-	-
	Fenemore Craig	NRG 100%	-				-	-	-				-	-
	Other Contracts	NRG 100%	-				-	-	-				-	-
	Other Contracts													
	Marcus Faust PC	NRG 75% Hydro 25%	60,000	15,000			45,000	60,000	60,000	15,000			45,000	60,000
	Research and Development Contracts													
	Consultation contracts authorized under NRS 538.226:													
	538.226 1(b) Water negotiations consultation		200,000				200,000	200,000	200,000				200,000	200,000
	538.226 1(c) Water quality, ecological evaluation or enhancement, or weather modifications. The authorization is not funded or billed until contract approval by Commission.		250,000				250,000	250,000	250,000				250,000	250,000
	Total Contract Costs		\$ 640,326	\$ 50,837	\$ 38,602	\$ 35,817	\$ 515,071	\$ 640,326	\$ 642,326	\$ 51,291	\$ 38,971	\$ 36,571	\$ 515,494	\$ 642,326
	Contract Services (Other)													

Allocation:	Direct Assignment													
	Direct Labor Hours								22.70%	18.47%	37.70%	21.13%	100.00%	

Total Contract Costs		\$ 640,326	\$ 50,837	\$ 38,602	\$ 35,817	\$ 515,071	\$ 640,326	\$ 642,326	\$ 51,291	\$ 38,971	\$ 36,571	\$ 515,494	\$ 642,326
Research and Development Contracts													
Consultation contracts authorized under NRS 538.226:													
538.226 1(b) Water negotiations consultation		200,000	-	-	-	200,000	200,000	200,000	-	-	-	200,000	200,000
538.226 1(c) Water quality, ecological		250,000	-	-	-	250,000	250,000	250,000	-	-	-	250,000	250,000
Total NRS Authorization		\$ 450,000	\$ -	\$ -	\$ -	\$ 450,000	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ -	\$ 450,000	\$ 450,000
Current contract Budget:		\$ 190,326	\$ 50,837	\$ 38,602	\$ 35,817	\$ 65,071	\$ 190,326	\$ 192,326	\$ 51,291	\$ 38,971	\$ 36,571	\$ 65,494	\$ 192,326
Current Contract Services Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

Category 05 - Equipment

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029											
Cat. 05	Description	F/Y 2026 Est. Actual	Legislative Approved Budget F/Y 2027	Fiscal 2028				Fiscal 2029			
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
8310	Automobiles - Replacement										
	Automobile Replacement						\$ -	\$ -			\$ -
8330	Office and Other Equipment										-
											-
											-
	Misc. Office Equipment						-				-
	Telephone System Equipment						-				-
	Cubicle Reconfiguration						-				-
							-				-
							-				-
							-				-
							-				-
Total Category 05		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

Category 05 - Equipment

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET									
Cat. 05	Description	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimated	5 Year Average	F/Y 2028 Budget	F/Y 2029 Budget
8310	Automobiles - Replacement								
	Automobile Replacement					\$ -	\$ -	\$ -	\$ -
8330	Office and Other Equipment								
	Misc. Office Equipment								
	Telephone System Equipment								
	Cubicle Reconfiguration								
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Category 05 - Equipment

JUNE 2026 Draft

ALLOCATIONS													
Cat. 05	Description	Fiscal 2028						Fiscal 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
8310	Automobiles - Replacement												
	Automobile Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8330	Office and Other Equipment												
	Misc. Office Equipment												-
	Telephone System Equipment												-
	Cubicle Reconfiguration												-
													-
	Total Category 05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

Category 26 - Information Technology Costs

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Cat. 26	Description	F/Y 2026 Est. Actual	Legislative Approved Budget F/Y 2027	Fiscal 2028				Fiscal 2029			
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
					Increase	Decrease			Increase	Decrease	
7291	Operating Supplies	\$ 2,159	\$ 250	\$ 2,159			\$ 2,159	\$ 2,159			\$ 2,159
7292	Freight Charges										
7293	Software Licenses	4,159	3,950	4,159			4,159	4,159			4,159
7294	Inspections & Certifications										
7295	Small Computer Equipment	1,065		1,065			1,065	1,065			1,065
7296	EITS Disk Storage										
7297	EITS Web Hosting	1,140		1,140			1,140	1,140			1,140
7298	EITS Email Service						-				-
7299	EITS Silvernet Access	13,476	10,106	13,476			13,476	13,476			13,476
7300	EITS Productivity Suite	26,247	22,525	26,247			26,247	26,247			26,247
7301	EITS Vitural Server Hosting		1,355								
7302	EITS Infrastructure Assessment	31,844	23,747	31,844			31,844	31,844			31,844
7303	EITS Security Assessment	8,459	6,309	8,459			8,459	8,459			8,459
7630	Misc. Goods & Materials						-				-
7771	Computer Software	21,400	10,959	21,400	5,000		26,400	21,400	6,000		27,400
8370	Computer Hardware> \$5,000	22,450	85,320	22,450	10,000		32,450	22,450	12,000		34,450
8371	Computer Hardware< \$5,000		25,440								
	Total Category 26	\$ 132,398	\$ 189,961	\$ 132,398	\$ 15,000	\$ -	\$ 147,398	\$ 132,398	\$ 18,000	\$ -	\$ 150,398

Computer related charges and assessments are based on State assessment schedules.

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COLORADO RIVER COMMISSION
FUND 4490
 COLORADO RIVER COMMISSION FUND
 BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029
 Category 26 - Information Technology Costs

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET															
Cat. 26	Description	F/Y 2016 Actual	F/Y 2017 Actual	F/Y 2018 Actual	F/Y 2019 Actual	F/Y 2020 Actual	F/Y 2021 Actual	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimated	5 Year Average	F/Y 2028 Budget	F/Y 2029 Budget
7020	Operating Supplies	\$ 622	\$ 100			\$ 338	\$ 124	\$ 250	\$ 4,637	\$ 813	\$ 487	\$ 2,159	\$ 1,669	\$ 2,159	\$ 2,159
7030	Freight Charges									\$ 28			6		
7073	Software Licenses						385	982	1,665	3,042	3,853	4,159	2,740	4,159	4,159
7340	Inspections & Certifications										135		27		
7460	Small Computer Equipment	\$ 159					186					1,065	213	1,065	1,065
7531	EITS Disk Storage														
7532	EITS Web Hosting	2,341	2,889	673	786	1,522		138	953			1,140	446	1,140	1,140
7533	EITS Email Service	1,608	1,815	6,804	6,960										
7542	EITS Silvernet Access			6,967	6,967	6,384	6,384	16,824	16,824	6,838	6,838	13,476	12,160	13,476	13,476
7547	EITS Productivity Suite					16,871	16,084	16,879	15,311	14,653	17,653	26,247	18,149	26,247	26,247
7548	EITS Vitural Server Hosting									1,222	1,466		538		
7554	EITS Infrastructure Assessment	6,383	6,652	8,030	8,674	11,369	11,340	13,269	13,215	12,955	12,927	31,844	16,842	31,844	31,844
7556	EITS Security Assessment	4,189	4,582	3,874	5,276	4,763	4,751	4,008	3,956	4,551	4,544	8,459	5,104	8,459	8,459
7630	Misc. Goods & Materials	26	2,550												
7770	Computer Software	1,380	331	4,273	7,453	5,762	9,647	8,200	4,080	850	6,344	21,400	8,175	26,400	27,400
8370	Computer Hardware> \$5,000	15,304	27,688	11,368	14,367	83,348	57,717	38,528	31,565	35,010	63,564	22,450	38,223	32,450	34,450
	Computer Hardware< \$5,000														
	Total Category 26 Expenditures	\$ 32,012	\$ 46,607	\$ 41,989	\$ 50,483	\$ 130,357	\$ 106,618	\$ 99,078	\$ 92,206	\$ 79,962	\$ 117,811	\$ 132,398	\$ 104,291	\$ 147,398	\$ 150,398

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

Category 26 - Information Technology Costs

JUNE 2026 Draft

ALLOCATIONS

Cat. 26		Fiscal 2028						Fiscal 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
7291	Operating Supplies	\$ 2,159	\$ 604	\$ 604	\$ 604	\$ 345	\$ 2,159	\$ 2,159	\$ 604	\$ 604	\$ 604	\$ 345	\$ 2,159
7370	Software Licenses	4,159				4,159	4,159	4,159				4,159	4,159
7460	Small Computer Equipment	1,065	298	298	298	170	1,065	1,065	298	298	298	170	1,065
7532	EITS Web Hosting	1,140	319	319	319	182	1,140	1,140	319	319	319	182	1,140
7533	EITS Email Service												
7542	EITS Silvernet Access	13,476	3,773	3,773	3,773	2,156	13,476	13,476	3,773	3,773	3,773	2,156	13,476
7545	EITS Productivity Suite	26,247	7,349	7,349	7,349	4,199	26,247	26,247	7,349	7,349	7,349	4,199	26,247
7554	EITS Infrastructure Assessment	31,844	8,916	8,916	8,916	5,095	31,844	31,844	8,916	8,916	8,916	5,095	31,844
7556	EITS Security Assessment	8,459	2,368	2,368	2,368	1,353	8,459	8,459	2,368	2,368	2,368	1,353	8,459
7630	Misc. Goods & Materials												
7771	Computer Software	26,400	26,400				26,400	27,400	27,400				27,400
8370	Computer Hardware> \$5,000	32,450	32,450				32,450	34,450	34,450				34,450
Total Category 26		\$ 147,398	\$ 82,479	\$ 23,629	\$ 23,629	\$ 17,661	\$ 147,398	\$ 150,398	\$ 85,479	\$ 23,629	\$ 23,629	\$ 17,661	\$ 150,398

Assigned Group Allocation	28.00%	28.00%	28.00%	16.00%	100.00%
Assigned Group Allocation Molasky Personnel	100.00%				100.00%
Direct Assignment					

COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

State Allocation and Other Categories

JUNE 2026 Draft

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029											
Cat.	Description	F/Y 2026 Est. Actual	Legislative Approved Budget F/Y 2027	Fiscal 2028			Fiscal 2029				
				Base Budget Request	Budget Change		Total Budget Request	Base Budget Request	Budget Change		Total Budget Request
Increase	Decrease	Increase	Decrease								
Cat. - 10 Small Water Purchases											
10-7310	USBR Small Water Purchases	\$ 2,189	\$ 2,189	\$ 2,189	\$ 3,000		\$ 5,189	\$ 2,189	\$ 3,000		\$ 5,189
Cat. - 30 Training											
30-7302	Registration and related training costs	\$ 799	\$ 799	\$ 799	\$ 2,500		\$ 3,299	\$ 799	\$ 2,750		\$ 3,549
Cat. - 59 Utilities											
59-7138	Other Utilities - Cable	\$ 9,500	\$ 4,488	\$ 9,500	\$ 2,000		\$ 11,500	\$ 9,500	\$ 2,500		\$ 12,000
Cat. - 87 Purchasing Assessment											
87-7393	Purchasing Assessment	\$ -	\$ 391	\$ -	\$ 500		\$ 500	\$ -	\$ 500		\$ 500
Cat. - 88 Cost Allocation											
88-9159	Statewide Cost Allocation	\$ 47,714	\$ 43,422	\$ 47,714	\$ 25,000		\$ 72,714	\$ 47,714	\$ 30,000		\$ 77,714
Cat. - 89 Attorney General Cost Allocation											
89-7391	Attorney General Cost Allocation	\$ 525,501	\$ 632,481	\$ 525,501	\$ 75,000		\$ 600,501	\$ 525,501	\$ 100,000		\$ 625,501

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

State Allocation and Other Categories

JUNE 2026 Draft

FIVE YEAR COMPARISON TO BUDGET									
Cat.	Description	F/Y 2022 Actual	F/Y 2023 Actual	F/Y 2024 Actual	F/Y 2025 Actual	F/Y 2026 Estimated	5 Year Average	F/Y 2028 Budget	F/Y 2029 Budget
Cat. - 10	Small Water Purchases								
10-7310	USBR Small Water Purchases	\$ 13,258	\$ 6,878	\$ 2,012	\$ 2,012	\$ 2,189	\$ 5,270	\$ 5,189	\$ 5,189
Cat. - 30	Training								
30-7302	Registration and related training costs	\$ 3,473	\$ 1,448	\$ 600	\$ 675	\$ 799	\$ 1,399	\$ 3,299	\$ 3,549
Cat. - 59	Utilities								
59-7138	Other Utilities - Cable	\$ 4,381	\$ 2,818	\$ 2,077	\$ 4,467	\$ 9,500	\$ 4,649	\$ 11,500	\$ 12,000
Cat. - 87	Purchasing Assessment								
87-7393	Purchasing Assessment	\$ 2,888	\$ 2,948	\$ 391	\$ 391	\$ -	\$ 1,324	\$ 500	\$ 500
Cat. - 88	Cost Allocation								
88-9159	Statewide Cost Allocation	\$ 114,197	\$ 112,796	\$ 96,923	\$ 64,953	\$ 47,714	\$ 87,317	\$ 72,714	\$ 77,714
Cat. - 89	Attorney General Cost Allocation								
89-7391	Attorney General Cost Allocation	\$ 305,684	\$ 23,957	\$ -	\$ 349,129	\$ 525,501	\$ 240,854	\$ 600,501	\$ 625,501

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COLORADO RIVER COMMISSION

FUND 4490

COLORADO RIVER COMMISSION FUND

BUDGET REQUEST FOR FISCAL YEAR 2028 & 2029

State Allocation and Other Categories

JUNE 2026 Draft

ALLOCATIONS

Cat.		Fiscal 2028						Fiscal 2029					
		Budget	Hydro	ES	PDP	NRG	Total	Budget	Hydro	ES	PDP	NRG	Total
Cat. - 10	Small Water Purchases												
10-7310	USBR Small Water Purchases	\$ 5,189				\$ 5,189	\$ 5,189	\$ 5,189				\$ 5,189	\$ 5,189
Cat. - 30	Training												
30-7302	Registration and related training costs	\$ 3,299	\$ 749	\$ 609	\$ 1,244	\$ 697	\$ 3,299	\$ 3,549	\$ 806	\$ 655	\$ 1,338	\$ 750	\$ 3,549
Cat. - 59	Utilities												
59-7138	Other Utilities - Cable	\$ 11,500	\$ 5,750	\$ -	\$ -	\$ 5,750	\$ 11,500	\$ 12,000	\$ 6,000	\$ -	\$ -	\$ 6,000	\$ 12,000
Cat. - 87	Purchasing Assessment												
87-7393	Purchasing Assessment	\$ 500	\$ 114	\$ 92	\$ 189	\$ 106	\$ 500	\$ 500	\$ 114	\$ 92	\$ 189	\$ 106	\$ 500
Cat. - 88	Cost Allocation												
88-9159	Statewide Cost Allocation	\$ 72,714	\$ 16,508	\$ 13,429	\$ 27,415	\$ 15,363	\$ 72,714	\$ 77,714	\$ 17,643	\$ 14,352	\$ 29,300	\$ 16,419	\$ 77,714
Cat. - 89	Attorney General Cost Allocation												
89-7391	Attorney General Cost Allocation	\$ 600,501	\$ 180,150	\$ -	\$ 195,163	\$ 225,188	\$ 600,501	\$ 625,501	\$ 187,650	\$ -	\$ 203,288	\$ 234,563	\$ 625,501

Direct Labor Hours	22.70%	18.47%	37.70%	21.13%	100.00%
Attorney General Labor Hours	30.00%		32.50%	37.50%	100.00%
Building Allocation (no longer used for Molasky Building)	50%			50%	100.00%

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DIRECT LABOR HOURS SUMMARY

JUNE 2026 Draft

Name	Position	Hydropower			Energy Services Group				Power Delivery Group						Natural Resources Group				Total	
		CRC1	Hydro	Note	Appl. %		CRC10pam	Note	Appl. %	CRC4				Note	Appl. %	CRC7	CRC9	Note		Appl. %
Eric Witkoski	Executive Director	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%	Envir MSCP		25.00%	100.00%
Sara (Price)Mason	Senior Assistant Director				0.00%				0.00%						0.00%	50.00%	50.00%		100.00%	100.00%
Ken Mayer	Power Supply Manager				0.00%		100.00%		100.00%						0.00%				0.00%	100.00%
Tom Patmavanu	Power Supply Planner				0.00%		100.00%		100.00%						0.00%				0.00%	100.00%
Kavitha Sajja	Power Supply Data Mgt. Specialist				0.00%		100.00%		100.00%						0.00%				0.00%	100.00%
Michael (Mike) Gonzales	Manager of Energy Accounting				0.00%		100.00%		100.00%						0.00%				0.00%	100.00%
Alena Sheehan	Energy Accountant				0.00%		100.00%		100.00%						0.00%				0.00%	100.00%
Joe Stubitz	Assistant Director Engineering & Oper.				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Walter Shupe	Power Facilities Manager				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
David Rodriguez	Power Facilities Manager				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Patrick Davis	Senior Power Facilities Engineer				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Nick (Rudolph) Werber	Senior Power Facilities Electrician				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Vacant	Power Facilities Comm. Tech				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Lawrence Yurek	Power Facilities Comm. Tech				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Timmy Nededog	Senior Power Facilities Electrician				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Dan Crowther	Senior Power Facilities Electrician				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
William Brunniga	Power Systems Engineer Project Manager				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Daniel Osterhout	Power Facilities Electrician				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Vacant	Power Facilities Electrician				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Cameron Auhoon	Senior Power Facilities Electrician				0.00%				0.00%	100.00%					100.00%				0.00%	100.00%
Vacant	Hydropower Program Manager	100.00%			100.00%				0.00%						0.00%				0.00%	100.00%
Gail Bates	Assistant Director Hydropower	100.00%			100.00%				0.00%						0.00%				0.00%	100.00%
Vacant	Natural Resource Specialist	100.00%			100.00%				0.00%						0.00%				0.00%	100.00%
Naphthali Alinsod	Assistant Hydropower Program Manager	100.00%			100.00%				0.00%						0.00%				0.00%	100.00%
Rebecca Suafoa	Hydropower Program Specialist	100.00%			100.00%				0.00%						0.00%				0.00%	100.00%
Elissa Emery	Assistant Power Supply Planner	100.00%			100.00%				0.00%						0.00%				0.00%	100.00%
Michelle Briggs	Special Counsel Attorney General	50.00%			50.00%				0.00%	50.00%					50.00%				0.00%	100.00%
David Newton	Special Counsel Attorney General	10.00%			10.00%				0.00%	15.00%					15.00%	75.00%			75.00%	100.00%
Warren Turkett	Division Head Water				0.00%				0.00%						0.00%	100.00%			100.00%	100.00%
Vacant	Environmental Program Manager				0.00%				0.00%						0.00%	100.00%			100.00%	100.00%
Danielle Collins	Natural Resource Specialist				0.00%				0.00%						0.00%	100.00%			100.00%	100.00%
Fenwei Hung	Hydrology & Modeling Analyst				0.00%				0.00%						0.00%	100.00%			100.00%	100.00%
Doug Beatty	Division Chief Finance & Admin.	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Gail Benton	Senior Accountant	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Ruidong (Roger) Luo	Senior Energy Accountant	32.00%			32.00%		18.00%		18.00%	32.00%					32.00%	18.00%			18.00%	100.00%
Lim (Hyeilm) Hong	Senior Energy Accountant	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Kaleb Hall	Assistant Director Energy Information Systems	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Christopher (Chris) Smith	Infrastructure Systems Coordinator	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
John Sagmani	IT Application Specialist	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Gina Goodman	Executive Assistant Manager	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Vacant	Office Manager	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Joshua Cleveland	Administrative Assistant II	25.00%			25.00%				0.00%	25.00%					25.00%	50.00%			50.00%	100.00%
Bobbie Hickman	Administrative Assistant II	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Marissa Russell	Administrative Assistant IV	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Elsa Nava	Administrative Assistant IV	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Thyandra Lewis	Administrative Assistant II	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
Tamisha Randolph	Administrative Assistant III	25.00%			25.00%		25.00%		25.00%	25.00%					25.00%	25.00%			25.00%	100.00%
	Direct Labor Hours				22.70%				18.47%						37.70%				21.13%	100.00%
	Attorney General Labor Hours				30.00%				0.00%						32.50%				37.50%	100.00%

DRAFT - JUNE 2026

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF JULY 14, 2026**

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF JULY 14, 2026**

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF JULY 14, 2026**

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF JULY 14, 2026**

SUBJECT: Comments and questions from the Commission members.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF JULY 14, 2026**

SUBJECT: Selection of the next possible meeting date.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on August 11, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM M
FOR MEETING OF JULY 14, 2026**

SUBJECT: Adjournment.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION:
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND: