

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM A  
FOR MEETING OF JUNE 9 , 2026**

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

**STAFF COMMENTS AND BACKGROUND:**

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

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM B  
FOR MEETING OF JUNE 9, 2026**

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

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM C  
FOR MEETING OF JUNE 9, 2026**

<b>SUBJECT:</b> <i>For Possible Action:</i> Approval of minutes of the February 10, 2026, meeting.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

The minutes of the February 10, 2026, meeting is enclosed for your review.

**The Colorado River Commission of Nevada (Commission) meeting was held at 1:32 p.m. on Tuesday, February 10, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.**

**COMMISSIONERS IN ATTENDANCE**

Vice Chairwoman  
Commissioner  
Commissioner  
Commissioner

Kara J. Kelley  
Marilyn Kirkpatrick  
Dan H. Stewart  
Steve Walton

**COMMISSIONERS PRESENT VIA TELECONFERENCE**

Commissioner  
Commissioner

Allen J. Puliz  
Cody Winterton

**COMMISSIONER NOT IN ATTENDANCE**

Chairwoman

Puoy K. Premsrirut

**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 System Project Manager  
Power Systems Operations Manager  
Power Facility Communication Technician  
Assistant Hydropower Manager  
Energy Management Data Analyst  
Natural Resources Specialist  
Natural Resources Specialist  
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 Stubit  
Gail Bates  
Warren Turkett, Ph.D.  
Gail L. Benton  
Hyelim Hong  
Ruidong Luo  
William Bruninga  
Walter Shupe  
Lawrence Yurek  
Matthew Alinsod  
Rebecca Suafoa  
Danielle Collins  
Kristina Sasser  
Gina L. Goodman  
Chris Smith  
John Sagmani  
Elsa Nava  
Marissa Russell  
Tamisha Randolph  
Joshua Cleveland  
Bobby Hickman  
Thyandra Lewis

## **OTHERS PRESENT: REPRESENTING**

City of Henderson, Government of Affairs Specialist  
City of Henderson, Deputy Director  
City of Henderson, Director  
Clark County Water Reclamation District  
College of Southern Nevada  
City of Boulder City  
EMD Acquisition DBA Borman  
EMD Acquisition DBA Borman  
Las Vegas Valley Water District  
LHoist  
NV Energy  
Office of the Governor, Policy Advisor  
Overton Power District #5  
Overton Power District #5  
Self  
Self  
Southern Nevada Water Authority  
Valley Electric Association, Inc.  
Valley Electric Association, Inc.

Chris Boyd  
Heidi Dexheimer  
Priscilla Howell  
Peter Beaulieu  
Tina Dobbs  
Josh Hardy  
Travis Starling  
Curtis Yao  
Brian Orion  
Duane Surman  
Pauline Douangpanya  
David Dazlich  
Johnathan Denninghoff  
Vernon Robison  
Taryn Alves  
Jerry Zimmerle  
Scott Krantz  
Julio Diaz  
Gabe De Guzman

**COLORADO RIVER COMMISSION OF NEVADA**

**MEETING OF**

**February 10, 2026**

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

**A. Conformance to Open Meeting Law.**

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

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

Vice Chairwoman Kara Kelley asked if there were any comments from the public. There were none. Vice Chairwoman Kelley also noted that comments may be sent to [crc.nv.gov/contact/](http://crc.nv.gov/contact/) or [CRCAadmin@CRC.nv.gov](mailto:CRCAadmin@CRC.nv.gov).

**C. For Possible Action: Approval of minutes of December 9, 2025, meeting.**

Commissioner Marilyn Kirkpatrick moved for approval the minutes of the December 9, 2025, meeting. The motion was seconded by Commissioner Steve Walton and approved by unanimous vote.

**D. For Possible Action: Selection of Vice Chair of the Commission, pursuant to NRS 538.111, that requires selection at the first meeting of the new year.**

Commissioner Kirkpatrick moved for approval of selection of Vice Chair of the Commission nominating Kara Kelley for another year in pursuant to NRS 538.111, that requires selection at the first meeting of the year. The motion was second by Commissioner Walton and approved by unanimous vote.

**E. For Possible Action: Public Hearing for comment and consideration of the allocation of Parker-Davis Project power contracts commencing October 1, 2028, including action to revise, approve, or reject, in whole or in part, the allocation of the hydropower resource in the Draft Order prepared by staff pursuant to NAC 538.455 (9).**

The following hearing will be made available by audio recording.

Commissioner Dan Stewart moved for approval of Public Hearing for comment and consideration of the allocation of Parker-Davis Project power contracts commencing October 1, 2028, including action to revise, approve, or reject, in whole or in part, the allocation of the hydropower resource in the Draft Order prepared by staff pursuant to NAC 538.455 (9). The motion was seconded by Commissioner Allen Puliz and approved by unanimous vote.

**F. For Possible Action: Approval of Amendment No. 3 to Boulder Flats Solar Interconnection Project Contract CRCBF-14 between the Colorado River Commission of Nevada and Summit Line Construction, Inc., to add the construction of a fire water line to the switchyard, extension of the dust permit, and an increase in the contract price by \$1,055,204.35.**

Mr. Witkoski introduced Agenda Item F.

Mr. Joseph Stubitz provided additional background to the proposed amendment. He explained the need to add the construction of a fire water line to the switchyard, extension of the dust permit, and an increase in the contract price by \$1,055,204.35.

Mr. Stubitz explains the construction of the Boulder Flats Solar Interconnection Project amendment is for a water line for Fire Protection as required by the City of Boulder City (Boulder City). It includes over 4000 feet of water lines that require back flow and a fire hydrant, and this water line would remain in ownership of the Southern Nevada Water Authority (SNWA), and they would retain an easement from Boulder City. I'm happy to entertain any questions.

Commissioner Puliz asked whether the Commission would maintain ownership of the water line and stated that based on his recent experience with somebody replacing fire hydrants at his building, the associated costs are expensive.

Mr. Stubitz responds that ownership of the water line would be under the Southern Nevada Water Authority, it would not be under the Commission.

Commissioner Stewart stated I think that answered my question. I wanted to confirm we are just acting as a contractor; The Commission is acting as a contractor on the pipeline, SNWA will maintain the pipeline, and they will get the water from Boulder City. Just want to make sure the rolls are straight.

Mr. Stubitz replies yes, that is correct.

Commissioner Walton states that this effort benefits all parties involved and represents an important collaborative effort among the agencies and holds particular significance for Boulder City. He noted that Boulder City has recently experienced a major battery energy storage system fire that required substantial amounts of water, which were not readily available. This lack of water created risks for personnel and equipment by limiting the ability to cool the incident and prevent the fire from spreading. By adding fire protection for the switchyards, it is not only critical for battery energy storage systems but for all switchyards where heat is generated and fire risk exists. Commissioner Walton further noted that there is limited firefighting staff, and so it is important to have an accessible water supply to avoid a shuttle project or calling in county and Henderson resources. He stated that this effort benefits all parties involved.

Commissioner Walton moved to approve Amendment No. 3 to Boulder Flats Solar Interconnection Project Contract CRCBF-14 between the Colorado River Commission of Nevada and Summit Line Construction, Inc., to add the construction of a fire water line to the switchyard, extension of the dust permit, and an increase in the contract price by \$1,055,204.35. The motion was second by Commissioner Kirkpatrick and approved by unanimous vote.

**G. *For Possible Action: Consideration of and possible action to approve First Amendment to Lease Agreement between the Colorado River Commission of Nevada and Southern Nevada Water Authority for office space which extends the current Lease Agreement for an additional two years terminating on June 30, 2028, with options to extend the term for two more years to June 30, 2030, and increases the rent due.***

Mr. Witkoski introduced Agenda Item G in consideration of and possible action to approve First Amendment to Lease Agreement between the Colorado River Commission of Nevada and Southern Nevada Water Authority for office space which extends the current Lease Agreement for an additional two years terminating on June 30, 2028, with options to extend the term for two more years to June 30, 2030, and increases the rent due.

Commissioner Stewart moved to approve first Amendment to Lease Agreement between the Colorado River Commission of Nevada and Southern Nevada Water Authority for office space which extends the current Lease Agreement for an additional two years terminating on June 30, 2028, with options to extend the term for two more years to June 30, 2030, and increases the rent due. The motion was second by Commissioner Kirkpatrick and approved by unanimous vote.

**H. *For Information Only: Update on the financial audit and preparation of the Annual Comprehensive Financial Report for Fiscal Years 24 and 25.***

Mr. Witkoski introduced Agenda Item H for information only regarding an update on the financial audit and preparation of the Annual Comprehensive Financial Report (ACFR) for Fiscal Years 2024 and 2025.

Douglas N. Beatty, Chief of Finance and Administration, explained staff had previously been awaiting information from the Nevada State Controller's Office that was necessary to complete the Fiscal Year 2024 ACFR.

**I. *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 I 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. At this time, there were no updates.

**J. 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, Natural Resources, provided a brief update on hydrological conditions, including precipitation, temperature, snowpack, and water use in Southern Nevada.

**K. 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.**

Vice Chairwoman Kelley 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.

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

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

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

The next meeting is tentatively scheduled for 1:30 p.m. on March 10, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**N. Adjournment.**

The meeting was adjourned at 2:45 p.m.

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

APPROVED:

\_\_\_\_\_  
Puoy K. Premsrirut, Chairwoman

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM D  
FOR MEETING OF JUNE 9, 2026**

*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 the Monthill Substation in the amount of \$976,739.

**RELATED TO AGENDA ITEM:**

None.

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

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background on Operations**

Pursuant to NRS 538.161, the Commission may execute contracts for the planning and development of 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 and procurement of a new substation. The proposed Contract No. CRCMH05 for the Control Enclosure is part of that project.

**B. Background of Bid/Procurement**

Bids were requested under Bid Solicitation No. 69CRC-S3768. The evaluation team reviewed the proposals and recommended approval of the bid from Electric Power Products, Inc. The proposed contract is for the purchase of one fully equipped, prefabricated metal control enclosure. Additionally, the Commission has experience with the company, and its performance has been satisfactory. The control enclosure will be purchased by the Commission pursuant to NRS 538.161(2), the Commission’s established Procedures for Purchasing Electrical Materials for the Power Delivery Project, and the State Administrative Manual (SAM) 0326.

**C. Staff’s recommendation**

Staff recommend that the Commission approve the contract with Electric Power Products, Inc. and authorize the Executive Director to sign it on behalf of the Commission.



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

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**Monthill Substation  
Contract No. CRCMH-05  
Control Enclosure**

**Bid Documents and Specifications**

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Issued For Bid:  
69CRC-S3768  
March 12, 2026

Notice of Intent:  
May 13, 2026

For Award:  
June 9, 2026

# MONTHILL SUBSTATION

Contract No. CRCMH-05  
Control Enclosure

## Bid Documents and Specifications

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## SECTION 100 REQUEST FOR BIDS

### 1. Notice.

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

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

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

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

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

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

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

### 2. Equipment.

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

One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Systems, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract. Items referred to as "Division 1" or "Div 1" documents within the Technical Specifications shall be defined as Sections 100-1000 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.

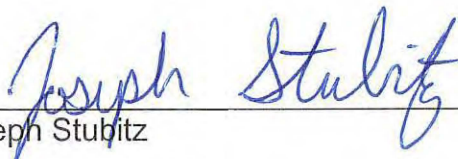
**6. Bid Acceptance.**

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: 03/12/2026

By:

  
\_\_\_\_\_  
Joseph Stubitiz  
Assistant Director for Engineering and  
Operations

BID RESPONSE DEADLINE: April 27, 2026

## **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:**

Monthill Substation  
Contract No. CRCMH-05  
Control Enclosure

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

Name: Electrical Power Products, Inc.  
Address: 4240 Army Post Rd  
Des Moines, IA 50321

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

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

**4. Bid Terms and Conditions.**

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. <u>  1  </u>	Dated <u>  4/20/26  </u>
No. <u>  2  </u>	Dated <u>  4/24/26  </u>
No. <u>          </u>	Dated <u>                  </u>

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

**5. Bid Price.**

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

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

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

<b>Bid Item</b>	<b>Specification Section</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Qty</b>	<b>Extended Price</b>	<b>Proposed Manufacturer</b>	<b>Delivery - Weeks After N-T-P*</b>
401	1000	One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Systems, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract F.O.B. Monthill Substation 4095 E. Flamingo, Las Vegas, NV 89121.	Each		1	\$976,739.00	Electrical Power Products, Inc.	50-52 weeks ARO
<b>CONTRACT PRICE</b>						\$976,739.00		

\*Notice-to-Proceed.

**6. Delivery Schedule.**

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

**SIGNATURE OF BIDDER**

By: Electrical Power Products, Inc.  
(Corporation Name)

By:   
(Signature of Authorized Person)

Doug Gildersleeve / Project Estimator  
(Printed Name and Title)

Business Address:

4240 Army Post Rd

Des Moines, IA 50321

Phone

No. (515) 262-8161

Email: dgildersleeve@ep2.com

Fax No.

(515) 262-9461

This Bid is Submitted On:

April 27, 2026

**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).

1. Specification Section 26 09 16, 1.1C.2 & 33 72 33, 4.2B – NETA-ATS Testing. EP<sup>2</sup> will perform our function test.
2. Specification Section 26 09 16, 2.3A.2 – ISO 14001 Environment Certification. Please see provided Environmental Management Systems document.
3. Specification Section 26 09 16, 2.3A.3 – Technical Support services available 24 hours 7 days a week basis. EP<sup>2</sup> will respond to any customer inquiries within forty-eight (48) business hours.

**SECTION 400  
CONTRACT NO. CRCMH-05  
MONTHILL SUBSTATION**

**THIS CONTRACT** is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, hereinafter referred to as the “CRCNV,” and ELECTRICAL POWER PRODUCTS, INC., hereinafter referred to as the “Contractor.” The CRCNV and the Contractor are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

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

**1. Agreement to Provide Equipment**

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

<b>Bid Item</b>	<b>Description</b>
401	One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Systems, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract F.O.B. Monthill Substation 4095 E. Flamingo, Las Vegas, NV 89121.

**2. Definitions**

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

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

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

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

2.5 “Contract Documents” means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 400, Contract No. CRCMH-05, Control Enclosure; section 500, Performance Bond; and the Specifications contained in section 600 through

section 1000. 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 Monthill 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. Joseph Stubitz, Assistant Director of Engineering and Operations. The CRCNV's Representative is generally authorized to act fully on behalf of the CRCNV. The CRCNV's Representative has complete authority to transmit instructions, receive information, interpret and define the CRCNV's policies and decisions with respect to the materials, equipment, elements, and systems required under these Contract Documents.

3.2 The address of the CRCNV's Representative is:

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

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

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

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

### **5. Contract Price**

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

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

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

### **7. Payment Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Liquidated Damages**

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

<b>Bid Item</b>	<b>Description</b>	<b>Contractor’s Proposal Delivery Date</b>	<b>Liquidated Damages, Per Day</b>
401	One (1) fully equipped pre fabricated metal Control Enclosure, including all power panelboards (AC and DC), Relay Panels, SCADA/Communications Panels, Battery Systems, and misc. supporting materials and equipment. Technical Specifications are included as a part of this Contract F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	02/01/2028	\$1000 each unit of the Bid Item Not to exceed 10% of the Contract Price

12.2 The total of all liquidated damages assessed by Contractor must not exceed ten percent (10%) of the Contract Price. The CRCNV is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

### 13. Insurance, Bonds, and Indemnification

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

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

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

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

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

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

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

#### **Minimum Requirements:**

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

a. The policy shall be endorsed to include the following additional insured language: "The Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities

performed by, or on behalf of the Contractor, including completed operations”.

**2. Automobile Liability**

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

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

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

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

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

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

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

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

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

5. **Transportation (Cargo) Insurance**

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

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

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

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

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

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

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

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

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State with certificates of insurance (ACORD form or equivalent approved by the State) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 13.5 **Endorsements.** All endorsements must be dated, reflect the name of the insurance company, the type of insurance and policy number, be executed by a duly authorized representative of the insurance company and be attached to the certificate. The additional insureds must be included by endorsement.
- 13.6 **Waiver of Subrogation.** By endorsement (ISO Form #CG 24 04 or its equivalent) 12 19 edition), the Contractor's insurance carriers (except Nevada Workers' Compensation) shall waive their rights of recovery against the Colorado River Commission of Nevada, and its successors or assigns including its commissioners, officers and employees individually and collectively.
- 13.7 **Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor must be primary insurance with respect to any of the CRCNV's insurance whose insurance must stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.
- 13.8 **Cost of Claims.** The Contractor is responsible for the cost of any claims under any policy with deductibles or self-insured retention.
- 13.9 **CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure or maintain insurance as required herein, the CRCNV must have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure or maintain the said insurance for and in the name of the Contractor with the CRCNV as co-insured, and the Contractor shall pay the cost thereof and furnish all necessary information to make effective and maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV is entitled to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.
- 13.10 **Deductibles.** With respect to any and all insurance required under this article, the deductible must not exceed \$2,500.00, without the prior written approval of the CRCNV.
- 13.11 **Evidence of Insurance Required.** Before commencement of the Work, the Contractor and the Contractor's subcontractors must have delivered to the CRCNV certificates of insurance and required endorsements that attest to the fact that the Contractor and the Contractor's subcontractors have obtained the insurance as required by this Contract.

### 13.12 Indemnification; Limited Liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

**16. Taxes.**

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

**17. Unemployment Compensation.**

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

**18. Discrimination.**

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

**19. Disputes.**

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

**20. Waiver of Claims.**

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

**21. Notices.**

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

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

Electrical Power Products, Inc.  
c/o Doug Gildersleeve  
4240 Army Post Rd  
Des Moines, IA 50321  
Email: [dgildersleeve@ep2.com](mailto:dgildersleeve@ep2.com)

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

**22. Submission of Claims.**

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

**23. Assignment of Contract.**

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

**24. Severability.**

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

**25. Survival.**

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

**26. Applicable Law; Venue.**

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

**27. Article Headings.**

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

**28. Waiver.**

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

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


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

**30. Authority to Execute.**

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


**IN WITNESS WHEREOF**, the Contractor and the CRCNV have executed three duplicate originals of this Contract this 22nd day of May, 2026. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

**CONTRACTOR**

By: Timothy J. O'Donnell / 

Its: President

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. CRCMH-05,  
Monthill 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 Monthill Substation is a 69kV to 12kV substation serving the Southern Nevada Water Authority that will be constructed in Southern Nevada.

**2. Work Under This Contract.**

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

**3. Delivery.**

3.1 Bid Item 401 shall be shipped F.O.B. by the Contractor to Monthill Substation 4095 E. Flamingo, Las Vegas, NV 89121.

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

Mr. Joseph Stubitz  
Colorado River Commission of Nevada  
Telephone: (702) 376-9997  
Email: [jstubitz@crc.nv.gov](mailto:jstubitz@crc.nv.gov)

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

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

**4. Work by the CRCNV.**

4.1 The CRCNV or its construction contractor will receive, unload, move, store, place, assemble, and install the Equipment furnished under this Contract No. CRCMH-05.

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

## **5. Work Schedule.**

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

### 5.1.1 Work Schedule:

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

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

5.1.1.3 Delivery dates shall be no later than 02/01/2028.

5.2 The anticipated Final Acceptance Date for all Equipment is 10/01/2028.

## **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**  
**26 09 16**  
**ELECTRICAL CONTROLS AND RELAYS**

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**SECTION 1000**  
**33 72 33**  
**POWER CONTROL ENCLOSURE**

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**SECTION 1000**  
**Drawing List**

<u><b>Drawing Number</b></u>	<u><b>Description</b></u>
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**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM E  
FOR MEETING OF JUNE 9, 2026**

**SUBJECT:** *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.

**RELATED TO AGENDA ITEM:**

None.

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

**FISCAL IMPACT:**

None.

**STAFF COMMENTS AND BACKGROUND:**

**A. Background**

On June 13, 2018, the Colorado River Commission (Commission) of Nevada approved Contract No. SA-18-02 for Materials Purchasing Services between the Commission and Peak Substation Services, LLC. The contract provides the Power Delivery Group (PDG) with the ability to obtain replacement equipment and material as needed. The contract is an enabling contract that allows the PDG to solicit quotes at the time of need and to solicit other providers to compare prices and obtain competitive quotes.

**B. Amendment No. 2**

The contract was amended in August of 2022. At that time, the contract had a balance of \$1,140,957 remaining under the contract. Presently, the contract has \$255,280 remaining. At this time, PDG is requesting only that the term of the contract be extended from August 31, 2026, to August 31, 2030, and that no additional funds be added to the contract.

The PDG is currently in the process of preparing and issuing Request for Proposals (RFP) for multiple suppliers for Materials Purchasing Services. The PDG expects that the RFP will receive qualified responses from multiple vendors and provide the PDG options for competitive pricing for needed material and equipment.

**C. Staff's Recommendation**

Staff recommend the Commission approve Amendment No. 2 to Contract No. SA-18-02 and authorize the Executive Director to sign the contract.

**AMENDMENT NO. 2  
TO CONTRACT NO. SA-18-02  
MATERIAL PURCHASING SERVICES**

Between the State of Nevada  
Acting By and Through Its

Agency Name:	<b>Colorado River Commission of Nevada</b>
Address:	100 N. City Parkway, Suite 1100
City, State, Zip Code:	Las Vegas, Nevada 89106
Contact:	Joseph Stubitz
Phone:	702-396-9997
Fax:	725-204-7923
Email:	<a href="mailto:jstubitz@crc.nv.gov">jstubitz@crc.nv.gov</a>

and

Contractor Name:	<b>Peak Substation Services, LLC</b>
Address:	801 1 <sup>st</sup> Avenue North
City, State, Zip Code:	Birmingham, Alabama 35203
Contact:	Jason M. Harris
Phone:	877-324-0909
Fax:	205-324-0955
Email:	<a href="mailto:jharris@peaksubstation.com">jharris@peaksubstation.com</a>

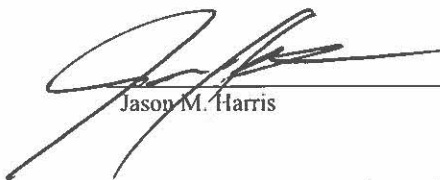
1. **AMENDMENTS.** For and in consideration of mutual promises and other valuable consideration, all provisions of the original Contract No. SA-18-02 Materials Purchasing Services, dated June 13, 2018, as amended by that certain Amendment No. 1 dated August 10, 2022 (collectively, the “Contract”) which is attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
  - A. **Explanation for Amendment.** The parties agree to extend the term of the Contract, as set forth in Section 400, ARTICLE 4, four (4) years from August 31, 2026 to August 31, 2030.
  - B. **Current Contract, Section 400 Language:**

ARTICLE 4 CONTRACT TERM. This Amendment shall be effective on the date of its execution and shall remain in effect until August 31, 2026, unless sooner terminated by either party as specified in ARTICLE 23.
  - C. **Amended Contract, Section 400 Language:**

ARTICLE 4 CONTRACT TERM. This Contract shall be effective on the date of its execution and shall remain in effect until **August 31, 2030**, unless sooner terminated by either party as specified in ARTICLE 23.
2. **INCORPORATED DOCUMENTS.** Exhibit A (original Contract and Amendment No. 1) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **EFFECTIVE DATE.** This Amendment No. 2 to Contract No. SA-18-02 shall be effective as of the last date it is signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to Contract No. SA-18-02 to be signed and intend to be legally bound thereby.

PEAK SUBSTATION SERVICES



Jason M. Harris

5-22-26

Date

Title

National Sales Manager

COLORADO RIVER COMMISSION OF NEVADA

Eric Witkoski

Date

Title

Executive Director

Approved as to form:  
ATTORNEY GENERAL'S OFFICE

Michelle D. Briggs Date  
Special Counsel to Colorado River Commission of Nevada

**EXHIBIT A**

AMENDMENT NO. 1 DATED AUGUST 10, 2022

And

ORIGINAL CONTRACT NO. SA-18-02 MATERIALS PURCHASING SERVICES, DATED JUNE 13, 2018

**AMENDMENT NO. 1  
TO  
CONTRACT NO. SA-18-02  
Material Purchasing Services**

Between the State of Nevada  
Acting By and Through Its

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

and

**Peak Substation Services**  
801 1<sup>st</sup> Avenue North  
Birmingham, Alabama 35203  
Contact: Jason M. Harris  
Phone: 877-324-0909  
Fax: 205-324-0955  
Email: [jharris@peaksubstation.com](mailto:jharris@peaksubstation.com)

1. AMENDMENTS. For and in consideration of mutual promises and/or their valuable consideration, all provisions of the Original Contract, SA-18-02, dated June 13, 2018, which is attached hereto as Exhibit A, remain in full force and effect except for the following:

- A. The Contract Term, as set forth in ARTICLE 4 of the Original Contract, shall be extended for an additional four years to August 31, 2026.**

**Current Contract Language:**

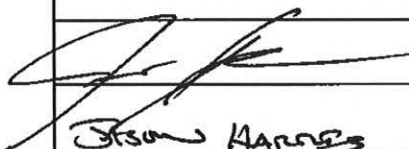
ARTICLE 4 CONTRACT TERM. This Contract shall be effective from the date of execution to August 31, 2022, unless sooner terminated by either party as specified in ARTICLE 23.

**Amended Contract Language:**

ARTICLE 4 CONTRACT TERM. This Amendment shall be effective on the date of its execution and shall remain in effect until August 31, 2026, unless sooner terminated by either party as specified in ARTICLE 23.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract) is attached hereto, incorporated by reference herein, and made a part of this amended contract.
3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective upon approval by all parties

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

<b>PEAK SUBSTATION SERVICES</b>	<b>COLORADO RIVER COMMISSION OF NEVADA</b>
	
<u>Jason M. Harris</u> <u>7/18/22</u>	<u>Eric Witkoski</u> <u>08/10/2022</u>
Jason M. Harris, National Sales Manager      Date	Eric Witkoski, Executive Director      Date

Approved as to form:

David Newton      08/10/2022

David Newton      Date  
Special Counsel to the  
Colorado River Commission of Nevada



**COLORADO RIVER COMMISSION OF NEVADA**  
**555 E. Washington Avenue, Suite 3100**  
**Las Vegas, Nevada 89101-1065**

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**CONTRACT NO. SA-18-02**

**MATERIALS PURCHASING SERVICES**

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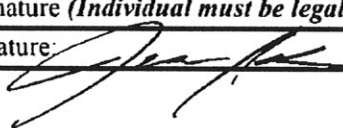
**Peak Substation Services**  
801 1<sup>st</sup> Avenue North  
Birmingham, Alabama 35203

Issued: 6/13/18

VENDOR INFORMATION SHEET FOR RFP SA-18-01

Vendor Must:

- A) Provide all information in the space indicated next to each numbered question. The information provided will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in its Response.

V1	Company Name	PEAK SUBSTATION SERVICES		
V2	Street Address	801 1 <sup>ST</sup> AVENUE NORTH		
V3	City, State, ZIP	BIRMINGHAM, AL 35203		
V4	Telephone Number			
	Area Code: 205	Number: 324-0909	Extension: 1	
V5	Facsimile Number			
	Area Code: 205	Number: 324-0955	Extension:	
V6	Toll Free Number			
	Area Code: 877	Number: 324-0909	Extension: 1	
V7	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>			
	Name:	JASON HARRIS		
	Title:	SALES MANAGER		
	Address:	801 1 <sup>ST</sup> AVE NORTH BIRMINGHAM, AL 35203		
	Email Address:	jharris@peaksubstation.com		
V8	Telephone Number for Contact Person			
	Area Code: 205	Number: 324-0909	Extension: 1	
V9	Facsimile Number for Contact Person			
	Area Code: 205	Number: 324-0955	Extension:	
V10	<i>Name of Individual Authorized to Bind the Organization</i>			
	Name:	JASON HARRIS	Title: SALES MANAGER	
V11	<i>Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)</i>			
	Signature:			Date: 5-14-18

**MATERIALS PURCHASING  
SERVICES CONTRACT SA-18-02**

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**SECTION 100  
REQUEST FOR PROPOSALS**

**1. NOTICE**

The Colorado River Commission of Nevada (the “CRCNV”) is seeking proposals for Materials Purchasing Services pursuant to paragraph 0326 (2) of the Nevada State Administrative Manual, to carry out the CRCNV’s responsibilities under Nevada Revised Statutes (NRS) 538.161. Proposals are sought from qualified contractors that have an established record of providing equipment and materials to the electric utility industry. Respondents to this Request for Proposals (“RFP”) are referred to herein as “Proponents”.

**2. QUESTIONS REGARDING REQUEST FOR PROPOSAL**

Questions concerning this Request for Proposal should be directed to:

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

**3. EXPERIENCE**

Proponent must have five (5) years of experience in procuring and providing equipment and materials for the electric utility industry.

Proponent should provide a minimum of three (3) business references for material procurement services performed for private, state and/or local government clients within the last five (5) years.

**4. PRICING AND SECURITY**

Proposals will be evaluated on a unit price basis as described in this RFP and in the Contract Documents. Bid Security will not be required. The selected Proponent is required to post a performance bond in an amount equal to the Contract Price.

**5. DUE DATE**

Proposals submitted in response to this Request for Proposal must be received by 10:30 a.m., Pacific Daylight Time, 05/15/2018, at the location designated in Section 200.

**SECTION 200  
COMPANY BACKGROUND AND REFERENCES**

**1 PRIMARY VENDOR INFORMATION**

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	PEAK SUBSTATION SERVICES, LLC
Ownership (sole proprietor, partnership, etc.):	LLC
State of incorporation:	ALABAMA
Date of incorporation:	6-5-2006
# of years in business:	12
List of top officers:	CARRY BUTTS, STAN HARDES, WILIAM DAVIS
Location of company headquarters:	BERMINGHAM, AL
Location(s) of the company offices:	BERMINGHAM, AL
Location(s) of the office that will provide the services described in this RFP:	BERMINGHAM, AL
Number of employees locally with the expertise to support the requirements identified in this RFP:	7
Number of employees nationally with the expertise to support the requirements in this RFP:	7 PEAK EMPLOYEES 1 REP'S
Location(s) from which employees will be assigned for this project:	BERMINGHAM, AL

4.1.2 **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS §76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>. Vendors must provide the following:

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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If "No," provide explanation.

4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

If "Yes," complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	CRC OF NEVADA
State agency contact name:	BOB REESE
Dates when services were performed:	2006 - 2017
Type of duties performed:	MATERIAL SUPPLY
Total dollar value of the contract:	BLANKET ELECTRICAL MATERIAL SUPPLY

4.1.6 Are you or any of your employees now or have been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity

of each such person in your response to this RFP, and specify the services that each person will be expected to perform.

- 4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor’s ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP must also be disclosed.

Does any of the above apply to your company?

Yes		No	<input checked="" type="checkbox"/>
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If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

- 4.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.

- 4.1.9 Length of time vendor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description

## 1.1 SUBCONTRACTOR INFORMATION

1.1.1 Does this proposal include the use of subcontractors?

Yes		No	✓
-----	--	----	---

If "Yes", vendors must:

- 1.1.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 1.1.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
- A. Describe the relevant contractual arrangements;
  - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and
  - C. Describe your previous experience with subcontractor(s).
- 1.1.1.3 Vendors must describe the methodology, processes and tools utilized for:
- A. Selecting and qualifying appropriate subcontractors for the project/contract;
  - B. Ensuring subcontractor compliance with the overall performance objectives for the project;
  - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
  - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.

- 1.1.1.4 Provide the same information for any proposed subcontractors as requested in *Section 4.1, Vendor Information*.
- 1.1.1.5 Business references as specified in *Section 4.3, Business References* must be provided for any proposed subcontractors.
- 1.1.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 1.1.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in *Section 4.2, Subcontractor Information*. The vendor must receive agency approval prior to subcontractor commencing work.

**1.2 BUSINESS REFERENCES**

- 1.2.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 1.2.2 Vendors must provide the following information for every business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	
Company Name:	CITY OF TALLAHASSEE
<i>Identify role company will have for this RFP project (Check appropriate role below):</i>	
	<input type="checkbox"/> <b>VENDOR</b> <input type="checkbox"/> <b>SUBCONTRACTOR</b>
Project Name:	MUSE BRADHAM (COMBO SWITCH)
<b>Primary Contact Information</b>	
Name:	MUSE BRADHAM
Street Address:	2041 MUNICIPAL WAY
City, State, Zip	TALLAHASSEE, FL 32304
Phone, including area code:	850-891-5004
Facsimile, including area code:	850-891-5428

Email address: <i>Michael.Bradham@talcorp.com</i>	
<b>Alternate Contact Information</b>	
Name:	
Street Address:	
City, State, Zip	
Phone, including area code:	
Facsimile, including area code:	
Email address:	
<b>Project Information</b>	
Brief description of the project/contract and description of services performed, including technical environment (i.e., software applications, data communications, etc.) if applicable:	<i>WE SUPPLY A 15KV COMBO SWITCH FOR TIALAHASSEE</i>
Original Project/Contract Start Date:	<i>2006</i>
Original Project/Contract End Date:	<i>2017</i>
Original Project/Contract Value:	<i>\$3,000.00 EACH</i>
Final Project/Contract Date:	<i>2017</i>
Was project/contract completed in time originally allotted, and if not, why not?	<i>YES</i>
Was project/contract completed within or under the original budget/ cost proposal, and if not, why not?	<i>YES</i>

- 1.2.3 Vendors must also submit *Attachment F, Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 1.2.4 The company identified as the business references must submit the Reference Questionnaire directly to the CRCNV.
- 1.2.5 It is the vendor's responsibility to ensure that completed forms are received by the CRCNV on or before the deadline as specified in *Section 8, RFP Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

- 1.2.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

**SECTION 300  
REQUEST FOR PROPOSAL FORM**

**1. CONTRACT IDENTIFICATION:**

Colorado River Commission of Nevada  
Materials Purchasing Services  
Contract No. SA-18-01

**2. THIS PROPOSAL IS SUBMITTED BY:**

PEAK SUBSTATION SERVICES, LLC (Proponent)

**3. THIS PROPOSAL IS SUBMITTED AS FOLLOWS:**

ONE (1) MASTER AND TWO (2) COPIES TO CRCNV AT:

Colorado River Commission of Nevada  
555 East Washington Avenue, Suite 3100  
Las Vegas, Nevada 89101-1065  
Attention: Robert Reese

- 3.1 Proposal envelope should be clearly marked, "CONFIDENTIAL; REQUEST FOR PROPOSAL—CONTRACT NO. SA-18-01"
- 3.2 The undersigned Proponent proposes and agrees to enter into the Agreement for Materials Purchasing Services, with the CRCNV, as provided in Section 300.
- 3.3 Proponent accepts all of the terms and conditions contained in the Agreement, including without limitation those dealing with the disposition of security. This Proposal shall remain subject to acceptance by the CRCNV for one hundred twenty (120) days after the day it is received by the CRCNV. The CRCNV shall, within ninety (90) days after the date of opening Proposals, notify the successful Proponent by a notice of award in writing. Proponent shall sign and submit the Agreement with the Bond and other documents required by the Agreement within fifteen (15) days after the date of CRCNV's notice of award.
- 3.4 In submitting this Proposal, Proponent represents that:
- 3.4.1 Proponent has reviewed and understands the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Materials Purchasing Services.
- 3.4.2 Proponent 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 Materials Purchasing Services. If awarded the Agreement, Proponent agrees to comply with all federal, state, municipal

laws, codes or regulations applicable to the performance of work under the Agreement.

- 3.4.3 The Agreement is sufficient to inform Proponent of all its terms and conditions for performing the Materials Purchasing Services for which this Proposal is submitted.
- 3.4.4 Proponent has given the CRCNV written notice of all exceptions and/or assumptions, ambiguities, clarifications and errors that Proponent has discovered in the RFP.
- 3.4.5 If an exception and/or assumption requires a change in the terms in any section of the RFP, the Agreement, or any associated documents, Proponent must provide the specific language that is being proposed in the tables below. If Proponent does not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. In order for any exceptions and/or assumptions to be considered they MUST be documented below. The State will not accept additional exceptions, assumptions, or changes to the Agreement submitted after the proposal submission deadline.

***Proponents MUST use the following format for identifying exceptions for consideration by CRCNV. Any proposed exceptions to the RFP or changes to the Agreement that are not identified using the following format, will NOT be considered by the CRCNV.***

Attach additional sheets if necessary.

**RFP EXCEPTION SUMMARY FORM**

EXCEPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

**ASSUMPTION SUMMARY FORM**

ASSUMPTION #	RFP SECTION NUMBER	RFP PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

**AGREEMENT EXCEPTION SUMMARY FORM**

EXCEPTION #	AGREEMENT SECTION NUMBER	AGREEMENT PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

3.4.6 Proponent’s response to this RFP 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.

3.4.7 Proponent has not directly or indirectly induced or solicited any other Proponent to submit a false or sham Proposal. Proponent has not solicited or induced any person, firm, or corporation to refrain from proposing. Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over CRCNV.

4. Proponent will provide all procurement, scheduling, inspection, warehousing, and delivering activities for the following prices:

Bid Item	Description	Price	Service Fee (Percentage of Materials Cost)
100	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$5,000.00 pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	20 %

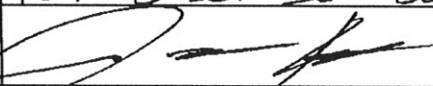
Bid Item	Description	Price	Service Fee (Percentage of Materials Cost)
101	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$25,000.00 pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	18 %
102	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$100,000.00 pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	17 %
103	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing \$100,000.00 or more pursuant to the terms of this Agreement.	Materials Cost to Contractor plus Service Fee	15 %

5. The total not-to-exceed contract price for this Agreement is ONE MILLION TWO HUNDRED THOUSAND AND NO CENTS (\$1,200,000.00)
6. Proponent agrees to deliver and provide the Materials and Purchasing Services to the CRCNV within the times and at the locations established in the Agreement. Proponent further agrees that purchasing and delivery of all Materials shall be coordinated with the CRCNV, to the CRCNV's satisfaction.
7. Proponent understands that the CRCNV will pay the Contractor for cost reimbursement for the Contractor's cost of the Materials plus a fixed price service fee as total compensation under this Agreement
8. The Agreement is non-exclusive. The CRCNV reserves the right to make one award or multiple awards.
9. The CRCNV reserves the right to reject all nonconforming, nonresponsive, unbalanced or conditional Proposals and to reject the Proposal of any Proponent if the CRCNV believes that it would not be in the best interest of the CRCNV to make an award to that Proponent.
10. The Proponent understands the only duty of payment by the CRCNV to the Proponent, prior to the execution of a contract, if any, shall be for reimbursement of the Proponent's reasonable cost of obtaining a performance bond as specified in the Agreement. Reimbursement shall be as follows:

Bid Item	Description	Amount
104	Cost of the performance bond required by the Agreement	\$ 1 %

11. The terms used in this Proposal are defined in the Agreement and have the meanings assigned to them therein.

**SIGNATURE OF PROPONENT**

Business Name:	PEAK SUBSTATION SERVICES, LLC
Signature of Authorized Representative:	
Printed Name and Title:	JASON HARRIS SALES MANAGER
Business Address:	801 1ST AVENUE NORTH BIRMINGHAM, AL 35203
Phone:	205-324-0909 x1
Fax:	205-324-0955
Email:	jharris@peaksubstation.com
Date:	5-14-18

**SECTION 400**  
**CONTRACT NO. SA-13-02**  
**FOR**  
**MATERIALS PURCHASING SERVICES**

THIS AGREEMENT is made and entered into by and between the COLORADO RIVER COMMISSION OF NEVADA, an agency of the State of Nevada, hereinafter referred to as the "CRCNV," and Peak Substation Services hereinafter referred to as "Contractor", to carry out the CRCNV's responsibilities under Nevada Revised Statutes (NRS) 538.161 and in conformance with paragraph 0326 (2) of the Nevada State Administrative Manual. The CRCNV and the Contractor are hereinafter referred to singly as "Party" and collectively as "Parties."

**ARTICLE 1 DEFINITIONS**

- §1.1 "Acceptance" means the formal action by CRCNV accepting the Materials, or any portion thereof, as complete and satisfactory, subject to the Contractor's warranties.
- §1.2 "Acceptance Testing" means any testing required by the CRCNV prior to, and as a prerequisite of, the CRCNV's Acceptance of Materials furnished by Contractor hereunder.
- §1.3 "Agreement" means this Agreement for Materials Purchasing Services and all documents incorporated herein by reference as indicated in ARTICLE 5.
- §1.4 "Contract Administrator" means the Assistant Director of Engineering and Operations of the CRCNV or his designee.
- §1.5 "Contract Price" means the total compensation payable to the Contractor for the Contractor's performance of this Agreement.
- §1.6 "Contractor" means Peak Substation Services.
- §1.7 "CRCNV" means the Colorado River Commission of Nevada.
- §1.8 "Materials" mean equipment, components, parts, bulk materials or raw materials, or any portion thereof, purchased hereunder.
- §1.9 "Materials Quote Request" means a request made to the Contractor to furnish a quote regarding price and other delivery conditions associated with Materials specified by the Contract Administrator pursuant to Section 1000.
- §1.10 "Proposal Form" means the approved form, contained in Section 300, on which the CRCNV requested that the Contractor prepare and submit a Proposal to the CRCNV as an offer to provide the Materials Purchasing Services, which has now been accepted by the CRCNV pursuant to this Agreement and is therefore incorporated herein as a part of the Agreement.

- §1.11 **“Purchase Order”** means a written order for Materials signed by the Contract Administrator defining the Materials to be purchased by Contractor and the terms and conditions of delivery including price, warranty and delivery schedule as proposed by the Contractor and accepted by the CRCNV.
- §1.12 **“Services”** means all Contractor procurement, scheduling, inspection, warehousing, and delivering activities necessary to ensure control and management of the Materials.
- §1.13 **“Specifications”** means the technical descriptions of the Materials and Services to be furnished by the Contractor, which are included as Section 400 through Section 1000 of these contract documents.
- §1.14 **“Submittals”** mean shop drawings, catalog cuts, samples, operating and maintenance instructions, progress payments, requests, and other documents and items specified to be delivered to the CRCNV.
- §1.15 **“Work”** means everything required or reasonably inferred to be delivered and installed by the Contractor pursuant to this Agreement.

## ARTICLE 2 AGREEMENT TO PURCHASE

- §2.1 Pursuant to the terms and conditions established in this Agreement, the Contractor agrees to provide procurement, scheduling, inspection, warehousing, and delivering activities related to the following specified proposal items:

Bid Item 100	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$5,000.00.
Bid Item 101	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$25,000.00.
Bid Item 102	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing less than \$100,000.00.
Bid Item 103	Purchasing, scheduling, inspecting, warehousing and delivering Materials costing \$100,000.00 or more.

- §2.2 The Contractor agrees to provide the performance bond, as specified in ARTICLE 18, and the CRCNV agrees to compensate Contractor for its reasonable costs of this bond. :

Bid Item 104	Performance bond required by the Agreement.
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**ARTICLE 3 CONTRACT PRICE.** The total value of Materials and Services provided by the Contractor to the CRCNV for work described in this Agreement shall not exceed (\$1,200,000.00) over the contract term.

**ARTICLE 4 CONTRACT TERM.** This Contract shall be effective from the date of execution to August 31, 2022, unless sooner terminated by either party as specified in ARTICLE 23.

**ARTICLE 5 CONTRACT DOCUMENTS.** The "Contract Documents" shall include this Contract, the Contractor's Response to the RFP, the attached specifications, and any written Purchase Orders executed by the CRCNV and the Contractor. All such documents are hereby incorporated by reference as though fully set forth herein.

**ARTICLE 6 AGREEMENT TO DELIVER AS SPECIFIED.** The Contractor shall provide Materials and complete all Services necessary and as specified or indicated in the Contract Documents and Specifications and Contractor's Proposal which the CRCNV hereby accepts, and any addenda thereto or documents referenced therein, to the satisfaction of and with the acceptance of, the CRCNV.

**ARTICLE 7 CRCNV'S REPRESENTATIVE.** The CRCNV's Representative shall be Mr. Robert Reese, Assistant Director of Engineering and Operations. The CRCNV's representative shall be called the "Contract Administrator" for purposes of this Agreement. The Contract Administrator shall be generally authorized to act fully on behalf of the CRCNV and, specifically, to have the authority to issue Purchase Orders for Materials, transmit instructions to the Contractor and define the CRCNV's needs, requirements and policies with respect to the Services required under this Agreement. The Contract Administrator may designate another employee of the CRCNV to perform his responsibilities under this Contract.

**ARTICLE 8 CONTRACTOR'S REPRESENTATIVE.** Within ten (10) days following the execution of this Agreement, the Contractor shall identify the Contractor's Representative in writing provided to the CRCNV. The Contractor's Representative shall be authorized to act fully on behalf of the Contractor. The Contractor may designate another individual as its Contractor's Representative by written notice to the CRCNV.

**ARTICLE 9 COMMENCEMENT AND COMPLETION OF PERFORMANCE.** In accordance with Section 1000 procedures and upon receipt of a Purchase Order signed by the Contract Administrator, the Contractor shall proceed with the performance of the Services, pursuing the work diligently, to the end that the Materials be manufactured and delivered as specified in the signed Purchase Order, subject to the acceptance of the CRCNV.

#### **ARTICLE 10 PAYMENT PROCEDURES**

**§10.1 Progress Payments.** The Contractor shall submit an application for payment to the CRCNV for the amount of ninety (90) percent of the price of the Materials, as established in a written Purchase Order, upon delivery of the Materials to the CRCNV.

**§10.2 Procedure for Progress Payments.** The CRCNV shall pay the Progress Payment to the Contractor within thirty (30) days after receipt of a correct, itemized invoice identifying the Materials received.

**§10.3 Application for Final Payment.** The Contractor shall submit an application for final payment for the Materials upon Acceptance by the CRCNV of the Contractor's final delivery of the Materials.

**§10.4 Procedure for Final Payment.** The CRCNV shall pay the Contractor the Final Payment within thirty (30) days of receipt of a correct, itemized invoice Application for Final Payment. The CRCNV's payment of the final payment on the final item or items of Materials shall constitute a full waiver of all claims by the CRCNV against the Contractor associated with the Materials 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 Agreement. 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, associated with the item or items of Materials.

**ARTICLE 11 AMENDMENTS.** This Agreement may be amended in writing by mutual consent of the CRCNV and the Contractor.

## **ARTICLE 12 "LIKE," "EQUIVALENT" AND "OR-EQUAL" ITEMS**

**§12.1** Whenever an item of Material is specified or described by the CRCNV in a Materials Quote Request 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. If the Contractor wishes to furnish or use a substitute item of Materials, 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 shall state the extent, if any, to which use of the proposed substitute will require adaptation of the design of the Materials or the project to accommodate use of the proposed substitute, and whether incorporation or use of the substitute in connection with the Materials 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 shall be indicated. The application shall 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 shall 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.

**§12.2** No "like," "equivalent", "or-equal" or other substitute shall be ordered, installed, or utilized until the CRCNV's review is complete and the CRCNV has approved use of the substitute. The CRCNV's determination regarding such substitutions shall be evidenced by a written Purchase Order or completion of the Submittal review process.

## **ARTICLE 13 WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK**

- §13.1 The Contractor warrants and guarantees to the CRCNV that all Materials will be new unless otherwise specified and approved by the Contract Administrator, and that all work will be of good quality and free from faults or defects and in accordance with the requirements of this Agreement, including those requirements that may be set forth in an executed Purchase Order. The CRCNV is entitled to reject any and all unsatisfactory, faulty or defective Materials and Materials not conforming to the requirements of the Agreement, including those set forth in an executed Purchase Order.
- §13.2 The warranty and guarantee for each item or items of Materials shall be proposed by the Contractor in its response to the CRCNV's Materials Quote Request and shall be as accepted by the CRCNV in a written Purchase Order; provided, however in no case shall the warranty and guarantee be less than twelve (12) months from the time of delivery of the Material to the CRCNV.
- §13.3 Acceptance Testing, if any, for each item or items of Materials shall be performed by the CRCNV to ensure the Materials meet or exceed the performance and/or quality requirements.
- §13.4 If the CRCNV determines, upon Acceptance Testing, or thereafter until the expiration of the warranty and guarantee period, that any Materials, or any portion thereof, is defective, the 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 shall be responsible for the costs of such correction or replacement and for all "in-and-out" costs associated with the removal or replacement of the Materials, or any portion thereof. The Contract Price shall not be changed because of such correction, removal, or replacement. The CRCNV, at the CRCNV's expense, will arrange to have the CRCNV's external connections disconnected from defective Materials in order to facilitate removal of the Materials by the Contractor.
- §13.5 Nothing in this section concerning the correction or replacement of defective Materials shall establish 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 Agreement.

## **ARTICLE 14 DATA, REPORTS AND DRAWINGS**

- §14.1 All data, reports, drawings and specifications provided to the Contractor by the CRCNV pursuant to this Agreement shall remain the property of the CRCNV and shall be delivered by the Contractor to the CRCNV upon completion of performance of this Agreement. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. The Contractor shall hold the CRCNV harmless with respect to any liability arising out of any unauthorized release or use of such property.

§14.2 Subject to applicable state law, neither Party shall be restricted in any way from releasing information in response to a subpoena, court order, or legal process, but a releasing Party shall notify the other Party of the demand for information before responding to such demand.

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

**ARTICLE 15 PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

#### **ARTICLE 16 INSPECTION & AUDIT**

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

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

§16.3 **Period of Retention.** All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is schedule or in

progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

## **ARTICLE 17 LIQUIDATED DAMAGES**

- §17.1** The CRCNV and the Contractor recognize that time may be of the essence in the performance of Services under this Agreement. Under certain circumstances, the CRCNV may suffer financial loss if the Materials ordered under this Agreement are not furnished as promised by the Contractor. The Contractor also recognizes the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CRCNV if the Materials are not manufactured or delivered on time or are not acceptable to CRCNV. Accordingly, instead of requiring any such proof, the CRCNV and the Contractor agree that individual Purchase Orders may obligate the Contractor to liquidated damages for delay or provision of Materials which do not meet the specifications of the CRCNV under this Agreement (but not as a penalty). Liquidated damages, if applicable to the Materials being purchased, shall be specified in the CRCNV's Materials Quote Request and shall be as accepted by both the CRCNV and the Contractor in the executed Purchase Order.
- §17.2** The CRCNV shall have the right to deduct the liquidated damages from any money in its possession, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Agreement.

## **ARTICLE 18 PERFORMANCE BONDS**

- §18.1** Contractor shall furnish a performance bond in an amount of one hundred (100) percent of the Contract Price as security for the faithful performance of all the Contractor's obligations under this Agreement. The performance bond shall be in the form prescribed by the Contract Documents and Specifications and shall be executed by a surety 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, and shall have an A.M. Best rating of not less than A- and an A.M. Best financial size category of not less than VII. A performance bond signed by an agent must be accompanied by a certified copy of such agent's authority to act. Only a surety company authorized to do business in and having an agent for service of process in the State of Nevada shall be acceptable. The CRCNV will reimburse Contractor for the cost of the performance bond.
- §18.2** 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 the State of Nevada 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 whom must be acceptable to the CRCNV.

## ARTICLE 19 INSURANCE

§ 19.1 **General.** The Contractor shall obtain, at its own expense, all insurance as required in this section. The types of insurance to be obtained are Workers' Compensation, Employers' Liability, Automobile Liability, Commercial General Liability, Transportation, and Contractors Liability, as outlined in the following portions of this section. The Workers' Compensation, Employers' Liability and Automobile Liability insurance shall be maintained in force for the full period of this Contract. The Commercial General Liability insurance shall be maintained in force for the full period of this Contract and for one year thereafter.

§ 19.2 **Generally Accepted Professional Practices.** The services provided and/or procured by the Contractor pursuant to this Contract shall be in accordance with generally accepted applicable professional practices and principles. The insurance, bond and indemnification required by this Contract shall be in addition to 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 shall survive the completion of Contractor's performance of the Work.

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

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

§ 19.4 **Review and Approval.** Insurance documents must be submitted for review and approval by the State prior to the commencement of Work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Any modification or variation from the insurance requirements in this Contract shall be made by the State Risk Management Division or the Attorney General's Office, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

§19.5 **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.

### §19.5.1 Commercial General Liability – Occurrence Form

This insurance must be occurrence type written in comprehensive form and must protect the Contractor, the CRCNV and their respective representatives and agents, as named additional insureds, against all claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy must also include personal injury liability coverage, contractual liability coverage, completed operations and products liability coverage, and coverage for blasting, explosion, collapse of buildings, and damage to underground property. The liability limits must be not less than:

Bodily Injury and Property Damage	\$1,000,000 combined single limit for each occurrence
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**§19.5.2 Minimum Requirements:**

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

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

**§19.5.3 Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: “The State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

**§19.5.4 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

**§19.6 Contractor's Liability Insurance.**

**§19.6.1 Coverage.** The Contractor shall purchase and maintain such liability and other insurance, including the following, as is appropriate to recover the CRCNV's loss in the event of the risk of loss of the equipment. The insurance shall provide protection from claims set forth herein which may arise out of or result from the Contractor's performance of this Agreement, whether performed or furnished by the Contractor, its subcontractors or suppliers, or by anyone directly or indirectly employed by any of them to perform this Agreement, or by anyone for whose acts any of them may be liable:

- §19.6.1.1 claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- §19.6.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
- §19.6.1.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
- §19.6.1.4 claims for damages insured by personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (ii) by any other person for any other reason;
- §19.6.1.5 claims for damages, other than to the equipment itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- §19.6.1.6 claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

**§19.7 Transportation Insurance.**

- §19.7.1 Transportation insurance must be of the "all risks" type and must provide coverage against physical loss or damage to Materials in transit to the designated location. This insurance must include the interests of the Contractor, the CRCNV, 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 shall be not be less than the full value of items exposed to risk in transit at any one time.
- §19.7.2 Transportation insurance must provide for losses to be payable to the Contractor and the CRCNV 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 Materials shall remain with the Contractor until the Materials are accepted by the CRCNV at the designated location.

- §19.8 Additional Insurance Requirements.** An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured. The policies shall include, or be endorsed to include, the following provisions:
- §19.8.1** On insurance policies where the State of Nevada, Colorado River Commission of Nevada is named as an additional insured, the State of Nevada shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- §19.8.2** The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- §19.8.3** Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- §19.9 Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.**
- §19.10 Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Nevada 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.
- §19.11 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.
- §19.11.1** All certificates and any required endorsements are to be received and approved by the State before Work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of Work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- §19.11.2** All certificates required by this Contract shall be sent directly to **Mr. Robert Reese, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065.** The State project/contract number

and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- §19.12 Subcontractors.** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- §19.13 Industrial Insurance.** The Contractor, and the Contractor's subcontractors, shall also shall procure, and maintain in force during the term of this Contract, industrial insurance as required under Nevada Industrial Insurance Act, NRS 616 and NRS 617, for all of their employees providing Services pursuant to this Contract. In the event any class of employees engaged in any Work pursuant to this Contract is not protected under the Nevada Industrial Insurance Act, then the Contractor shall provide to the CRCNV, adequate insurance coverage in a form and by an insurance carrier satisfactory to the CRCNV for the protection of such employees.
- §19.14 Waiver of Subrogation.** Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from Work/materials/equipment performed or provided by or on behalf of the Contractor.
- §19.15 Primary Insurance.** In the event of any claim by a third party for loss, the insurance policies of the Contractor shall be primary insurance as respects any of the CRCNV's insurance whose insurance shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying primary coverage.
- §19.16 Deductibles and Self-Insured Retentions.** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.
- §19.17 CRCNV's Right to Obtain Insurance.** If the Contractor fails to procure and/or maintain insurance as required herein, the CRCNV shall have the right, in addition to other rights or remedies, if the CRCNV so chooses, to procure and/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 shall furnish all necessary information to make effective and/or maintain such insurance. In the event the Contractor fails to pay such costs, the CRCNV shall have the right to set off any sums from the compensation set forth in this Contract and directly pay for such coverage.

## ARTICLE 20 INDEMNIFICATION

**§20.1** The Contractor hereby indemnifies and holds harmless and defends the CRCNV, the State of Nevada, the Owner(s) of all property where Materials will be delivered or installed (“Property Owners”), the Southern Nevada Water Authority (“Authority”) and the Member Agencies of the Authority (“Member Agencies”), and each of their directors, officers, employees, and agents 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 or in connection with the Contractor’s conduct or performance of this Agreement, including without limitation, such claims, liability, loss, damage, cost, expense, award, fine or judgment which is attributable to or arising by reason of death or bodily injury of persons, injury or damage to property, defects in workmanship of materials, or design defects caused or resulting from the Contractor’s acts or omissions, including without limitation, the Contractor’s transportation and warehousing of the materials, equipment and supplies purchased by the CRCNV, its employees or agents under its direct control. 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 Contractor is fully insured in order to indemnify the CRCNV, the State of Nevada, the Property Owners, the Authority and the Member Agencies, and each of their directors, officers, employees, and agents pursuant to this Agreement. The Contractor shall not be relieved of his duty to perform, indemnify, defend and hold harmless the CRCNV, the State of Nevada, the Property Owners, the Authority and the Member Agencies, and each of their directors, officers, employees, and agents nor shall the CRCNV, the State of Nevada, the Property Owners, the Authority and the Member Agencies, and each of their directors, officers, employees, and agents be liable to the Contractor or any others in the event the Contractor’s insurance fails to meet the full requirements herein.

**§20.2 CRCNV’s Cumulative Rights.** The indemnification purchased or required by this Agreement shall be in addition to the Contractor’s duty to perform under this Agreement and is cumulative to any other right or indemnification or contribution, which the CRCNV may have in law, equity or otherwise and shall survive the completion of the Contractor’s performance under this Agreement.

## ARTICLE 21 RISK OF DELAY

**§21.1** The Contractor shall accept the risk of any delays caused by the CRCNV. If the Contractor is delayed in the performance of this Agreement because of such conditions, the Contractor shall have no claim against the CRCNV for damages or contract adjustment, other than an extension of delivery date obligations established by a Purchase Order and the waiving of liquidated damages during the period occasioned by the delay.

§21.2 If the Contractor is delayed due to force majeure, the Contractor shall immediately notify the CRCNV and submit a signed, written request for amendment of the delivery date obligations established in a Purchase Order. The CRCNV shall approve or disapprove the Contractor's request within twenty (20) days and, if approved, issue a revised Purchase Order amending the delivery date obligations.

§21.3 The CRCNV reserves the right to order the Contractor to delay shipment of the Materials after delivery of an executed Purchase Order to the Contractor. If such a delay is ordered by the CRCNV in writing, the CRCNV shall reimburse the Contractor for the Contractor's costs that would not have been incurred but for the delay ordered by the CRCNV. Such costs may include reasonable storage costs, insurance and transportation to a reasonable storage facility.

**ARTICLE 22 NOTICES.** 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, by electronic mail or sent by certified mail, postage prepaid, to the persons specified below:

If to the Colorado River Commission:

Robert Reese  
 Assistant Director of Engineering and Operations  
 555 E. Washington Ave., Suite 3100  
 Las Vegas, NV 89101  
 Phone: (702) 856-3611  
 Fax: (702) 486-2695  
 Email: [breese@crc.nv.gov](mailto:breese@crc.nv.gov)

If to Peak Substation Services:

Name Jason Harris  
 Title National Sales Manager  
 Address 801 1<sup>st</sup> Avenue North  
 Birmingham, AL 35203  
 Phone: 205-324-0909  
 Fax: 205-324-0955  
 Email: [jharris@peaksubstation.com](mailto:jharris@peaksubstation.com)

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.

**ARTICLE 23 TERMINATION.** The CRCNV may terminate this Agreement at any time, without cause, by giving the Contractor written notice at least thirty (30) days before the effective date of the termination, or, in the event of the Contractor's failure to cure its default pursuant to Section 23.1, by giving the Contractor written notice at least seven (7) days before the effective date of termination.

- §23.1 Default.** If the Contractor fails or refuses to complete its work in accordance with the requirements and limitations of this Agreement or Purchase Order, other than a failure to complete its work due to a delay caused by the CRCNV or by a force majeure, or if the Contractor fails to comply with any provision of this Agreement, the Contractor shall be in default of this Agreement. The CRCNV may serve the Contractor with a written notice of the default and the Contractor shall, within ten (10) calendar days of receipt of notice, provide evidence satisfactory to the CRCNV showing that the declared default has been corrected.
- §23.2 Failure to Perform.** Notwithstanding anything herein to the contrary and without prejudice to any other right or remedy the CRCNV may have, the CRCNV reserves the right to cancel any portion of the Contractor's performance of this Agreement that is not performed within the requirements of the Agreement. In the event of such cancellation, the CRCNV shall pay the Contractor in full for any portion of the Services and Materials that have been accepted by the CRCNV.
- §23.3 Stop Work.** If at any time the CRCNV determines the Contractor's Services or Materials to be defective, or if the Contractor fails to supply suitable Materials, the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, serve the Contractor with written notice of default pursuant to Section 23.1 and order the Contractor to stop work, or any portion thereof, until the Contractor's default is cured pursuant to Section 23.1.
- §23.4 CRCNV's Right to Take Possession of Materials and Terminate.** 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 (7) days' written notice, terminate this Agreement and take possession of all Materials delivered to the CRCNV or being warehoused by the Contractor without further compensation to the Contractor if:
- §23.4.1** the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of his creditors;
  - §23.4.2** 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;
  - §23.4.3** the Contractor repeatedly fails to supply suitable Materials in the performance of this Agreement;
  - §23.4.4** the Contractor fails to make prompt payments for labor, materials, or equipment;
  - §23.4.5** the Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Contractor's performance of this Agreement;
  - §23.4.6** the Contractor disregards the CRCNV's orders under this Agreement.

**ARTICLE 24 FORCE MAJEURE** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

**ARTICLE 25 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 shall not relieve the Parties of any obligation hereunder.

**ARTICLE 26 DISPUTE RESOLUTION.** The CRCNV and the Contractor agree to use methods of “alternative dispute resolution,” including negotiation and mediation, instead of formal dispute resolution procedures, in order to resolve disagreements and to promote and maintain amicable working relationships between themselves. If a dispute arises between the Parties which cannot be resolved by alternative dispute resolution, either Party may seek resolution of the dispute in the Eighth Judicial District Court, Las Vegas, Nevada.

**ARTICLE 27 FURTHER ASSURANCES.** The Parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

**ARTICLE 28 GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the Eighth Judicial District Court, Las Vegas, Nevada for enforcement of this Contract.

**ARTICLE 29 HEADINGS.** The section and article headings in this Agreement are included only for convenience and reference and the Parties intend that they shall be disregarded in interpreting this Agreement.

**ARTICLE 30 SEVERABILITY.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

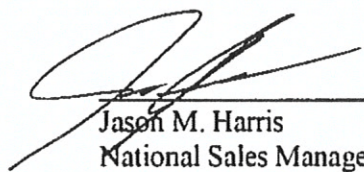
**ARTICLE 31 WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

**ARTICLE 32 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.

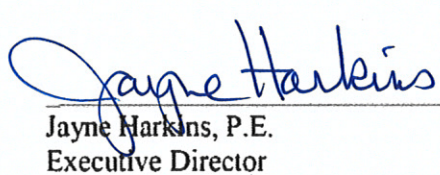
IN WITNESS WHEREOF, the CRCNV and Peak Substation Services have caused this Agreement to be executed.

PEAK SUBSTATION SERVICES

COLORADO RIVER COMMISSION  
OF NEVADA

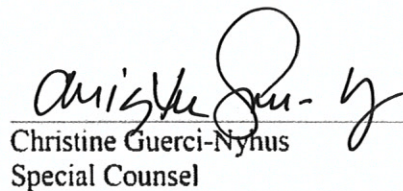
  
\_\_\_\_\_  
Jason M. Harris  
National Sales Manager

5-25-18  
Date

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

6/13/18  
Date

Approved as to form:

  
\_\_\_\_\_  
Christine Guerci-Nyhus  
Special Counsel

6/13/18  
Date

**SECTION 500  
PERFORMANCE BOND**

Bond No. 106939105

Any regular reference to Contractor, Surety, CRCNV or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Peak Substation Services, LLC  
801 1st Avenue North  
Birmingham, AL 35203

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

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**CRCNV (Name and Address):**

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

**CONTRACT**

Date:

06/13/2018

Amount: \$1,200,000.00

Description: Contract SA-18-02,  
Transmission and Distribution System  
Support Services, Clark County, Nevada

**BOND**

Date (Not earlier than Contract Date):

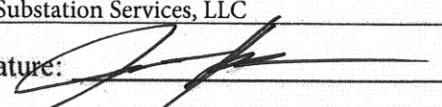
06/26/2018

Modifications to this Bond Form: none

**CONTRACTOR AS PRINCIPAL (Seal below)**

Company:

Peak Substation Services, LLC

Signature: 

Name and Title: JASON HARRIS

SALES MANAGER

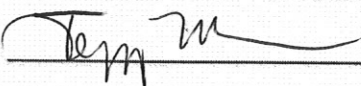
Attest: 

Name and Title: WILLIAM DAVIS  
DIRECTOR OF ESTIMATION

**SURETY (Seal below)**

Company:

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: Jeffrey M. Wilson

Attorney-in-Fact

Attest: 

Name and Title: Mark W. Edwards, II  
Sr. Vice President



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeffrey M. Wilson of Birmingham, Alabama their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26th day of June, 2018



[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

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 shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no CRCNV Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The CRCNV has notified the Contractor and the Surety at its address described in Paragraph 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 shall be allowed a reasonable time to perform the Contract, but such an agreement shall 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 shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 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 Paragraph 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 Paragraph 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, within 30 days of Contractor receipt of CRCNV's notification of Contractor Default, 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 timely as provided in this Paragraph 4, 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 shall be entitled to enforce any remedy available to the CRCNV. If the Surety proceeds as provided in Subparagraph 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 shall be 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 Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the CRCNV shall not be greater than those of the Contractor under the Contract and the responsibilities of the CRCNV to the Surety shall 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 paragraph 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 shall not be liable to the CRCNV or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue 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 shall be initiated within two years after 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 paragraph are void or prohibited by law, the minimum of limitation available to sureties as a defense in the jurisdiction of the court shall be applicable.
9. Notice to the Surety, the CRCNV or the Contractor shall be mailed or delivered to the address shown on the signature page.
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: 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: 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: 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: 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 thereof.

## SECTION 600 SUMMARY OF WORK

### 1. GENERAL

- 1.1 The CRCNV owns, operates and maintains an electric transmission and distribution system in southern Nevada, supported by a dedicated communication system.
- 1.2 The electric system consists of two 230/69-kV substations, three 230/14.4-kV substations, four 69/13.8-kV substations, eight 69/4.16-kV substations, 32 miles of double circuit 230-kV transmission lines, 5 miles of double circuit 69-kV transmission lines, 11 miles of double circuit 69-kV underground transmission lines and related facilities. In addition, the CRCNV is responsible for the operation and maintenance of six additional substations owned by the Southern Nevada Water Authority and three substations owned by the Clark County Water Reclamation District.
- 1.3 Periodically the CRCNV requires Materials for repair, replacement and modification of its electric system.
- 1.4 Work Under This Contract.
  - 1.4.1 Provide procurement, scheduling, inspection, warehousing, and delivering activities for Materials purchased from the Contractor by the CRCNV.
  - 1.4.2 Provide submittals for Materials when required by the CRCNV for Materials purchased.
  - 1.4.3 Provide the services of manufacturer representatives when required by the CRCNV for Materials purchased.
  - 1.4.4 Deliver Materials to the location specified. All Materials shall be provided by the Contractor F.O.B. to the delivery location specified.

### 2. DELIVERY LOCATION

- 2.1 Delivery location for Materials purchased by the CRCNV from the Contractor shall be the Newport Substation warehouse complex, unless otherwise specified in a specific Materials Quote Request and subsequent Purchase Order issued by the CRCNV.
- 2.2 The Newport Substation warehouse complex is located at 1299 Burkholder Blvd., Henderson, Nevada 89015.

**3. WORK BY CRCNV**

The CRCNV will receive, offload, store, install and perform Acceptance Testing, as appropriate, for all Materials purchased by the CRCNV from the Contractor.

**4. DELIVERY SCHEDULE**

The Delivery requirements for Materials Purchased from the Contractor by the CRCNV shall be detailed in the CRCNV's Materials Quote Request and subsequent Purchase Order pursuant to Section 1000.

**5. COPIES OF DOCUMENTS**

- 5.1 After execution of the Agreement, the CRCNV will provide Contractor one set of the Contract Documents.
- 5.2 The CRCNV will provide Contractor additional copies of above documents upon Contractor's request with payment to the CRCNV for the cost of printing and delivery.

## SECTION 700 SUBMITTALS

### 1. GENERAL INFORMATION

- 1.1 Submittals, if any, to be provided by the Contractor for the Materials shall be identified in each individual Materials Quote Request.
- 1.2 Types of Submittals.
  - 1.2.1 Informational Submittals are those technical reports, administrative submittals, certificates and guarantees required to be submitted.
  - 1.2.2 Technical reports include laboratory reports, tests, technical procedures, instruction manuals, technical records, and Contractor's design analysis.
  - 1.2.3 Administrative Submittals are those non-technical Submittals required by a Purchase Order or deemed necessary for administrative records. These submittals include maintenance agreements, Bonds, Project photographs, physical work records, statements of applicability, and copies of industry standards. Project record data, and similar type Submittals.
  - 1.2.4 Certificates and guarantees are those Submittals on Materials where a written certificate or guarantee from the manufacturer or Supplier is called for in a Purchase Order.
  - 1.2.5 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 shall not proceed with procurement of Materials affected by or related to a Compliance Submittal until the CRCNV has approved such submittal.
    - 1.2.5.1 Shop drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information.
    - 1.2.5.2 Product data includes standard printed information on materials, products and systems; not custom-prepared, other than the designation of selections from available choices.
    - 1.2.5.3 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.

- 1.3 Quality Requirements.
- 1.3.1 Contractor's submittals must be of the quality for legibility and reproduction purposes. Every line, character and letter must be clearly legible. Drawings such as reproducibles must be useable for further reproduction to yield legible hard copy.
- 1.3.2 Contractor documents submitted to the Contract Administrator that do not conform to these requirements shall be subject to rejection by the Contract Administrator, and upon request, the Contractor shall resubmit conforming documents. If conforming Submittals cannot be obtained, such documents must be retraced, redrawn, or photographically restored as may be necessary to meet such requirements. The Contractor's (or his Subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve Contractor (or his Subcontractors) from meeting the required schedule for submittal of shop drawings and product data.
- 1.4 Language and Dimensions.
- 1.4.1 All words and dimensional units must be in the English language and units.
- 1.4.2 Metric dimensional unit equivalents may be stated in addition to the English units.
- 1.5 Submittal Completeness.
- 1.5.1 Submittals must be complete with respect to dimensions, design criteria, materials of construction, and other information specified.
- 1.5.2 Where standard drawings are furnished which cover a number of variations of the general class of Material, each such drawing must be individually annotated to describe exactly which parts of the drawing apply to the Material being furnished. Such annotation must also include proper identification of the Submittal permanently attached to the drawing.

## 2. TRANSMITTAL

- 2.1 All Submittals must be submitted to the Contract Administrator by the Contractor, unless otherwise specified.
- 2.2 Quantity Requirements. Except as otherwise specified in a Materials Quote Request and subsequent Purchase Order, transmit all Compliance Submittals in the quantity as follows:
- 2.2.1 Initial Submittal – Two (2) copies to the CRCNV. One (1) copy will be returned to the Contractor.

- 2.2.2 Resubmittals – Two (2) copies to CRCNV. One (1) copy will be returned to the Contractor.
  - 2.2.3 Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and its full range of color, texture, and pattern.
- 2.3 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 Agreement.

**SECTION 800**  
**MANUFACTURER'S FIELD SERVICE**

**1. PROVISION OF MANUFACTURER'S REPRESENTATIVE**

- 1.1 The CRCNV will state a requirement in the CRCNV's Materials Quote Request and in subsequent Purchase Orders for Contractor to provide a manufacturer's representative on-site during installation of the Materials .
- 1.2 If the CRCNV does not state a requirement to provide a manufacturer's representative in the CRCNV's Materials Quote Request, such service is optional by the Contractor. If the Contractor chooses to furnish the services of a manufacturer's representative when not specified in the CRCNV's Materials Quote Request, the cost of such services shall be paid for by the Contractor.
- 1.3 If CRCNV states a manufacturer's representative is required for the Materials furnished, the Contractor shall furnish the services of qualified, competent field representatives and necessary assistants for the Materials. 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.

**2. SERVICES REQUIRED OF MANUFACTURER'S REPRESENTATIVE**

- 2.1 The manufacturer's representative shall provide the services identified in a Materials Quote Request and subsequent Purchase Order. Such services may include:
  - 2.1.1 Observe the erection, installation, start-up, and testing of Materials.
  - 2.1.2 Instruct and guide the CRCNV in proper procedures associated with the Materials.
  - 2.1.3 Supervise the initial start-up, operational check, and any required adjustments to the Materials.
  - 2.1.4 Instruct CRCNV's designated personnel in proper operation and maintenance of all Materials.
- 2.2 The manufacturer's representative shall report to the site at times designated by CRCNV.
- 2.3 The manufacturer's representative shall be acceptable to CRCNV and shall not be changed during the installation operations without CRCNV's consent unless the field representative proves unsatisfactory to the Contractor.

## SECTION 900 MATERIAL QUALITY

### 1. QUALITY ASSURANCE

- 1.1 Materials provided under this Agreement shall:
  - 1.1.1 Conform to applicable specifications, codes, standards, and requirements of regulatory agencies;
  - 1.1.2 Comply with the requirements of the Specifications, undamaged, and, unless otherwise indicated, be new and unused at the time of installation;
  - 1.1.3 Be 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;
  - 1.1.4 Be standard Materials. Where they are available and comply with Specifications, Contractor shall provide standard products of types that have been produced and used successfully in similar situations on other projects;
  - 1.1.5 Have continued availability. Where, because of the nature of its application, the CRCNV is likely to need replacement parts or additional amounts of the Material at a later date, either for maintenance and repair or replacement, Contractor shall provide standard Materials for which the manufacturer has published assurances that the products and its parts are likely to be available to the CRCNV at a later date; and,
  - 1.1.6 Comply with size, make, type, and quality specified, or as specifically approved in writing by the CRCNV.
- 1.2 Manufactured and Fabricated Material provided under this Agreement shall conform to the following requirements:
  - 1.2.1 Design, fabricate and assemble in accordance with the best engineering and shop practices.
  - 1.2.2 Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - 1.2.3 Two or more items of the same kind shall be identical, by the same manufacturer.
  - 1.2.4 Materials shall be suitable for service conditions intended.

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

## SECTION 1000 MATERIAL HANDLING

### 1. TRANSPORTATION AND HANDLING

- 1.1 Shipment Preparation. The Contractor shall prepare Materials 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 shall include the following:
  - 1.1.1 Crates or other suitable packaging materials.
  - 1.1.2 Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.
  - 1.1.3 Suitable rust-preventative compound on exposed machined surfaces and unpainted iron and steel.
  - 1.1.4 Grease packing or oil lubrication in all bearings and similar items.
- 1.2 Marking. The Contractor shall tag or mark each item of Material with the Purchase Order number, contract number, and bill of material item number as identified in the Purchase Order 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. Mark partial deliveries of component parts to identify the Materials, to permit easy accumulation of parts, and to facilitate assembly
- 1.3 Bills of Material. The Contractor shall mail bills of material to the Contract Administrator prior to delivery of each shipment and shall include bills of material with each shipment.
- 1.4 Transportation. The Contractor shall deliver all Materials by truck.

### 2. DELIVERY

- 2.1 The Contractor shall furnish the Contract Administrator all requirements for unloading and handling of Materials upon delivery sufficiently in advance to allow the CRCNV sufficient preparation time. Include type and capacity of unloading equipment required as applicable.

- 2.2 The Contractor shall notify the Contract Administrator at least two (2) weeks in advance of any delivery date, and shall not make any shipments without written approval.
- 2.3 No delivery will be approved until proper Submittals pertaining to storage and installation have been received and accepted.
- 2.4 Any items shipped without prior notification and written approval may be returned to the point of origin, or unloaded and stored at a place and in a manner determined by the CRCNV, and the Contractor will be charged with any additional expense resulting there from.
- 2.5 The Contractor shall notify the Contract Administrator by telephone at least 24-hours in advance of the anticipated arrival of Materials at the delivery location. The Contact telephone number shall be as identified in Purchase Orders.
- 2.6 Upon arrival, the CRCNV shall receive and check Materials. The CRCNV shall either accept, unload, inventory, and store Materials delivered to the specified location in accordance with proper notice; or the CRCNV shall reject Materials.
  - 2.6.1 Materials arriving at the delivery location that are damaged, not in original containers or packaging, or with identifying labels missing may be rejected by the CRCNV and receipt thereof refused. Cost of demurrage and return transportation shall be borne by the Contractor.

### **3. CRCNV REQUESTED DELAY IN DELIVERY**

- 3.1 If written order by the CRCNV delays any shipment for more than thirty (30) days after the time set forth in the Purchase Order, the CRCNV will pay the Contractor for storage at a rate to be mutually agreed upon at that time. Time of storage will be figured from thirty (30) days after the later of the dates defined above to receipt of the Contractor's certified statement of the actual shipping date.
- 3.2 Items stored by the Contractor, as provided herein, shall be protected by the Contractor with fire and extended coverage insurance endorsed to include the so-called "All Risks" coverage endorsements to the full value of the items stored and a satisfactory certificate proving protection for the CRCNV shall be delivered to the CRCNV. The cost of such insurance shall be included with the rate charged for storage.

### **4. STORAGE AND PROTECTION**

- 4.1 The Contractor will furnish the Contract Administrator all requirements for storage and protection of all Materials sufficiently in advance of delivery to allow the CRCNV sufficient preparation time.

4.2 The CRCNV will furnish all facilities needed for storage of Materials.

4.3 The CRCNV will assume responsibility for and protect all Materials in accordance with the Contractor's recommendations.

## **5. MATERIAL RESTOCKING**

5.1 The CRCNV shall be entitled to return extra or unused Materials purchased under this Agreement, excluding custom manufactured items, for a period of up to one year following the CRCNV's receipt of the Materials. The CRCNV shall pay all freight and transportation costs for Materials to be restocked. The Contractor shall refund the CRCNV's purchase price, less the service fee and less the Contractor's restocking fee, not to exceed fifteen percent (15%) of the purchase price for the returned Materials.

## SECTION 1100 MATERIAL ORDERING PROCEDURES

### 1. MATERIALS QUOTE REQUEST

1.1 Whenever the CRCNV wishes to purchase Materials under this Agreement, the Contract Administrator shall provide the Contractor with a Materials Quote Request.

1.2 The Materials Quote Request shall be made in writing and shall contain the following information:

1.2.1 A description of the Materials required.

1.2.2 The quantity of the Materials to be purchased.

1.2.3 The required delivery date for the Materials.

1.3 In addition, the Materials Quote Request may contain the following supplemental information as deemed appropriate by the CRCNV:

1.3.1 Submittals to be provided by the Contractor, including Compliance Submittals to be provided before procurement of the Materials by the Contractor.

1.3.2 The minimum terms for the warranty, if different than that specified in the Agreement.

1.3.3 The delivery location for the Materials, if different than that specified in the Agreement.

1.3.4 Special packaging requirements for the Materials, if different than that specified in the Agreement.

1.3.5 Liquidated damages associated with the delivery of the Materials, if any.

1.3.6 Any other information necessary for the Contractor to fully respond to the CRCNV's request.

### 2. CONTRACTOR'S PROPOSAL

2.1 Within five (5) working days after receipt of a Materials Quote Request, unless indicated otherwise in the Materials Quote Request, the Contractor shall provide a written response to the CRCNV's Materials Quote Request.

2.2 The Contractor's response may be submitted to the Contract Administrator by mail, special delivery, facsimile or electronic mail. Quotes provided by mail or special delivery shall be postage prepaid. Quotes initially provided by electronic mail by the due date shall also be submitted by mail.

2.3 Contractor quotes shall be signed by the Contractor's Representative.

2.4 Contractor quotes shall provide all information requested in the CRCNV's Materials Quote Request, and shall explicitly state any proposed deviation or exception to the requirements of the CRCNV.

2.5 Prices quoted in a Contractor's quote shall be firm for a minimum of ninety (90) days following submission of the quote to the CRCNV.

### **3. PURCHASE ORDERS**

3.1 Based upon the Contractor's quote, the CRCNV shall decide to purchase all, none, or some portion of the Materials from the Contractor; and the CRCNV shall notify the Contractor of this intent.

3.2 If the CRCNV elects to purchase all or some portion of the Materials from the Contractor, the CRCNV shall issue a Purchase Order to the Contractor for the items to be purchased.

3.3 Purchase Orders shall specify the conditions of the Material purchase. Conditions established by this Agreement shall apply to all Purchase Orders and shall not be restated in a Purchase Order. Conditions established by the CRCNV's Materials Quote Request and the Contractor's quote may be incorporated by reference in the Purchase Order.

3.4 Purchase Orders shall be signed by the Contract Administrator.

3.5 The CRCNV retains the right to purchase some, all or none of the Materials from vendors, suppliers, distributors or contractors other than Contractor.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM F  
FOR MEETING OF JUNE 9, 2026**

<b>SUBJECT:</b> <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
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<b>RELATED TO AGENDA ITEM:</b>
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None.
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<b>RECOMMENDATION OR RECOMMENDED MOTION:</b>
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**STAFF COMMENTS AND BACKGROUND:**

Staff will provide a brief presentation on the Fiscal Year 2024 Annual Comprehensive Financial Report (ACFR) and an update on the Fiscal Year 2025 ACFR.



# COLORADO RIVER COMMISSION OF NEVADA

A COMPONENT UNIT OF THE STATE OF NEVADA

## ANNUAL COMPREHENSIVE FINANCIAL REPORT



**FOR THE YEAR ENDED  
JUNE 30, 2024**

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## **Introductory Section**

**Elected and Appointed Officials  
Year Ended June 30, 2024**

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**STATE OF NEVADA**

JOE LOMBARDO  
Governor

AARON FORD  
Attorney General

ANDY MATTHEWS  
Controller

ZACH CONINE  
Treasurer

FRANCISCO V. AGUILAR  
Secretary of State

**COLORADO RIVER COMMISSION**

PUOY K. PREMSRIRUT  
Chairwoman

KARA J. KELLEY  
Vice Chairwoman

CODY T. WINTERTON  
Commissioner

MARILYN KIRKPATRICK  
Commissioner

DAN H. STEWART  
Commissioner

ALLEN J. PULIZ  
Commissioner

STEVEN WALTON  
Commissioner

**COMMISSION STAFF**

ERIC P. WITKOSKI  
Executive Director

SARA A. PRICE  
Senior Assistant Director

GAIL A. BATES  
Assistant Director Hydropower Energy Operations

DOUGLAS N. BEATTY  
Division Chief, Finance and Administration

WARREN TURKETT  
Natural Resources Program Manager

JOSEPH R. STUBITZ  
Assistant Director Engineering and Operations

**STATE OF NEVADA**

**JOE LOMBARDO, Governor**  
**PUOY K. PREMSRIRUT, Chairwoman**  
**KARA J. KELLEY, Vice Chairwoman**  
**ERIC WITKOSKI, Executive Director**



**STEVEN WALTON, Commissioner**  
**MARILYN KIRKPATRICK, Commissioner**  
**ALLEN J. PULIZ, Commissioner**  
**DAN H. STEWART, Commissioner**  
**CODY T. WINTERTON, Commissioner**

**COLORADO RIVER COMMISSION  
OF NEVADA**

March 20, 2026

To the Honorable Chairwoman, and Members of the Colorado River Commission of Nevada:

It is a pleasure for us to present the Annual Comprehensive Financial Report of the Colorado River Commission of Nevada (Commission) for the year ended June 30, 2024, prepared by the financial and administrative division staff. This report is published to fulfill State of Nevada (State) law and bond covenants. Management assumes full responsibility for the completeness and reliability of the information contained in this report, based on a comprehensive framework of internal control that was established for this purpose. The Commission's controls have been developed in accordance with the State Controller's office State-wide internal control system. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the basic financial statements are free of any material misstatements.

Baker Tilly US, LLP, audited the Commission's basic financial statements for the year ended June 30, 2024. The goal of the independent audit was to provide reasonable assurance that the basic financial statements of the Commission are free of material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the Commission's basic financial statements for the fiscal year ended June 30, 2024, are fairly presented, in all material respects, and in conformity with generally accepted accounting principles in the United States (GAAP). The independent auditors' report is presented in the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and is presented in the financial section of this report.

**555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065**

**Phone: (702) 486-2670**  
**Fax: (702) 486-2695**  
**<http://crc.nv.gov>**

## **Profile of the Government**

The Commission has broad statutory authority for the management of the State's allocation of power and water resources from the Colorado River. As a state agency, it comprises a component unit of the State for financial reporting purposes. Basic financial information presented herein is also included in the State's Annual Comprehensive Financial Report.

The Commission is governed by seven commissioners, four of whom, including the Chairwoman, are appointed by the Governor, with the remaining three appointed by the Southern Nevada Water Authority (SNWA). Commissioners are required to have a general knowledge of the development of the Colorado River and its tributaries within Nevada, as well as the rights of Nevada pertaining to the resources and benefits of the Colorado River.

The members of the Commission are:

<b><u>Name</u></b>	<b><u>Initial Appointment</u></b>	<b><u>Current Term</u></b>
Puoy K. Preamsritut Chairwoman	2013	July 1, 2023, to June 30, 2026
Kara J. Kelley Vice Chairwoman	2015	July 1, 2023, to June 30, 2026
Cody T. Winterton	2015	July 1, 2024, to June 30, 2027
Honorable Marilyn Kirkpatrick Clark County Commissioner	2016	July 21, 2025, to June 30, 2026*
Honorable Dan H. Stewart City of Henderson Councilman	2016	July 21, 2025, to June 30, 2026*
Allen J. Puliz	2019	September 1, 2025 to August 31, 2028
Honorable Steve Walton Boulder City Councilman	2024	July 21, 2025, to June 30, 2026*

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\*Designates those Commissioners appointed by the SNWA who have terms that are subject to reappointment and continuation of their service as Directors of SNWA.

The Commission is empowered to receive, protect, safeguard, and hold in trust all rights, interests, and benefits in and to the waters of the Colorado River and such power generated thereon to which Nevada is entitled. The Commission has the authority to make and enter compacts or contracts and cooperate with other entities, states, and/or the federal government in fulfilling its statutory responsibilities. The Commission's main office is in Las Vegas, Nevada.

Activities of the Commission are funded from revenue received from power and water contractors. An administrative charge is included in power sales to provide funding for power-related activities. Water administrative revenues are received from the SNWA. Interest income earned from investments by the State Treasurer also contributes to revenues. The Commission does not request or receive any State tax allocations or federal funds to support its administrative and operating functions.

### Power

Nevada's allocation of hydropower from Hoover, Parker and Davis Dams, and the Salt Lake City Area Integrated Project is purchased by the Commission from the federal government and sold to several contracting entities in southern Nevada, including three rural electrification associations, one municipal and one investor-owned utility, and an industrial complex in Henderson, Nevada. The Commission also seeks and contracts for available capacity and energy from alternative sources in order to meet the needs of the entities it serves. The Commission is also responsible for developing power delivery facilities and providing power, including hydropower, to SNWA's treatment facilities and the Basic Industrial Complex in Henderson, Nevada. The Commission's customer base is set forth in NRS 704.787. The customers include an industrial complex, the SNWA and its member agencies (for water and wastewater pumping) and other customers who qualify for and receive a specific allocation under the Hoover Power Allocation Act of 2011 and other hydropower processes.

### Water

The Commission represents Nevada's interests in interstate matters involving the Colorado River with the SNWA. The Commission and the SNWA work directly with the U.S. Bureau of Reclamation, the other six Colorado River Basin states consisting of Arizona, California, Colorado, New Mexico, Utah, and Wyoming and other water users on the river. The activities include negotiating new water supplies, identifying new operating strategies, balancing water use with a water supply, and developing new mechanisms for interstate water transfers and drought contingency plans.

## **Factors affecting Financial Condition**

The information presented in the financial statements is best understood when it is considered from the broader perspective of the environment within which the Commission provides service.

### Clark County (the County) and Local Economy

Although the resources of the Colorado River are allocated to the State, the primary area served by the Commission is Clark County.

Clark County encompasses 7,927 square miles. It includes five incorporated cities: Las Vegas, Henderson, North Las Vegas, City of Boulder City, and Mesquite; fourteen unincorporated towns; one school district; four library districts; one urban and two rural fire districts; one sanitation district; one urban and three rural water districts; and eleven judicial townships.

Clark County's population continues to increase at a modest rate as is has in the past several years. The most current certified population estimate (as certified by the Governor) indicates that Clark County's 2025 population is 2,488,576, a modest 2.3% increase from 2024's estimated population of 2,392,490. Clark County's population represents approximately 74% of the State's 2025 population (estimated at 3,349,303, changed from the prior year's reported total of 3,282,911). Current projections forecast the County population to be 2,473,014 in 2026 and 2,585,696 in 2029. The current demographic estimate indicates continued growth over the next four years at a rate of approximately 1.5% annually.

On January 23, 2026, the Nevada Department of Employment, Training, and Rehabilitation reported that statewide unemployment rate for December 2025 remained at 5.2% which was unchanged from the month of November. The state's labor force grew by 9,353 from November 2025. The seasonally adjusted jobs in Nevada is 1,571,400 which represents a decrease of 0.6% over the previous year. Las Vegas employment increased by 2,00 jobs since November of 2025, but decreased by 9,800 jobs since December 2024. Labor force participation rose to 63.2%, its highest level since March 2020. For data detail see the Nevada Department of Employment, Training and Rehabilitation website.

Nevada gaming win was reported to be \$1,438,629,531 in December of 2025, a decline from the \$1,461,306,257 reported in December of 2024. However, the fiscal year-to-date numbers report a gaming increase of 2.02% through the first six months of fiscal 2026. Clark County reported total gaming revenue of \$12,987,564,000 in calendar year 2025, a 0.52% increase compared to the previous year. The Las Vegas Strip area reported total gaming revenues of \$8,258,029,000 which is a 0.91% decrease from the previous year. The Las Vegas Downtown area reported total gaming revenues of \$929,842,000 compared to the previous year which is a 2.07% increase for the period.

Over this period, the revenues of the Commission have been relatively stable, and are projected to remain so over the next biennium. The major impact to the Commission has been related to its industrial customer base. These customers suffered decreases in product demand due to the pandemic and have not yet returned to previous production levels. However, the Commission's power resources continue to be among the lowest cost resources available to its customers, so the current level of demand is not projected to materially impact the Commission's revenues over the next biennium.

#### Long-term Financial Planning

The financial management division monitors the fund balance of the Commission's general fund to ensure adequate reserves to fund ongoing operations. State and Commission regulations provide the flexibility to adjust water administrative revenues with each budget cycle and to change power administrative charges with advance notice to the customers.

Acceptable fund balance and cash levels are maintained with an annual internal review and, during the budget cycle (each even-numbered year), are reviewed with the customers in budget preparation meetings. For enterprise funds, cash flow is monitored for these funds, as each month's billings reflect actual revenue requirements for the month. Risk for these funds revolves around the inherent enterprise risk of the Commission's customers.

To ensure ongoing revenues, the Commission monitors the creditworthiness of its customer and vendor base. As most of the customer base is governmental in nature, the risk of financial failure is not significant. For the customers that are not governmental based, the Commission requires deposits against power purchases in amounts determined annually by staff. These deposits are cash with one customer providing a letter of credit issued by a financial institution acceptable to the Commission and the State Treasurer. The Commission has latitude on setting the level of collateral, but pursuant to NAC 538.744, the collateral may not be less than twenty-five percent of the contractor's purchases of the prior year.

The Commission operates in close concert with all its customers and all customers have access to Commission records and operational information, including real-time power purchasing and invoicing amounts.

Cash in all funds is deposited in the State Treasurer's account and the Treasurer acts as the exclusive financial institution for the Commission. Interest income is received from the State Treasurer on all Commission cash. The Commission has no direct control over the investing activities of these resources. Interest income is not significant and is not used in budgeting and cash needs analysis.

## Market Risk Management

The Commission staff provides services to the SSEA which is responsible for procuring energy and associated services for the SNWA and its member agencies for their water pumping and wastewater needs. On occasion, when the load of the Commission's BMI customers requires power to be purchased from the market, the Commission does so through the SSEA. The SSEA has adopted an extensive risk management policy in line with current best electric power practices. A risk management committee has been established by the SSEA. This committee establishes risk parameters, policies, and procedures that govern power trading activity by the SSEA.

## Acknowledgements

Preparation of this report could not have been accomplished without the services of the entire staff of the Commission. We would like to express our appreciation to all members of the staff. We would also like to express our thanks to the Commission members for their interest and support in planning and conducting the Commission's financial affairs in a responsible and professional manner.

Respectfully submitted,



Eric Witkoski  
Executive Director



Douglas N. Beatty  
Division Chief, Finance and Administration



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**Colorado River Commission of Nevada**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2023

*Christopher P. Morrill*

Executive Director/CEO



**Financial Section**

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## **Report of Independent Auditors**

Board of Commissioners  
Colorado River Commission of Nevada

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the budgetary statements for the general fund and the research and development fund of Colorado River Commission of Nevada (the Commission), a component unit of the State of Nevada, as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Colorado River Commission of Nevada as of June 30, 2024, and the respective changes in financial position, budgetary statements for the general fund, and research and development fund and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 20, 2026, on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over financial reporting and compliance.

*Baker Tilly US, LLP*

Portland, Oregon

March 20, 2026

## **Management's Discussion and Analysis**

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## Colorado River Commission of Nevada Management's Discussion and Analysis

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This section of the Annual Comprehensive Financial Report of the Colorado River Commission of Nevada (the Commission) presents management's discussion and analysis of the Commission's financial performance and condition for the fiscal year ended June 30, 2024. This information will assist readers in understanding the Commission's financial activities and results of operations when read in conjunction with the basic financial statements, notes to the basic financial statements, and letter of transmittal.

### Financial Highlights

The assets and deferred outflows of the Commission's governmental activities exceeded the liabilities and deferred inflows at the close of the fiscal year by \$7,913,922 (net position). However, the restricted fund balance related to the research and development fund was \$13,845,049; therefore, the Commission's general fund's portion of the net position was (\$5,936,413).

The net position in the business-type activities and proprietary (enterprise) funds increased this year by \$137,056 from \$1,430,419 to \$1,567,475. This increase was consistent with management's expectations, as there were no significant power market changes or changes in programs during the year.

Cash balances in the governmental funds increased during the year, from a reported balance of \$15,300,220 in the year ended June 30, 2023, to \$16,105,314 in the year ended June 30, 2024. Cash in the research and development fund increased by \$1,169,485 due to reserve deposits, while cash in the general fund decreased by \$364,393. The decrease in the general fund was attributable to reduced hydrology, which contributes to lower hydropower administrative revenues in the General Fund.

Total power sales and the total cost of electric service provided to the Commission's customers increased this year, due primarily to increases in federal power production costs passed along to the Commission's hydropower customers and increases in activity related to the Power Delivery Project. Increased customer-requested project activity contributed to higher Power Delivery Project revenues and expenses during the year. Hydropower sales revenues increased over the level seen in 2023.

Analysis of each fund individually indicates that:

- Power marketing fund revenues increased from the prior year. Hydropower production increased slightly from the past year, but costs (and therefore revenues) increased due to increased maintenance activity as the drought continues. These costs are fully recovered through billings to customers. Power revenues in this fund increased from \$28,864,508 in the year ended June 30, 2023, to \$30,669,197 in the year ended June 30, 2024. This represents a 5.8% increase.
- Power operating expenses in the Power Marketing Fund increased from \$28,901,210 in 2023 to \$30,705,184 for the year ended June 30, 2024. This represents a 6.2% increase. Depreciation, general administrative charges, and prepaid power advances remained relatively constant.

## Colorado River Commission of Nevada Management's Discussion and Analysis

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- Revenues of the power delivery fund increased from \$13,111,046 for the year ended June 30, 2023, to \$15,378,485 for the year ended June 30, 2024. This increase reflects additional customer-funded projects initiated during the year.
- Power Delivery operating expenses experienced a corresponding increase from \$13,170,772 to 15,443,660 for the same time period. Management expects power revenues and expenses to remain elevated as customer-requested projects continue.

The Commission will continue to supply customer load as needed and will pass the cost of the purchased power to its customers at total cost, including administrative costs.

The Silver State Energy Association (SSEA) was formed as a joint action agency with the goal of aggregating power load requirements and resources to take advantage of economies of scale and to participate collectively in potential electric power projects. Members of the SSEA include the Commission, the City of Boulder City, Overton Power District No. 5, Lincoln County Power District No. 1, and the Southern Nevada Water Authority (SNWA). More information about SSEA may be found at [www.silverstateenergy.org](http://www.silverstateenergy.org). Commission personnel continue to serve as contract staff for the SSEA. Power sales and costs related to the SSEA activity are not reported by the Commission. These activities are reported by the SSEA in its financial statements.

### Overview of the Financial Statements

The Commission is a special-purpose State of Nevada (the State or Nevada) government entity. It is empowered primarily to administer the Colorado River water resources allocated to the State by the Federal Government and to provide electric power resources to specific legislatively approved entities. Because the Commission's enterprise funds serve a statutorily defined customer base, these funds generally exhibit financial stability.

Through the Commission, most of the water resources have been allocated to the SNWA, a regional governmental water utility. The power resources are provided mostly to governmental or quasi-governmental entities and a limited number of industrial end users grandfathered into the Commission's service authority.

The water function is not intended to serve as an enterprise-type activity and is accounted for in the Commission's general fund. The electric power function is accounted for through two enterprise funds: the Power Delivery Fund and the Power Marketing Fund. The Power Marketing Fund records the transactions related to the purchase and sale of hydropower resources allocated to the State. These resources are generated from Federal Hydropower Projects (Hoover Dam, Parker-Davis Dam, and others) on the Colorado River. In addition to these funds, the Commission maintains one special revenue fund to account for the Lower Colorado River Multi-Species Conservation Program (LCRMSCP).

## **Colorado River Commission of Nevada Management's Discussion and Analysis**

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The Commission's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains supplementary information in addition to the basic financial statements themselves.

### **Government-wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the Commission's finances, in a manner similar to a private sector business.

The statement of net position presents information on all the Commission's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Commission is improving or deteriorating.

The statement of activities presents information showing how the Commission's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The functions reported on the Commission's basic financial statements are principally supported by user fees and charges. The water-related activities are supported by an administrative fee assessed on SNWA and the power-related activities are supported through administrative charges assessed as part of the sale of electric resources. Environmental activities are supported through administrative fees assessed on the SNWA and on hydropower customers.

### **Fund Financial Statements**

A fund is a self-balancing group of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Commission, like other governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All the funds of the Commission can be divided into two categories: governmental and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental fund financial statements is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison.

## Colorado River Commission of Nevada Management's Discussion and Analysis

The Commission maintains two governmental funds, the general fund and the research and development fund. Information is presented separately in the governmental fund balance sheet and statement of revenues, expenditures, and changes in fund balances for both funds. However, only the general fund is considered a major fund.

The Commission maintains two proprietary (enterprise) funds, both of which are also considered major funds. These funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The proprietary fund financial statements provide the same type of information as the government-wide financial statements, but in more detail.

The Commission adopts an annual budget for all funds. A budgetary comparison is provided in this report for the two governmental funds.

### Notes to the Basic Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide financial statements and fund financial statements.

### Government-wide Financial Analysis

Net position may serve over time as a useful indicator of a government's financial condition. Increases or decreases in the net position may, over time, be an indicator of improving or deteriorating financial stability of the entity. However, this must be evaluated with other factors, some of which are detailed in the following tables.

Summary Statement of Net Position						
	Governmental Activities			Business-type Activities		
	2024	2023	Change	2024	2023	Change
<b>Assets</b>						
Current	\$ 16,568,645	\$ 15,863,445	\$ 705,200	\$ 9,690,285	\$ 7,358,355	\$ 2,331,930
Noncurrent						
Restricted	-	-	-	2,443,405	2,557,759	(114,354)
Capital assets, net	5,286	16,675	(11,389)	37,059,017	39,091,356	(2,032,339)
Other	-	-	-	20,647,898	21,514,174	(866,276)
<b>Total assets</b>	<b>16,573,931</b>	<b>15,880,120</b>	<b>693,811</b>	<b>69,840,605</b>	<b>70,521,644</b>	<b>(681,039)</b>
Deferred outflows of resources	2,391,820	2,651,528	(259,708)	-	-	-
<b>Liabilities</b>						
Current	624,995	691,182	(66,187)	11,196,701	9,241,136	1,955,565
Noncurrent	9,705,447	9,835,802	(130,355)	57,076,429	59,850,089	(2,773,660)
<b>Total liabilities</b>	<b>10,330,442</b>	<b>10,526,984</b>	<b>(196,542)</b>	<b>68,273,130</b>	<b>69,091,225</b>	<b>(818,095)</b>
Deferred inflows of resources	721,387	608,685	112,702	-	-	-
<b>Net position</b>						
Net investment in capital assets	5,286	16,675	(11,389)	37,059,017	39,091,356	(2,032,339)
Restricted	13,845,049	12,757,203	1,087,846	-	-	-
Unrestricted	(5,936,413)	(5,377,899)	(558,514)	(35,491,542)	(37,660,937)	2,169,395
<b>Total net position</b>	<b>\$ 7,913,922</b>	<b>\$ 7,395,979</b>	<b>\$ 517,943</b>	<b>\$ 1,567,475</b>	<b>\$ 1,430,419</b>	<b>\$ 137,056</b>

## Colorado River Commission of Nevada Management's Discussion and Analysis

Total assets in the governmental activities increased from the previous year and relate primarily to increases in cash balances.

Total assets in the business-type activities and proprietary funds decreased from the previous year. The decrease represents normal operational fluctuations in revenues and expenses and collection timeframes and is reflected in decreased cash balances and ongoing depreciation and amortization expenses.

Summary Changes in Net Position						
	Governmental Activities			Business-type Activities		
	2024	2023	Change	2024	2023	Change
Revenues						
Program revenues						
Charges for services	\$ 2,708,660	\$ 3,523,535	\$ (814,875)	\$ 45,844,896	\$ 41,895,754	\$ 3,949,142
General revenues						
Investment income (loss)	844,387	396,012	448,375	238,218	112,103	126,115
Gain on disposal of capital assets	-	-	-	-	-	-
Miscellaneous	63,051	51,007	12,044	202,786	79,800	122,986
<b>Total revenues</b>	<b>3,616,098</b>	<b>3,970,554</b>	<b>(354,456)</b>	<b>46,285,900</b>	<b>42,087,657</b>	<b>4,198,243</b>
Expenses						
General government	2,547,001	2,795,937	(248,936)	-	-	-
Research and development	551,154	494,166	56,988	-	-	-
Power marketing	-	-	-	30,705,184	28,901,210	1,803,974
Power delivery	-	-	-	15,443,660	13,170,772	2,272,888
<b>Total expenses</b>	<b>3,098,155</b>	<b>3,290,103</b>	<b>(191,948)</b>	<b>46,148,844</b>	<b>42,071,982</b>	<b>4,076,862</b>
Change in net position before transfers	517,943	680,451	(162,508)	137,056	15,675	121,381
Transfers	-	-	-	-	-	-
Change in net positions	517,943	680,451	(162,508)	137,056	15,675	121,381
Net position, beginning of year	7,395,979	6,715,528	680,451	1,430,419	1,414,744	15,675
Net position, end of year	<u>\$ 7,913,922</u>	<u>\$ 7,395,979</u>	<u>\$ 517,943</u>	<u>\$ 1,567,475</u>	<u>\$ 1,430,419</u>	<u>\$ 137,056</u>

The governmental activities of the Commission are small in comparison to the capital and power purchasing activities. The Commission's water-related efforts and hydropower support activities form the bulk of the governmental programs. These activities are funded on a current basis through administrative assessments, and the Commission carries minimal necessary cash balances for these activities. Governmental fund revenues decreased slightly this year from the prior year due to decreased federal hydropower costs passed on to the Commission's customers. Reduced hydrology also resulted in a slight decrease in related hydropower production. The decrease in governmental expenses represented in this table reflects changes resulting from new accounting pronouncements and was not material.

The activities related to the electric power utility function are large and generate millions of dollars in both revenues and expenses. However, as the Commission's contracts for power allow only for recovery of cost in the enterprise funds, these activities do not contribute significant amounts to net position. Timing differences between collections from customers and payments to vendors may result in year-to-year variability in enterprise fund net position.

## Colorado River Commission of Nevada Management's Discussion and Analysis

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### Governmental Funds Financial Analysis

The Commission uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All cash receipts and disbursements are processed and recorded by the State Controller. Budgetary and cash control is imposed by the Controller on the general and special revenue funds. Cash control is required for the enterprise funds. No vouchers are processed for payment unless adequate budget authority exists.

The Commission downloads data from the Controller related to revenue and expense transactions. These downloads are imported into a computerized reporting system for financial report preparation purposes. As more fully explained in the notes to the basic financial statements, the accounting policies of the Commission conform to, and its financial statements have been prepared in accordance with, accounting principles generally accepted in the United States (GAAP) applicable to government units.

The Commission is not subject to regulation by federal or state utility regulatory bodies. General governmental activity of the Commission is recorded in the general fund.

Funding sources for the Commission's general fund administrative functions are detailed below:

General Fund Administrative Funding Sources						
	2024		2023		Change	
	Amount	Percent	Amount	Percent	Amount	Percent
Revenues						
Power administrative charges	\$ 1,239,125	24.20%	\$ 1,222,745	22.47%	\$ 16,380	1.34%
Water charges	531,789	10.38%	1,459,610	26.82%	(927,821)	-63.57%
Investment income (loss)	143,133	2.79%	63,064	1.16%	80,069	126.96%
Miscellaneous	63,051	1.23%	51,007	0.94%	12,044	23.61%
Total revenues	<u>1,977,098</u>	<u>38.61%</u>	<u>2,796,426</u>	<u>51.39%</u>	<u>(819,328)</u>	<u>-29.30%</u>
Salaries and overhead recovered by allocation	<u>3,144,165</u>	<u>61.39%</u>	<u>2,645,605</u>	<u>48.61%</u>	<u>498,560</u>	<u>18.84%</u>
Total funding sources	<u>\$ 5,121,263</u>	<u>100%</u>	<u>\$ 5,442,031</u>	<u>100%</u>	<u>\$ (320,768)</u>	<u>-5.89%</u>

Revenues in the Commission's general fund totaled \$1,977,098 for the year ended June 30, 2024, \$819,328 less than the \$2,796,426 realized in the year ended June 30, 2023. The decrease resulted primarily from lower water administrative charges, as reserve balances were utilized to maintain minimal required reserve levels. Allocated salaries and overhead increased as a result of personnel increases and increased salary costs during the year. The Commission filled a significant number of vacant positions during the fiscal year.

## Colorado River Commission of Nevada Management's Discussion and Analysis

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Change in levels of expenditures from the preceding year was as follows:

General Fund Expenditures			
	2024	2023	Change
Expenditures			
Personnel services	\$ 4,752,540	\$ 4,262,422	\$ 490,118
Travel, out-of-state	49,517	40,681	8,836
Rent and insurance	138,879	11,344	127,535
Dues and registration fees	71,629	63,214	8,415
Contractual services	185,162	252,044	(66,882)
Legal	-	23,958	(23,958)
Water purchases	2,012	(5,584)	7,596
Equipment, furniture and fixtures, non-capitalized	19,963	12,605	7,358
Equipment, furniture and fixtures, capitalized	-	-	-
Other	300,480	303,068	(2,588)
Principal	-	123,149	(123,149)
Interest	-	5,884	(5,884)
Capital Outlay	-	-	-
	5,520,182	5,092,785	427,397
Total expenditures			
Salaries and overhead recovered by allocation	(3,144,165)	(2,645,605)	(498,560)
Net expenditures	\$ 2,376,017	\$ 2,447,180	\$ (71,163)

Note: Certain immaterial prior year amounts have been reclassified to agree to current year presentation.

Allocated salary and overhead are collected and paid by the enterprise fund for the cost incurred by the general fund.

Net expenditures for the year ended June 30, 2024, in the general fund totaled \$2,376,017, which is \$71,163 less than the \$2,447,180 expended during the year ended June 30, 2023. This decrease reflects offsetting impacts of higher lease costs following relocation to a new office facility and reduced contract services as several service contracts concluded.

### Research and Development Special Revenue Fund Summary Financial Information

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	2024	2023	Change
Total assets	\$ 13,921,678	\$ 12,832,647	\$ 1,089,031
Total liabilities	76,629	75,444	1,185
Total fund balance, end of year	13,845,049	12,757,203	1,087,846
Total revenues	1,639,000	1,174,128	464,872
Total expenditures	551,154	494,166	56,988

## Colorado River Commission of Nevada Management's Discussion and Analysis

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The research and development fund records the transactions related to the LCRMSCP. The goals of the program are to work toward the recovery of listed species through habitat and species conservation and attempt to reduce the likelihood of additional species listings under the Endangered Species Act. The program will also accommodate current water diversions and power production and optimize opportunities for future water and power development. This program is a 50-year program, and this is the twelfth year of operations under the program. In accordance with funding agreements, current program payments are increasingly directed to reserve accounts for future habitat-related expenditures. This will continue for the next few years until appropriate expenditures are directed by the United States Bureau of Reclamation. All charges to Commission customers for this program are pursuant to contract.

Fund balances in the general fund and special revenue fund at year end compared to the previous year were:

Fund Balances - Governmental Funds			
	2024	2023	Change
General fund	\$ 2,328,328	\$ 2,727,247	\$ (398,919)
Research and development special revenue fund	13,845,049	12,757,203	1,087,846

### General Fund Budgetary Information

There were no significant changes to the budget for the year ended June 30, 2024. The budget to actual comparisons for the Commission's governmental funds is detailed below:

Summary of Selected General Fund Budget and Actual Information				
	Original Budget	Final Budget	Actual	Variance
Total revenues	\$ 3,210,401	\$ 3,210,401	\$ 1,977,098	\$ 1,233,303
Total net expenditures	4,423,140	4,423,140	2,376,017	2,047,123
Total fund balance, end of year	1,750,318	1,750,318	2,328,328	(578,010)

Review of revenue budget to actual comparisons show both administrative charges were below budget. The hydropower administrative charge was projected based on anticipated administrative expenditures. The water charges were estimated to include significant utilization of outside consultants. Anticipated contract services were not fully utilized, and water administrative cash reserves were adequate, the billings were reduced to reflect this.

Review of expenditures indicates that personnel costs overall were below budget. The significant positive variances were in personnel; this is due to budgeting unfilled positions at maximum salary levels and loss of staff during the year; outside contractual costs, which were below budgeted amounts due to less activity relating to river related functions that would have required the use of outside experts. The cost allocation amount also reflects budgeted position levels that were not utilized at that level.

## Colorado River Commission of Nevada Management's Discussion and Analysis

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### Capital Assets and Debt Administration

The Commission's investment in capital assets for its governmental and business-type activities as of June 30, 2024, is \$37,064,303 (net of accumulated depreciation). This investment includes the power delivery system, automobiles, and equipment (both administrative vehicles and power delivery project utility vehicles), and office furniture. The depreciable lives related to the Commission's automobiles and equipment are dictated by the policies and standards adopted by the State. The Commission does not have the ability to change the policies and standards related to the depreciable lives or methods on its own.

As of June 30, 2024, the Commission's capital assets consisted of the following:

Capital assets, net of accumulated depreciation and amortization						
	Governmental Activities			Business-type Activities		
	2024	2023	Change	2024	2023	Change
Power transmission system	\$ -	\$ -	\$ -	\$ 36,977,366	\$ 38,970,861	\$ (1,993,495)
Automobiles and other equipment	5,286	16,675	(11,389)	81,651	120,495	(38,844)
<b>Total assets</b>	<b>\$ 5,286</b>	<b>\$ 16,675</b>	<b>\$ (11,389)</b>	<b>\$ 37,059,017</b>	<b>\$ 39,091,356</b>	<b>\$ (2,032,339)</b>

Please refer to Note 3 to the financial statements for more detailed information related to the capital assets of the Commission.

As of June 30, 2024, outstanding long-term obligations of the Commission consisted of the following:

Summary of Outstanding Debt			
	Average Interest Rate	Maturity Date	Outstanding Balance
Hoover Visitor Center, Series 2014E	3.9%	2043	\$ 23,600,000

The Commission's bonds are both general obligation and revenue supported (double-barreled) bonds. The Hoover visitor center bonds, the only currently outstanding bonds, are taxable bonds. The bonds are backed by the full faith and credit of the State; however, Commission bonds have always been, and will continue to be, self-supporting debt payable from revenues from the sale of power.

Please refer to Note 3 to the financial statements for more detailed information related to debt activity of the Commission.

## Colorado River Commission of Nevada Management's Discussion and Analysis

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### Additional Information

In August 2023, the United States Bureau of Reclamation (Bureau) announced a Level 1 water reduction on the Colorado River under current operating guidelines for calendar year 2024. The declaration limits the amount of water southern Nevada will be allowed to withdraw from Lake Mead. The declaration by the Bureau was an improvement from the Level 2 shortage that required a higher level of reductions for Nevada and Arizona during 2023. To ensure water supplies remain available, the Southern Nevada Water Authority and its member agencies have implemented several initiatives, including water conservation programs, investments in additional water resources, and banking of unused resources.

In August 2025, a major ransomware attack affected over 60 Nevada state agencies, resulting in widespread service disruptions. The Commission experienced limited administrative impacts; however, no water or power operations were interrupted.

This financial report is designed to provide a general overview of the Commission's finances for all interested parties. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Division Chief, Finance and Administration, Colorado River Commission, 100 N. City Pkwy Suite 1100 Las Vegas, NV, 89106. In addition, the Commission maintains a website that provides additional information on all issues discussed in this analysis, on many other programs and projects of the Commission and information related to customers and staff contacts. The website address is <http://crc.nv.gov>.

**Basic Financial Statements –  
Government-Wide Financial Statements**

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**Colorado River Commission of Nevada**  
**Statement of Net Position**  
**June 30, 2024**

	Governmental Activities	Business- type Activities	Total
<b>ASSETS</b>			
Current assets			
Cash and cash equivalents	\$ 16,105,314	\$ 3,921,662	\$ 20,026,976
Accounts receivable, net	10,412	3,299,566	3,309,978
Interest receivable	261,496	90,882	352,378
Internal balances	191,423	(191,423)	-
Prepaid items	-	883,314	883,314
Prepaid power	-	1,686,284	1,686,284
Total current assets	<u>16,568,645</u>	<u>9,690,285</u>	<u>26,258,930</u>
Noncurrent assets			
Restricted assets			
Cash and cash equivalents	-	2,443,405	2,443,405
Capital assets, net of accumulated depreciation and amortization			
Power transmission system	-	36,977,366	36,977,366
Automobiles and other equipment	5,286	81,651	86,937
Total capital assets, net of accumulated depreciation and amortization	<u>5,286</u>	<u>37,059,017</u>	<u>37,064,303</u>
Other assets			
Prepaid power	-	20,647,898	20,647,898
Total noncurrent assets	<u>5,286</u>	<u>60,150,320</u>	<u>60,155,606</u>
Total assets	<u>16,573,931</u>	<u>69,840,605</u>	<u>86,414,536</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred outflows related to pensions	2,235,411	-	2,235,411
Deferred outflows related to other postemployment benefits	156,409	-	156,409
Total deferred outflows of resources	<u>2,391,820</u>	<u>-</u>	<u>2,391,820</u>
Total assets and deferred outflows of resources	<u>18,965,751</u>	<u>69,840,605</u>	<u>88,806,356</u>
<b>LIABILITIES</b>			
Current liabilities			
Accounts payable	29,474	2,726,207	2,755,681
Accrued payroll	249,937	-	249,937
Customer payables, collateral and other deposits	30,697	3,543,285	3,573,982
Unearned revenue	85,160	3,852,500	3,937,660
Interest payable	-	239,709	239,709
Bonds payable	-	835,000	835,000
Compensated absences	229,727	-	229,727
Total current liabilities	<u>624,995</u>	<u>11,196,701</u>	<u>11,821,696</u>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Net Position**  
**June 30, 2024**

	Governmental Activities	Business- type Activities	Total
<b>Noncurrent liabilities</b>			
Unearned revenue	\$ -	\$ 34,425,331	\$ 34,425,331
Bonds and notes payable, net of unamortized premiums and discounts	-	22,651,098	22,651,098
Compensated absences	204,976	-	204,976
Net pension liability	7,343,797	-	7,343,797
Net other postemployment benefits obligation	2,156,674	-	2,156,674
<b>Total noncurrent liabilities</b>	<b>9,705,447</b>	<b>57,076,429</b>	<b>66,781,876</b>
<b>Total liabilities</b>	<b>10,330,442</b>	<b>68,273,130</b>	<b>78,603,572</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred inflows related to pensions	543,122	-	543,122
Deferred inflows related to other postemployment benefits	178,265	-	178,265
<b>Total deferred inflows of resources</b>	<b>721,387</b>	<b>-</b>	<b>721,387</b>
<b>Total liabilities and deferred inflows of resources</b>	<b>11,051,829</b>	<b>68,273,130</b>	<b>79,324,959</b>
<b>NET POSITION</b>			
Net investment in capital assets	5,286	37,059,017	37,064,303
Restricted			
Research and development	13,845,049	-	13,845,049
Unrestricted	(5,936,413)	(35,491,542)	(41,427,955)
<b>Total net position</b>	<b>\$ 7,913,922</b>	<b>\$ 1,567,475</b>	<b>\$ 9,481,397</b>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Activities**  
**Year Ended June 30, 2024**

FUNCTION/ PROGRAM	Expenses	Program	Net (Expense) Revenues and Changes in Net Position		Total
		Revenues Charges for Services	Governmental Activities	Business- type Activities	
Governmental activities					
General government	\$ 2,547,001	\$ 1,770,914	\$ (776,087)	\$ -	\$ (776,087)
Research and development	551,154	937,746	386,592	-	386,592
Total governmental activities	<u>3,098,155</u>	<u>2,708,660</u>	<u>(389,495)</u>	<u>-</u>	<u>(389,495)</u>
Business-type activities					
Power marketing	30,705,184	30,550,711	-	(154,473)	(154,473)
Power delivery	15,443,660	15,294,185	-	(149,475)	(149,475)
Total business-type activities	<u>46,148,844</u>	<u>45,844,896</u>	<u>-</u>	<u>(303,948)</u>	<u>(303,948)</u>
Total	<u>\$ 49,246,999</u>	<u>\$ 48,553,556</u>	<u>(389,495)</u>	<u>(303,948)</u>	<u>(693,443)</u>
<b>GENERAL REVENUES</b>					
Investment income			844,387	238,218	1,082,605
Miscellaneous			63,051	202,786	265,837
Total general revenues			<u>907,438</u>	<u>441,004</u>	<u>1,348,442</u>
CHANGE IN NET POSITION			517,943	137,056	654,999
NET POSITION, BEGINNING OF YEAR			<u>7,395,979</u>	<u>1,430,419</u>	<u>8,826,398</u>
NET POSITION, END OF YEAR			<u>\$ 7,913,922</u>	<u>\$ 1,567,475</u>	<u>\$ 9,481,397</u>

See accompanying notes.

**Basic Financial Statements –  
Fund Financial Statements**

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**Colorado River Commission of Nevada**  
**Balance Sheet – Governmental Funds**  
**June 30, 2024**

	General Fund	Special Revenue Fund Research and Development	Total Governmental Funds
<b>ASSETS</b>			
Cash and cash equivalents	\$ 2,412,844	\$ 13,692,470	\$ 16,105,314
Accounts receivable, net	3,802	6,610	10,412
Interest receivable	38,898	222,598	261,496
Due from other funds	191,423	-	191,423
Total assets	<u>\$ 2,646,967</u>	<u>\$ 13,921,678</u>	<u>\$ 16,568,645</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 29,474	\$ -	\$ 29,474
Accrued payroll	249,937	-	249,937
Customer payables, collateral and other deposits	30,697	-	30,697
Unearned revenue	8,531	76,629	85,160
Total liabilities	<u>318,639</u>	<u>76,629</u>	<u>395,268</u>
<b>FUND BALANCES</b>			
Restricted for			
Research and development	-	13,845,049	13,845,049
Unassigned	2,328,328	-	2,328,328
Total fund balances	<u>2,328,328</u>	<u>13,845,049</u>	<u>16,173,377</u>
Total liabilities and fund balances	<u>\$ 2,646,967</u>	<u>\$ 13,921,678</u>	<u>\$ 16,568,645</u>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Reconciliation of the Balance Sheet – Governmental Funds to the Statement of**  
**Net Position – Governmental Activities**  
**June 30, 2024**

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FUND BALANCES, GOVERNMENTAL FUNDS		\$ 16,173,377
Amounts reported in the statement of net position are different because:		
Capital assets and right-of-use assets used in governmental activities are not current financial resources; and therefore, are not reported in governmental funds:		
Capital assets and right-of-use assets	\$ 109,814	
Less accumulated depreciation and amortization	<u>(104,528)</u>	5,286
Deferred outflows and inflows of resources related to pension and other postemployment benefit obligations reported in governmental activities are not current financial resources; and therefore, are not reported in governmental funds:		
Deferred outflows related to other postemployment benefits	156,409	
Deferred inflows related to other postemployment benefits	(178,265)	
Unamortized deferred outflows related to pensions	2,235,411	
Unamortized deferred inflows related to pensions	<u>(543,122)</u>	1,670,433
Long-term liabilities are not due and payable in the current period; and therefore, are not reported in governmental funds:		
Compensated absences payable	(434,703)	
Net other postemployment benefits obligation	(2,156,674)	
Net pension liability	<u>(7,343,797)</u>	<u>(9,935,174)</u>
NET POSITION, GOVERNMENTAL ACTIVITIES		<u>\$ 7,913,922</u>

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See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Revenues, Expenditures and Changes in Fund Balances –**  
**Governmental Funds**  
**June 30, 2024**

	General Fund	Special Revenue Fund Research and Development	Total Governmental Funds
<b>REVENUES</b>			
Power administrative charges	\$ 1,239,125	\$ -	\$ 1,239,125
Water charges	531,789	-	531,789
Multi-species surcharge	-	937,746	937,746
Investment income	143,133	701,254	844,387
Miscellaneous	63,051	-	63,051
	<u>1,977,098</u>	<u>1,639,000</u>	<u>3,616,098</u>
<b>EXPENDITURES</b>			
General government			
Current			
Personnel services	4,752,540	-	4,752,540
Travel, out-of-state	49,517	-	49,517
Rent and insurance	138,879	-	138,879
Dues and registration fees	71,629	-	71,629
Contractual services	185,162	-	185,162
Water purchases	2,012	-	2,012
Multi-species assessment	-	551,154	551,154
Equipment, furniture and fixtures, non-capitalized	19,963	-	19,963
Other	300,480	-	300,480
	<u>5,520,182</u>	<u>551,154</u>	<u>6,071,336</u>
	<u>5,520,182</u>	<u>551,154</u>	<u>6,071,336</u>
Salaries and overhead recovered by allocation	(3,144,165)	-	(3,144,165)
Net expenditures	<u>2,376,017</u>	<u>551,154</u>	<u>2,927,171</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>(398,919)</u>	<u>1,087,846</u>	<u>688,927</u>
CHANGE IN FUND BALANCE	(398,919)	1,087,846	688,927
FUND BALANCE, BEGINNING OF YEAR	<u>2,727,247</u>	<u>12,757,203</u>	<u>15,484,450</u>
FUND BALANCE, END OF YEAR	<u>\$ 2,328,328</u>	<u>\$ 13,845,049</u>	<u>\$ 16,173,377</u>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund**  
**Balances – Governmental Fund to the Statement of Activities –**  
**Governmental Activities**  
**June 30, 2024**

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CHANGE IN FUND BALANCES, GOVERNMENTAL FUNDS		\$ 688,927
Amounts reported in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense was greater than capital outlays in the current period.		(11,389)
Some expenses reported in the statement of activities do not require the use of current financial resources; and therefore, are not reported as expenditures in governmental funds:		
Change in compensated absences payable	122,211	
Change in net other postemployment benefits obligation and related balances	323,639	
Change in net pension liability and related balances	<u>(605,445)</u>	
		<u>(159,595)</u>
CHANGE IN NET POSITION, GOVERNMENTAL ACTIVITIES		<u>\$ 517,943</u>

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See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Revenues, Expenditures and Changes in Fund Balance –**  
**Budget and Actual – General Fund**  
**June 30, 2024**

	Original Budget	Final Budget	Actual	Variance
<b>REVENUES</b>				
Power administrative charges	\$ 1,610,470	\$ 1,610,470	\$ 1,239,125	\$ (371,345)
Water charges	1,528,970	1,528,970	531,789	(997,181)
Investment income	16,004	16,004	143,133	127,129
Miscellaneous	54,957	54,957	63,051	8,094
<b>Total revenues</b>	<b>3,210,401</b>	<b>3,210,401</b>	<b>1,977,098</b>	<b>(1,233,303)</b>
<b>EXPENDITURES</b>				
General government				
Current				
Personnel services	5,792,443	5,792,443	4,752,540	(1,039,903)
Travel, out-of-state	74,154	74,154	49,517	(24,637)
Travel, in-state	9,403	9,403	-	(9,403)
Rent and insurance	140,597	140,597	138,879	(1,718)
Dues and registration fees	1,788	1,788	71,629	69,841
Contractual services	591,616	591,616	185,162	(406,454)
Legal	305,684	305,684	-	(305,684)
Water purchases	2,189	2,189	2,012	(177)
Equipment, furniture and fixtures, non-capitalized	92,060	92,060	19,963	(72,097)
Other	264,657	264,657	300,480	35,823
	<b>7,274,591</b>	<b>7,274,591</b>	<b>5,520,182</b>	<b>(1,754,409)</b>
Salaries and overhead recovered by allocation	(2,851,451)	(2,851,451)	(3,144,165)	(292,714)
<b>Net expenditures</b>	<b>4,423,140</b>	<b>4,423,140</b>	<b>2,376,017</b>	<b>(2,047,123)</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>(1,212,739)</b>	<b>(1,212,739)</b>	<b>(398,919)</b>	<b>813,820</b>
<b>CHANGE IN FUND BALANCE</b>	<b>(1,212,739)</b>	<b>(1,212,739)</b>	<b>(398,919)</b>	<b>813,820</b>
<b>FUND BALANCE, BEGINNING OF YEAR</b>	<b>2,963,057</b>	<b>2,963,057</b>	<b>2,727,247</b>	<b>(235,810)</b>
<b>FUND BALANCE, END OF YEAR</b>	<b>\$ 1,750,318</b>	<b>\$ 1,750,318</b>	<b>\$ 2,328,328</b>	<b>\$ 578,010</b>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Revenues, Expenditures and Changes in Fund Balance – Budget**  
**and Actual – Research and Development Special Revenue Fund**  
**June 30, 2024**

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	Original Budget	Final Budget	Actual	Variance
<b>REVENUES</b>				
Multi- species surcharge	\$ 833,645	\$ 833,645	\$ 937,746	\$ 104,101
Investment income	367,772	367,772	701,254	333,482
Total revenues	<u>1,201,417</u>	<u>1,201,417</u>	<u>1,639,000</u>	<u>437,583</u>
<b>EXPENDITURES</b>				
General government				
Current				
Multi-species assessment	<u>1,056,862</u>	<u>1,056,862</u>	<u>551,154</u>	<u>(505,708)</u>
Total expenditures	<u>1,056,862</u>	<u>1,056,862</u>	<u>551,154</u>	<u>(505,708)</u>
EXCESS ( DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>144,555</u>	<u>144,555</u>	<u>1,087,846</u>	<u>943,291</u>
CHANGE IN FUND BALANCE	144,555	144,555	1,087,846	943,291
FUND BALANCE, BEGINNING OF YEAR	<u>11,807,796</u>	<u>11,807,796</u>	<u>12,757,203</u>	<u>949,407</u>
FUND BALANCE, END OF YEAR	<u>\$ 11,952,351</u>	<u>\$ 11,952,351</u>	<u>\$ 13,845,049</u>	<u>\$ 1,892,698</u>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Net Position – Proprietary Funds**  
**June 30, 2024**

	Business-Type Activities		
	Power Marketing	Power Delivery	Total Enterprise Funds
<b>ASSETS</b>			
Current assets			
Cash and cash equivalents	\$ 3,068,181	\$ 853,481	\$ 3,921,662
Accounts receivable, net	822,658	2,476,908	3,299,566
Interest receivable	74,505	16,377	90,882
Due from other funds	17,688	-	17,688
Prepaid items	827,464	55,850	883,314
Prepaid power	1,686,284	-	1,686,284
Total current assets	<u>6,496,780</u>	<u>3,402,616</u>	<u>9,899,396</u>
Noncurrent assets			
Restricted assets			
Cash	2,106,398	337,007	2,443,405
Capital assets, net of accumulated depreciation and amortization			
Power transmission system	5,615,667	31,361,699	36,977,366
Automobiles and other equipment	28,467	53,184	81,651
Total capital assets, net of accumulated depreciation and amortization	<u>5,644,134</u>	<u>31,414,883</u>	<u>37,059,017</u>
Other assets			
Prepaid power	20,647,898	-	20,647,898
Total noncurrent assets	<u>28,398,430</u>	<u>31,751,890</u>	<u>60,150,320</u>
Total assets	<u>34,895,210</u>	<u>35,154,506</u>	<u>70,049,716</u>
<b>LIABILITIES</b>			
Current liabilities			
Accounts payable	1,951,319	774,888	2,726,207
Customer payables, collateral and other deposits	826,962	2,716,323	3,543,285
Due to other funds	17,688	191,423	209,111
Unearned revenue	2,135,483	1,717,017	3,852,500
Interest payable	239,709	-	239,709
Bonds payable	835,000	-	835,000
Total current liabilities	<u>6,006,161</u>	<u>5,399,651</u>	<u>11,405,812</u>
Noncurrent liabilities			
Unearned revenue	4,724,797	29,700,534	34,425,331
Bonds and notes payable, net of unamortized discounts	22,651,098	-	22,651,098
Total noncurrent liabilities	<u>27,375,895</u>	<u>29,700,534</u>	<u>57,076,429</u>
Total liabilities	<u>33,382,056</u>	<u>35,100,185</u>	<u>68,482,241</u>
<b>NET POSITION</b>			
Net investment in capital assets	5,644,134	31,414,883	37,059,017
Unrestricted	(4,130,980)	(31,360,562)	(35,491,542)
Total net position	<u>\$ 1,513,154</u>	<u>\$ 54,321</u>	<u>\$ 1,567,475</u>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Revenues, Expenses and Changes in Net Position –**  
**Proprietary Funds**  
**Year Ended June 30, 2024**

	Business-type Activities		
	Power Marketing	Power Delivery	Total Enterprise Funds
<b>OPERATING REVENUES</b>			
Power sales	\$ 30,550,711	\$ 15,294,185	\$ 45,844,896
Miscellaneous	118,486	84,300	202,786
Total operating revenues	<u>30,669,197</u>	<u>15,378,485</u>	<u>46,047,682</u>
<b>OPERATING EXPENSES</b>			
Power purchases	28,480,042	4,025,330	32,505,372
Prepaid power advances	1,686,284	-	1,686,284
General administration	216,187	9,680,731	9,896,918
Depreciation	322,671	1,737,599	2,060,270
Total operating expenses	<u>30,705,184</u>	<u>15,443,660</u>	<u>46,148,844</u>
Operating loss	<u>(35,987)</u>	<u>(65,175)</u>	<u>(101,162)</u>
<b>NONOPERATING REVENUES</b>			
Investment gain	<u>193,539</u>	<u>44,679</u>	<u>238,218</u>
CHANGE IN NET POSITION	157,552	(20,496)	137,056
NET POSITION, BEGINNING OF YEAR	<u>1,355,602</u>	<u>74,817</u>	<u>1,430,419</u>
NET POSITION, END OF YEAR	<u>\$ 1,513,154</u>	<u>\$ 54,321</u>	<u>\$ 1,567,475</u>

See accompanying notes.

**Colorado River Commission of Nevada**  
**Statement of Cash Flows – Proprietary Funds**  
**June 30, 2024**

	Business-type Activities		
	Power Marketing	Power Delivery	Total Enterprise Funds
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
Cash received from customers	\$ 30,373,274	\$ 12,388,213	\$ 42,761,487
Cash received (payments) from interfund services	180,446	(170,013)	10,433
Cash received (payments) from interfund goods and services	2,515	-	2,515
Cash received (payments) from other sources	(7,978)	84,300	76,322
Cash payments for goods and services	<u>(28,579,788)</u>	<u>(12,058,756)</u>	<u>(40,638,544)</u>
Net cash provided by (used in) operating activities	<u>1,968,469</u>	<u>243,744</u>	<u>2,212,213</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>			
Principal payments on debt	(815,000)	-	(815,000)
Interest payments on debt	<u>(970,653)</u>	<u>-</u>	<u>(970,653)</u>
Net cash provided by (used in) noncapital financing activities	<u>(1,785,653)</u>	<u>-</u>	<u>(1,785,653)</u>
<b>CASH FLOWS FROM CAPITAL FINANCING ACTIVITIES</b>			
Acquisition and construction of capital assets	<u>(12,200)</u>	<u>(15,730)</u>	<u>(27,930)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>			
Investment loss received	<u>181,321</u>	<u>35,010</u>	<u>216,331</u>
NET DECREASE IN CASH AND CASH EQUIVALENTS	351,937	263,024	614,961
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>4,822,642</u>	<u>927,464</u>	<u>5,750,106</u>
CASH AND CASH EQUIVALENTS, END OF YEAR			
Cash and cash equivalents, unrestricted	3,068,181	853,481	3,921,662
Cash and cash equivalents, restricted	<u>2,106,398</u>	<u>337,007</u>	<u>2,443,405</u>
	<u>\$ 5,174,579</u>	<u>\$ 1,190,488</u>	<u>\$ 6,365,067</u>
<b>RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY (used in) OPERATING ACTIVITIES</b>			
Operating loss	\$ (35,987)	\$ (65,175)	\$ (101,162)
Adjustments to reconcile operating loss to net cash provided by (used in) operating activities			
Depreciation	319,474	1,740,802	2,060,276
Amortization of prepaid power	1,836,928	-	1,836,928
Amortization of power transmission unearned revenue	(283,488)	(1,675,628)	(1,959,116)
Amortization of bond premiums and discounts	5,995	-	5,995
(Increase) decrease in operating assets			
Accounts receivable	(175,848)	(1,234,204)	(1,410,052)
Due from other governments	(7,978)	-	(7,978)
Due from other funds	180,446	-	180,446
Prepaid items	(189,473)	(3,861)	(193,334)
Increase (decrease) in operating liabilities			
Accounts payable	338,688	263,834	602,522
Due to other governments	7,978	-	7,978
Customer payables, collateral and other deposits	(323,991)	1,384,128	1,060,137
Due to other funds	2,515	(170,013)	(167,498)
Unearned revenue	299,119	3,861	302,980
Accrued interest	(5,909)	-	(5,909)
Total adjustments	<u>2,004,456</u>	<u>308,919</u>	<u>2,313,375</u>
Net cash provided by (used in) operating activities	<u>\$ 1,968,469</u>	<u>\$ 243,744</u>	<u>\$ 2,212,213</u>

See accompanying notes.

## **Notes to the Basic Consolidated Financial Statements**

# Colorado River Commission of Nevada

## Notes to Consolidated Financial Statements

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### Note 1 – Summary of Significant Accounting Policies

**Reporting entity** – The Colorado River Commission of Nevada (the Commission) is responsible for managing the State of Nevada’s interests in the water and power resources available from the Colorado River.

Seven commissioners have broad statutory authority to govern the Commission, which constitutes the reporting entity. The Commission, as a component unit of the State of Nevada (Nevada or the State), is also an integral part of that reporting entity. There are no other entities for which the Commission is financially accountable, thus requiring them to be reported as a component unit of the Commission.

All the Commission’s cash receipts and disbursements are processed and recorded by the State’s Controller. Budgetary and cash controls are imposed by the State Controller on the Commission’s general and special revenue funds, while other State-imposed cash control requirements apply to the Commission’s enterprise funds. The Commission maintains its own revenue, expense and general journals, and a general ledger.

### Measurement Focus, Basis of Accounting, and Financial Statement Presentation

**Basis of presentation** – The financial statements have been prepared in conformity with accounting principles generally accepted in the United States (GAAP) applicable to government units as prescribed by the Governmental Accounting Standards Board (GASB), principally GASB Statement No. 34, *Basic Financial Statements – and Management’s Discussion and Analysis – for State and Local Governments*, as amended, along with related pronouncements. The GASB is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Commission is not subject to regulation by federal or state utility regulatory bodies such as the Federal Energy Regulatory Commission or the Nevada Public Utilities Commission.

The preparation of financial statements in accordance with GAAP requires the use of estimates and assumptions that affect certain reported amounts and disclosures, some of which may require revisions in future periods. Accordingly, actual results could differ from these estimates and assumptions.

*Government-wide financial statements* – The statement of net position and the statement of activities display information on all the activities of the Commission. Eliminations have been made where appropriate to minimize the double counting of internal activities; interfund services provided and used are not eliminated in the process of preparing the government-wide financial statements. These statements distinguish between the Commission’s governmental and business-type activities. Governmental activities generally are financed through inter-governmental revenues and other exchange transactions. Business-type activities are financed primarily by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to that particular program or function. Certain indirect costs are included in the program expense reported for individual functions and activities. Program revenues consist of charges paid by the recipients of services offered by the programs. Revenues that are not classified as program revenues are presented as general revenues.

## **Colorado River Commission of Nevada**

### **Notes to Consolidated Financial Statements**

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*Fund financial statements* – The fund financial statements provide information about the Commission's funds. Separate statements for each fund category – governmental and proprietary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. Any remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues of proprietary funds include investment earnings and revenues resulting from ancillary activities.

The Commission reports the following major governmental funds:

*General fund* – The general fund is the Commission's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

*Research and development fund* – This fund is used to account for the Lower Colorado River Multi-Species Conservation Program (LCRMSCP or MSCP), a 50-year program that provides for Endangered Species Act (ESA) compliance. The program is administered by the United States Bureau of Reclamation (USBR) and the Fish and Wildlife Service. Program costs are paid by the USBR and the States of Nevada, California, and Arizona. Nevada's share of program funding is paid partially by the Southern Nevada Water Authority (paid directly to the USBR), and partially by the Commission's hydropower customers. The fund accounts for the collection and remittance of the hydropower customers' portion of the program. In addition, certain program reserves are maintained in the fund for future MSCP needs. These reserves are contractually committed to the MSCP program.

Additionally, the Commission reports the following major enterprise funds:

- Power marketing enterprise fund. This fund operates as a public utility and accounts for the activities of providing electrical power generated at a federal facility to its customers.
- Power delivery enterprise fund. This fund is used to account for the construction and operation of power transmission equipment for the Southern Nevada Water Authority (SNWA).

#### **Measurement Focus and Basis of Accounting**

Government-wide and proprietary fund financial statements: The government-wide and proprietary fund financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned, and expenses are recorded at the time liabilities are incurred, regardless of the timing of related cash flows. For the year ended June 30, 2024, there were no non-exchange transactions (those for which the Commission gives, or receives, value without directly receiving, or giving, equal value in exchange) reported in the accompanying financial statements.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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Governmental fund financial statements: Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, principally charges for services and investment income, are susceptible to accrual and, therefore, recognized when measurable and available. Revenues are considered to be available if they are collected within 60 days after year end. Expenditures generally are recorded when the related liability is incurred, except for principal and interest on general long-term debt, claims and judgments, pension liabilities, and compensated absences, which are recognized as expenditures only when payment is due. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

#### **Assets and Liabilities**

**Cash equivalents** – The Commission’s restricted and unrestricted cash is deposited with the State Treasurer (the Treasurer) in a fund similar to an external investment pool (Note 3 and Note 4). Because the amounts deposited with the Treasurer are sufficiently liquid to permit withdrawals in the form of cash at any time without prior notice or penalty, they are deemed to be cash equivalents.

State statutes authorize the Treasurer to invest the Commission’s deposits in certain obligations of the United States of America, or its agencies or instrumentalities, and of state and local governments, as well as other financial instruments specified in Section 355.170 of Nevada Revised Statutes (NRS). The Treasurer is also permitted by statute to lend its securities to broker-dealers and other entities with a simultaneous agreement to return the collateral for the same securities in the future. The Commission had no outstanding securities lending transactions as of June 30, 2024.

Deposit values reflect unrealized gains and losses on invested funds as reported by the Treasurer.

**Receivables and payables** – All outstanding balances between funds are reported as “due to/from other funds”. Since sales are made only to customers who are known to have acceptable credit and no bad debts have ever been sustained, an allowance for uncollectible accounts is not considered to be necessary.

**Prepaid power and other items** – The Commission has participated with the State in funding the improvement and renovation (uprating) of the electrical power generation plant and visitors’ center at Hoover Dam, which supplies the majority of the power sold through the power marketing fund. These costs are to be reimbursed in the form of power consumption and charged to expense over the estimated useful life of 30 years.

Certain payments to vendors reflect costs applicable to future periods and are recorded as prepaid items in both the government-wide and fund financial statements. In the governmental fund financial statements, prepaid items are recorded as expenditures when consumed rather than when purchased.

**Restricted assets** – The various resources that are limited as to use by bond covenants for debt service, operation and maintenance (O&M), and capital improvement and construction (acquisition) are classified as restricted cash and cash equivalents. Net position is restricted to the extent restricted assets exceed related liabilities and contractually with regard to certain operations and maintenance costs.

**Leases** – Leases are recognized in accordance with GASB Statement No. 87 *Leases*.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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A lessor is required to recognize a lease receivable and a deferred inflow of resources. A lease receivable is recognized at the net present value of the leased asset at a borrowing rate either explicitly described in the agreement or implicitly determined by the Commission and is reduced by principal payments received. The deferred inflow of resources is recognized in an amount equal to the sum of the lease receivable and any payments related to a future period which were received prior to the lease commencement; these deferred inflows of resources are amortized equal to the amount of the annual payments.

A lessee is required to recognize a lease payable and an intangible right-to-use lease asset. A lease payable is recognized at the net present value of future lease payments and is adjusted over time by interest and payments. Future lease payments include fixed payments, variable payments based on index or rate, reasonably certain residual guarantees. The right-to-use asset is initially recorded at the amount of the lease liability plus prepayments less any lease incentives received prior to lease commencement and is subsequently amortized over the life of the lease.

**Capital assets** – Purchased or constructed capital assets are recorded at cost or estimated historical cost. Donated capital assets are reported at acquisition value. The capitalization threshold is \$5,000.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities, if any, is included as part of the capitalized value of the assets constructed.

Depreciation and amortization are computed using the straight-line method over the following estimated useful lives:

	<u>Years</u>
Power transmission system	10-50
Office equipment	5
Automobiles and other equipment	4-6

Estimated useful lives are determined by the State and the Commission has no authority to alter the estimated useful lives prescribed by the State.

**Compensated absences** – It is the Commission's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

**Multiple-employer, cost-sharing defined benefit pension plan** – The Commission uses the same basis used in the Public Employees' Retirement System of Nevada's (PERS) Annual Comprehensive Financial Report for reporting its proportionate share of the PERS collective net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, including information related to PERS fiduciary net position. Benefit payments (including refunds of employee contributions) are recognized by PERS when due and payable in accordance with the benefit terms. PERS investments are reported at fair value.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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**Postemployment benefits other than pensions (OPEB)** – For purposes of measuring the Commission's OPEB liability, deferred outflows and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the Commission's OPEB Plan and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the Commission's OPEB Plan. For this purpose, the Commission recognizes benefit payments when due and payable in accordance with the benefit terms and investments are reported at estimated fair value.

**Deferred inflows and outflows of resources** – Deferred outflows of resources represent a consumption of net assets or fund balance that applies to future periods; and therefore, will not be recognized as an outflow of resources (expense/expenditure) until then. The government-wide statement of net position reports 1) the changes in proportion and differences between actual contributions and proportionate share of contributions related to pensions, which will be amortized over the average expected remaining service life of all employees that are provided with pension benefits, 2) the net difference between projected and actual earnings on pension plan investments, which are deferred and amortized over five years, and 3) contributions for pensions and OPEB made subsequent to the measurement date, which will be recognized in the subsequent year.

Deferred inflows of resources represent an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government-wide statement of net position reports 1) the differences between expected and actual experience and changes of assumptions, which will be amortized over the average expected remaining service life of all employees that are provided with pension benefits, 2) the net difference between projected and actual earnings on investments, which will be amortized over five years, and 3) changes in assumptions or other inputs to the total OPEB liability which are deferred and amortized over the average expected remaining service life of all employees that are provided with health benefits.

**Unearned revenue** – Unearned revenue represents advanced funding to the Commission from certain customers for the construction of electric power facilities to provide power for the customer's operations. These facilities are dedicated to the exclusive use of those customers and are the only existing method of delivery of electrical resources for their operations. Recovery of the cost of the facilities is a component of the cost of power resources provided and is being recognized over the life of the assets as the assets are consumed (depreciated).

**Long-term obligations** – In the accompanying government-wide and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Issuance costs are expensed as incurred.

**Net position** – In the government-wide and proprietary fund financial statements net position is displayed in the following three components:

*Net investments in capital assets* – This is the component of net position that reports the difference between capital assets less both the accumulated depreciation and the outstanding balance of debt, excluding unexpended proceeds, that is directly attributable to the acquisition, construction, or improvement of those assets.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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*Restricted* – The component of net position that reports the constraints placed on the use of assets by either external parties and/or enabling legislation.

*Unrestricted* – The difference between the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that is not reported in Net Investment in Capital Assets or Restricted Net Position.

**Fund balance** – In the governmental fund financial statements fund balance is reported in the following five classifications:

- Nonspendable are amounts that are not in spendable form or are legally or contractually required to be maintained intact.
- Restricted is the result of constraints placed on assets that are externally imposed by creditors or imposed by law through constitutional provisions or enabling legislation.
- Committed are amounts set aside by formal action of the Commission's members. Formal Commission action is also required to modify or rescind an established commitment.
- Assigned is the result of constraints on amounts imposed by the government's intent to be used for specific purposes but are neither restricted nor committed.
- Unassigned is used for the general fund for any residual amounts not classified in the foregoing four classifications.

**Prioritization and use of available resources** – When both restricted resources and other resources (i.e., committed, assigned, and unassigned) can be used for the same purposes, it is the Commission's policy to use restricted resources first. Furthermore, when committed, assigned and unassigned resources can be used for the same purpose, it is the Commission's policy to use committed resources first, assigned second, and unassigned last.

**Interfund activity** – During the course of operations, transactions occur between individual funds for goods provided or services rendered. The resulting payables and receivables, which are outstanding at year end, are referred to as due to or from other funds in the fund financial statements. Transactions that constitute reimbursements to a fund for expenditures or expenses initially made from it that are properly applicable to another fund, are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the fund that is reimbursed. Any residual balances between the governmental activities and business-type activities are reported in the government-wide financial statements as internal balances.

**Use of estimates** – Timely preparation of financial statements in conformity with GAAP requires management to make estimates that affect reported amounts and related disclosures. Actual results could differ significantly from those estimates.

Significant estimates that may change materially in the next year include the 1) net pension liability, 2) obligation for postemployment benefits other than pensions, and 3) deferred inflows and outflows of resources. The useful lives of capital assets are also a significant estimate that may require revision in future periods.

# Colorado River Commission of Nevada

## Notes to Consolidated Financial Statements

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### **Note 2 –Stewardship, Compliance, and Accountability**

**Budgetary information** – Biennial budgets are adopted on a basis consistent with the accounting policies applied for financial reporting purposes by the Commission under GAAP except that encumbrances for goods and services not received by fiscal year end are considered expenditures of the current period solely for budgetary purposes. There were no encumbrances outstanding at the beginning or end of the year. Although budgets are adopted on a biennial basis, each year is treated separately, and unexpended budget authorizations lapse at each year end.

Prior to September 1 of each even-numbered year, the State’s Director of Administration submits proposed operating budgets to the Nevada Budget Division covering the biennium beginning the following July 1. After review of the budgets by the Nevada Budget Division between September 1 and November 15, hearings involving the Commission, the Director of Administration, and the Governor are held between November 15 and December 22, of each budget year. The biennium budgets are transmitted to the State Legislature no later than the 10th day of the legislative session held in odd-numbered years and, for adjourning, the Legislature enacts the budgets.

Net expenditures of the general fund (gross expenditures less amounts allocated to other funds) are controlled by budget categories (personnel services, travel in-state, travel out-of-state, operating expenses, and capital outlay for the general fund; and general and administrative and intergovernmental for the special revenue fund).

Management of the Commission cannot amend any budget categories. However, the Director of Administration is authorized to approve requests for changes in the budget involving transfers between expenditure categories not exceeding 10% of originally budgeted expenditures, or \$30,000 in the aggregate, of the respective budget categories. Any changes exceeding 10% or \$30,000 require approval of the State Legislature’s Interim Finance Committee.

### **Recently Issued Accounting Pronouncements**

In April 2022, the GASB issued Statement No. 99, Omnibus 2022. The objective of the Statement is to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements and accounting and financial reporting for financial guarantees. Accordingly, the Commission has adopted the pronouncement and determined that it does not have a material effect on financial position or changes.

In June 2022, the GASB issued Statement No. 100, Accounting Changes and Error Corrections, which is effective for fiscal years beginning after June 15, 2023. The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. Accordingly, the Commission has adopted the pronouncement and determined that it does not have a material effect on financial position or changes.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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In June 2022, GASB issued Statement No. 101, “Compensated Absences” in which the primary objective is to update the recognition and measurement guidance for compensated absences. This is achieved by a unified model and amends certain previously required disclosures. The requirements of this statement are effective for reporting periods after December 15, 2023, which requires the Commission to implement the Statement in FY 2025.

In December 2023, GASB issued Statement No. 102, “Certain Risk Disclosures.” The objective of this Statement is to provide users of government financial statements with essential information about risks related to a government’s vulnerabilities due to certain concentrations or constraints. This Statement establishes financial reporting requirements for risks related to vulnerability due to certain concentrations or constraints. A government may be vulnerable to risks from certain concentrations or constraints that limit its ability to acquire resources or control spending. The requirements of this statement are effective for reporting periods beginning after June 15, 2024, which requires the Commission to implement the Statement in FY 2025.

In April 2024, GASB issued Statement No. 103, “Financial Reporting Model Improvements”. The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government’s accountability. The requirements of this statement are effective for reporting periods beginning after June 15, 2025, which requires the Commission to implement the Statement in FY 2026.

In September 2024, GASB issued Statement No. 104, “Disclosure of Certain Capital Assets.” This Statement requires certain types of capital assets to be disclosed separately by major class in the capital assets note disclosures. It also requires additional disclosures for capital assets held for sale. The requirements of this statement are effective for reporting periods beginning after June 15, 2025, which requires the Commission to implement the Statement in FY 2026.

#### **Note 3 – Detailed Notes on all Funds**

**Cash deposits** – At June 30, 2024, the Commission’s carrying amount of restricted and unrestricted cash and cash equivalents was \$22,470,381. These deposits with the Treasurer are not categorized as to credit risk but are fully insured by the FDIC or collateralized by the State’s financial institutions. Securities used as such collateral must total 102% of the deposits with each financial institution.

**Restricted cash and cash equivalents** – Cash and cash equivalents restricted at June 30, 2024, by bond covenants or contractual agreements are summarized as follows:

Restricted for	
Debt service	\$ 1,151,915
Reserve for revenue insufficiency	275,212
Cash held by contractual agreement	<u>1,016,278</u>
Total restricted cash and cash equivalents	<u><u>\$ 2,443,405</u></u>

**Colorado River Commission of Nevada**  
**Notes to Consolidated Financial Statements**

**Capital assets** – For the year ended June 30, 2024, capital asset activity was as follows:

	Balance June 30, 2023	Increases	Decreases	Balance June 30, 2024
<b>Governmental activities</b>				
Capital assets being depreciated or amortized				
Office furniture and fixtures	\$ 24,854	\$ -	\$ -	\$ 24,854
Automobiles and other equipment	118,541	-	(33,581)	84,960
<b>Total capital assets being depreciated or amortized</b>	<b>143,395</b>	<b>-</b>	<b>(33,581)</b>	<b>109,814</b>
Accumulated depreciation and amortization				
Office furniture and fixtures	(24,854)	-	-	(24,854)
Automobiles and other equipment	(101,866)	(11,389)	33,581	(79,674)
<b>Total accumulated depreciation and amortization</b>	<b>(126,720)</b>	<b>(11,389)</b>	<b>33,581</b>	<b>(104,528)</b>
<b>Total governmental activities</b>	<b>\$ 16,675</b>	<b>\$ (11,389)</b>	<b>\$ -</b>	<b>\$ 5,286</b>
<b>Business- type activities</b>				
Capital assets being depreciated or amortized				
Power transmission system	\$ 88,301,892	\$ 12,200	\$ -	\$ 88,314,092
Automobiles and other equipment	556,216	15,730	-	571,946
<b>Total capital assets being depreciated or amortized</b>	<b>88,858,108</b>	<b>27,930</b>	<b>-</b>	<b>88,886,038</b>
Accumulated depreciation and amortization				
Power transmission system	(48,757,243)	(1,443,142)	-	\$ (50,200,385)
Automobiles and other equipment	(1,009,509)	(617,127)	-	(1,626,636)
<b>Total accumulated depreciation and amortization</b>	<b>(49,766,752)</b>	<b>(2,060,269)</b>	<b>-</b>	<b>(51,827,021)</b>
<b>Total business-type activities</b>	<b>\$ 39,091,356</b>	<b>\$ (2,032,339)</b>	<b>\$ -</b>	<b>\$ 37,059,017</b>

For the year ended June 30, 2024, charges, by function, for depreciation expense were as follows:

<b>Governmental activities</b>	
General government	<u>\$ (11,389)</u>
<b>Business-type activities</b>	
Power marketing	\$ (322,670)
Power delivery	<u>(1,737,599)</u>
<b>Total depreciation expense, business-type activities</b>	<u>\$ (2,060,269)</u>

**Due to and from other funds** – At June 30, 2024, amounts due to and from other funds resulting from the time lag between the dates that reimbursable transactions occur and payments between funds are made, were as follows:

	Receivable	Payable
General Fund	\$ 191,423	\$ -
Power Marketing Enterprise Fund	17,688	17,688
Power Delivery Enterprise Fund	-	191,423
	<u>\$ 209,111</u>	<u>\$ 209,111</u>

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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**Unearned revenue** – The Commission has recognized two primary liabilities for unearned revenue, one each in the two enterprise funds. One liability is recorded in Power Delivery Project Fund (PDP) and is related to the electric power transformation and transmission facilities serving the SNWA water treatment and distribution facilities at Lake Mead and in Henderson, Nevada. The other liability is recorded in the Power Marketing Fund and is related to the Basic Step-down Yard facilities serving the Commission’s retail hydropower customers at the industrial complex also in Henderson at a different location. These liabilities represent customer advance funding for Commission owned and operated facilities to provide power for their operations.

The PDP facilities were constructed through the issuance of State of Nevada General Obligation Bonds in September of 1997, September of 1999, and in April of 2005. The facilities constructed are dedicated to the SNWA water related assets and are being used to deliver electric power to the water operations. The cost of the facilities in the form of the bond payment obligation was a component of the charges for power as the Commission delivered electricity to the SNWA. In 2011, and again in 2015, the SNWA prepaid the debt obligation and ultimately extinguished the Commission’s Bond liability. This extinguishment constituted a prepayment for a portion of the future cost of the electric resources related to facility use as power will be delivered in the future. The Commission recorded the prepayment and recognized the revenue from the prepayment in concert with the depreciation of the physical assets to match the revenue to the related depreciation costs as the facilities are used.

The Basic Step-Down yard facilities were constructed beginning in 1999 through 2002 and were funded through assessments on the retail customers as the facilities were built. Due to the number of customers involved there was no need to issue debt to fund the construction and the project was completed through customer advance funding. The facilities and a liability in the form of unearned revenues were recorded and the depreciation and revenue have been recognized over the life of the assets from the beginning.

At June 30, 2024, \$36,369,984 of the total unearned revenue balance relates to construction and facilities and is being amortized over various useful lives as determined during construction for Phase I, Phase II, and River Mountains, and over an average life of the 39.5 years for the Basic Step-down Yard. The remaining balance in unearned revenue primarily relates to amounts received for services not yet rendered as of June 30, 2024.

Unearned revenue at June 30, 2024, will be recognized as follows:

For the Year Ended June 30,	
2025	\$ 1,944,655
2026	1,944,655
2027	1,944,655
2028	1,944,655
2029	1,944,655
2030-2034	9,688,355
2035-2039	9,090,521
2040-2044	4,924,173
2045-2049	2,580,693
2050-2053	<u>362,967</u>
	<u>\$ 36,369,984</u>

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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During the year ended June 30, 2024, the Commission recognized total revenue of \$1,944,655 related to the amortization of construction and facilities unearned revenue.

#### Long-Term Liabilities

*General Obligation Bonds* – Section 3 of Article 9 of the Nevada State Constitution limits public debt to 2% of the State’s assessed valuation. The legislature may authorize debt that is not subject to the foregoing limitation to protect and preserve, or obtain the benefits of, any of its property or natural resources. The bonded debt incurred to fund the State’s share of the cost of uprating electrical generating facilities at Hoover Dam does not affect the legal debt margin, because it was incurred to obtain the benefits of the facility.

On March 12, 2014, because of delays in determining a final allocation of shared costs, interim bonds of \$28,425,000 were issued to fund the Commission’s expected share of the cost of construction of the visitor’s center at Hoover Dam, with expenditures charged to prepaid power. In June 2014, the Commission sold the \$29,475,000 Series 2014E General Obligation Refunding bonds, proceeds from which were used to pay off the interim bonds. These bonds mature annually on October 1, 2015, through 2043, with interest payable semi-annually on October 1 and April 1 at annual rates of 0.25% to 4.25%.

Outstanding long-term debt obligations at June 30, 2024, were as follows:

	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Original Amount</u>	<u>Balance June 30, 2024</u>
Business-type activities				
General Obligation Bonds				
General obligation refunding series				
2014E	2015 - 2043	0.25 to 4.25%	\$ 29,475,000	\$ 23,600,000

Annual debt service requirements at June 30, 2024, were as follows:

<u>For the Year Ended June 30,</u>	<u>General Obligation Bonds</u>	
	<u>Principal</u>	<u>Interest</u>
2025	\$ 835,000	\$ 945,058
2026	865,000	916,575
2027	900,000	886,120
2028	925,000	853,720
2029	965,000	819,218
2030-2034	5,395,000	3,491,104
2035-2039	6,465,000	2,237,731
2040-2044	7,250,000	795,813
	<u>\$ 23,600,000</u>	<u>\$ 10,945,338</u>

## Colorado River Commission of Nevada Notes to Consolidated Financial Statements

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Changes in long-term liabilities for the year ended June 30, 2024, was as follows:

	Balance 6/30/2023	Net Change	Balance 6/30/2024	Due Within One Year
Governmental activities				
Compensated absences	\$ 556,914	\$ (122,211)	\$ 434,703	229,727
Net pension liability	7,189,046	154,751	7,343,797	-
Postemployment benefits other than pensions	2,402,029	(245,355)	2,156,674	-
Total governmental activities	<u>10,147,989</u>	<u>(212,815)</u>	<u>9,935,174</u>	<u>229,727</u>
Business- type activities				
General obligation Bonds				
General obligation refunding series 2014E	24,415,000	(815,000)	23,600,000	835,000
Total general obligation bonds	<u>24,415,000</u>	<u>(815,000)</u>	<u>23,600,000</u>	<u>835,000</u>
Unamortized bond discounts	(119,896)	5,995	(113,901)	-
Total business- type activities	<u>24,295,104</u>	<u>(809,005)</u>	<u>23,486,099</u>	<u>835,000</u>
Total long- term liabilities	<u>\$ 34,443,093</u>	<u>\$ (1,021,820)</u>	<u>\$ 33,421,273</u>	<u>\$ 1,064,727</u>

The net pension liability, compensated absences and net other postemployment benefits obligation are paid by the general fund.

**Arbitrage rebate requirement** – The Federal Tax Reform Act of 1986 imposes a rebate requirement with respect to certain long-term debt obligations. Under this Act, an arbitrage amount may be required to be rebated to the United States Treasury for interest on bonds to qualify for exclusion from gross income for federal income tax purposes. Rebatable arbitrage is computed as of each installment computation date. As of the most recent date, management believes that there is no rebatable arbitrage amount due. Future calculations might result in adjustments to this determination.

**Debt covenants** – Following is a summary of the covenants included in the bond resolutions of the enterprise funds: The Commission is required to charge purchasers of services and all users of the State facilities sufficient amounts to cover all operation and maintenance expenses (except depreciation), all debt service requirements, and any amounts required to be deposited in reserve accounts.

**Monthly transfers for debt service** – A debt service account is required to ensure payment of interest and principal when due. Transfers are made each month from revenues to provide 1/6 of the next semiannual interest payment and 1/12 of the annual bond principal payment.

**Classes of users** – The power marketing fund serves two classes of users, retail utility customers and industrial customers. The power delivery fund serves the SNWA and its customers.

**Other** – Other requirements of the bond covenants include maintaining bond funds in separate depository accounts with the State Treasurer and an audit of the Commission's financial statements by an independent certified public accountant.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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During the fiscal year ended June 30, 2024, the Commission complied with all requirements of the bond covenants.

#### **Note 4 – Other Information**

##### **Commitments and Contingencies**

*Risk management* – The Commission is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Commission participates in the State risk pool and is liable for payment of nominal deductible amounts. The State then becomes responsible for all losses in excess of the nominal insurance deductible.

*Litigation* – The Commission may from time to time be a party to various litigation matters. It is management's opinion, based upon advice from legal counsel, that the risk of financial losses to the Commission from such litigation, if any, will not have a material adverse effect on the Commission's future financial position, results of operations, or cash flows. Accordingly, no provision has been made for any such losses.

**Multiple-employer, Cost-sharing Defined Benefit Pension Plan** – The Commission's employees are covered by the Public Employees' Retirement System of Nevada (PERS), which was established by the Nevada Legislature in 1947, effective July 1, 1948, and is governed by the Public Employees Retirement Board (the PERS Board) whose seven members are appointed by the governor. The Commission does not exercise any control over PERS.

PERS is a cost-sharing, multiple-employer, defined benefit public employees' retirement system which includes both regular and police/fire members. PERS is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

Benefits, as required by NRS, are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the system on or after January 1, 2010, and July 1, 2015. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits.

Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the system on or after January 1, 2010, there is a 2.5% multiplier, and for regular members entering the System on or after July 1, 2015, there is a 2.25% factor. PERS offers several alternatives to the unmodified service retirement allowance which, in general, allow the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death.

## **Colorado River Commission of Nevada**

### **Notes to Consolidated Financial Statements**

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Post-retirement increases are provided by authority of NRS 286.575 - .579, which for members entering the system before January 1, 2010, is equal to the lesser of:

2% per year following the third anniversary of the commencement of benefits, 3% per year following the sixth anniversary, 3.5% per year following the ninth anniversary, 4% per year following the twelfth anniversary and 5% per year following the fourteenth anniversary, or

The average percentage increase in the Consumer Price Index (or the PERS Board approved index) for the three preceding years.

In any event, a member's benefit must be increased by the percentages in paragraph 1, above, if the benefit of a member has not been increased at a rate greater than or equal to the average of the Consumer Price Index (All Items) (or other PERS Board approved index) for the period between retirement and the date of increase.

For members entering the system on or after January 1, 2010, the post-retirement increases are the same as above, except that the increases do not exceed 4% per year.

Regular members are eligible for retirement at age 65 with five years of service, at age 60 with ten years of service, or at any age with 30 years of service. Regular members entering the System on or after January 1, 2010, are eligible for retirement at age 65 with five years of service, or age 62 with ten years of service, or at any age with 30 years of service. Regular members entering the System on or after July 1, 2015, are eligible for retirement at age 65 with five years of service, or at age 62 with ten years of service, or at age 55 with 30 years of service, or at any age with 33-1/3 years of service.

The normal ceiling limitation on the monthly benefit allowances is 75% of average compensation. However, a member who has an effective date of membership before July 1, 1985, is entitled to a benefit of up to 90% of average compensation. Both regular and police/fire members become fully vested as to benefits upon completion of five years of service.

The authority of establishing and amending the obligation to make contributions and member contribution rates rests with NRS. New hires, in agencies which did not elect the employer-pay contribution (EPC) plan prior to July 1, 1983, have the option of selecting one of two alternative contribution plans. Contributions are shared equally by employer and employee in which employees can take a reduced salary and have contributions made by the employer or can make contributions by a payroll deduction matched by the employer.

The PERS basic funding policy provides for periodic contributions at a level pattern of cost as of percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due.

PERS receives an actuarial valuation on an annual basis for determining the prospective funding contribution rates required to fund the system on an actuarial reserve basis. Contributions actually made are in accordance with the required rates established by NRS. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450. The actuarial funding method used is the entry age normal cost method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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For the year ended June 30, 2024, the required contribution rates for regular members were 17.50% and 33.50% for employer/employee matching and EPC, respectively. Contributions to the pension plan from the Commission were \$556,728 for the year ended June 30, 2024.

PERS collective net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. For this purpose, certain actuarial valuation assumptions are stipulated by GASB and may vary from those used to determine the prospective funding contribution rates.

The total PERS pension liability was determined using the following actuarial assumptions (based on the results of an experience study for the period July 1, 2012, to June 30, 2016, dated October 16, 2017), applied to all periods included in the measurement:

Actuarial valuation date	June 30, 2023
Inflation rate	2.50%
Investment rate of return	7.25%
Discount rate	7.25%
Productivity pay increase	0.50%
Actuarial cost method	Entry age normal and level percent of payroll
Projected salary increases	Regular: 4.20% to 9.10%, depending on service Police/Fire: 4.60% to 14.50%, depending on service rates include inflation and productivity increases.

As of June 30, 2023, mortality rates and projected life expectancies were based on the following:

The actuarial assumptions used in the June 30, 2023, valuation were based on the results of the experience study covering the period from July 1, 2016, to June 30, 2020.

The discount rate used to measure the total pension liability was 7.25% as of June 30, 2023. The projection of cash flows used to determine the discount rate assumed plan contributions will be made in amounts consistent with statutory provisions and recognizing the plan's current funding policy and cost-sharing mechanism between employers and members. For this purpose, all contributions that are intended to fund benefits for all plan members and their beneficiaries are included, except that projected contributions that are intended to fund the service costs for future plan members and their beneficiaries are not included.

Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2023.

## Colorado River Commission of Nevada Notes to Consolidated Financial Statements

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PERS's policies which determine the investment portfolio target asset allocation are established by the PERS Board. The asset allocation is reviewed annually and is designed to meet the future risk and return needs of PERS. The following target asset allocation policy was adopted as of June 30, 2023:

ASSET CLASS	Target Allocation	Long- term Geometric Expected Real Rate of Return*
Domestic equity	42%	6.65%
International equity	18%	7.18%
Domestic fixed income	28%	91.00%
Private markets	6%	5.25%
Real Estate	6%	12.40%

\*These geometric return rates are combined to produce the long- term expected rate of return by adding the long- term expected inflation rate of 2.75%.

The discount rate used to measure the total pension liability was 7.25% as of June 30, 2023, and June 30, 2022. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified by NRS. Based on the assumption, PERS's fiduciary net position at June 30, 2023, was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments (7.25%) was applied to all periods of projected benefit payments to determine the total pension liability as of June 30, 2023.

The Commission's proportionate share of the net pension liability at year end, calculated using the discount rate of 7.25%, as well as what the Commission's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.25%) or 1% higher (8.25%) than the current discount rate was as follows:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
Net pension liability	\$ 11,428,026	\$ 7,343,797	\$ 3,973,109

Detailed information about PERS fiduciary net position is available in the PERS Annual Comprehensive Financial Report, available on the PERS website, [www.nvpers.org](http://www.nvpers.org) under publications.

The Commission's proportionate share (amount) of the collective net pension liability was \$7,343,797 which represents 0.04023% of the collective net pension liability, which is a increase from the previous year's proportionate share of 0.03978%. Contributions for employer pay dates within the fiscal year ended June 30, 2023, were used as the basis for determining each employer's proportionate share. Each employer's proportion of the net pension liability is based on their employer contributions relative to the total employer contributions for all employers for the period ended June 30, 2023.

**Colorado River Commission of Nevada**  
**Notes to Consolidated Financial Statements**

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For the year ended June 30, 2024, the Commission's pension expense was \$1,160,381 and its reported deferred outflows and inflows of resources related to pensions were as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 957,219	\$ -
Changes of assumptions	688,253	-
Net difference between projected and actual earnings on investments	-	68,738
Changes in proportion and differences between actual contributions and proportionate share of contributions	33,211	474,384
Contributions made subsequent to the measurement date and implicit subsidy paid	556,728	-
	\$ 2,235,411	\$ 543,122

At June 30, 2023, the average expected remaining service life was 5.63 years.

Deferred outflows of resources related to pensions resulting from contributions subsequent to the actuarial measurement date totaling \$556,728 will be recognized as a reduction of the net pension liability in the year beginning July 1, 2024.

Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year Ending June 30,

2025	\$ 156,200
2026	120,034
2027	839,758
2028	14,466
2029	5,103
	\$ 1,135,561

**Postemployment Benefits Other Than Pensions (OPEB)**

*Plan description* – The employees of the Commission participate in a cost-sharing, multiple-employer, defined benefit postemployment plan administered by the Board of the Public Employees' Benefits Program of the State of Nevada (PEBP). NRS 287.023 provides officers and employees eligible to be covered by any group insurance, plan of benefits, or medical and hospital service established pursuant to NRS 287 the option upon retirement to cancel or continue any such coverage. The cost to administer the program is financed through the contributions and investment earnings of the plan. The PEBP Board is granted the authority to establish and amend the benefit terms of the program. (NRS 287.043).

PEBP issues a publicly available financial report that includes financial statements and required supplemental information. This report may be obtained by writing:

Public Employee Benefit Plan  
901 South Stewart Street, Suite 1001  
Carson City, NV 89701

## Colorado River Commission of Nevada Notes to Consolidated Financial Statements

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Benefits provided – Employees of the Commission, who meet the eligibility requirements for retirement and, at the time of retirement, are participants in the program, have the option upon retirement to continue group insurance pursuant to NAC 287.530. NRS 287.0436 establishes a subsidy to pay an amount toward the cost of the premium or contribution for persons retired from the Commission. Retirees assume any portion of the premium not covered by the State. The current subsidy rates can be found at [pebp.state.nv.us](http://pebp.state.nv.us). Benefits include health, prescription drug, dental, and life insurance coverage. As required by statute, benefits are determined by the number of years of service at the time of retirement and the individual's initial date of hire. Employees hired after December 31, 2011, are not eligible to receive subsidies to reduce premiums. The following individuals and their dependents are eligible to receive subsidies.

Any PEBP covered retiree with the Commission whose last employer was the state and who:

- Was initially hired prior to January 1, 2010, and has at least five years of public service: or
- Was initially hired on or after January 1, 2010, but before January 1, 2012, and has at least fifteen years of public service: or
- Was initially hired on or after January 1, 2010, but before January 1, 2012, and has at least five years of public service and has a disability: or
- Any PEBP covered retiree whose last employer was not the state and who has been continuously covered under PEBP as a retiree since November 30, 2008.

Contributions – The State allocates funds for payment of current and future post-employment benefits other than pensions as a percentage of budgeted payrolls to all State agencies. The required contribution rate for employers, as a percentage of covered payroll, for the fiscal year ended June 30, 2024, was 3.04%. For the year ended June 30, 2024, these payments totaled \$100,423 for the Commission.

OPEB liabilities, OPEB expense, deferred outflows of resources and deferred inflows of resources related to OPEB the Commission's net OPEB liability was measured as of June 30, 2023. The total OPEB liability used to calculate the net OPEB liability was determined by actuarial valuation as of June 30, 2023. The Commission's proportion of the net OPEB liability was based on the Commission's share of contributions to PEBP relative to the total contributions of all participating employers. At June 30, 2024, the Commission's proportion was 0.14792%.

For the year ended June 30, 2024, the Commission's OPEB expense was \$63,672 and its reported deferred outflows and inflows of resources were as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of assumptions	\$ 55,986	\$ 135,332
Net difference between projected and actual earnings on investments	-	42,933
Contributions made subsequent to the measurement date and implicit subsidy paid	100,423	-
	\$ 156,409	\$ 178,265

**Colorado River Commission of Nevada**  
**Notes to Consolidated Financial Statements**

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Deferred outflows of resources related to pensions resulting from contributions subsequent to the actuarial measurement date totaling \$100,423 will be recognized as a reduction of the net OPEB obligation in the year beginning July 1, 2024. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

For the Year Ending June 30,

2025	\$ (51,082)
2026	(59,291)
2027	(5,285)
2028	(5,216)
2029	(1,405)
	\$ (122,279)

*Actuarial methods and assumptions* – The total OPEB liability in the actuarial valuation was determined using the following actuarial assumptions and other inputs applied to all periods included in the measurement, unless otherwise specified:

Actuarial valuation date	June 30, 2023
Inflation rate	2.50%
Investment rate of return	2.50%
Projected salary increases	2.75% average promotional and merit salary

At June 30, 2024, mortality rates and projected life expectancies were based on the following:

- Mortality rates for healthy individuals were based on the Pub-2010 Public Retirement Plans Mortality Table weighted by Headcount, projected by MP-2020. Co For Disabled individuals the Pub-2010 Public Retirement Plans Safety Disabled Mortality Table weighted by Headcount, projected by MP-2020 was used.

The actuarial assumptions used in the June 30, 2023, valuation were based upon certain demographic and other actuarial assumptions as recommended by the actuary, in conjunction with the State and guidance from the GASB statement.

*Discount rate* – The discount rate basis under GASB 75 is required to be consistent with a 20-Year Municipal Bond Index. The Bond Buyer General Obligation 20-Bond Municipal Bond Index is used for the determination of the discount rate. The assets in the trust as of June 30, 2023, are less than the expected benefit payments in the first year; therefore, the crossover period is assumed to be in the first year, which provides additional support for continuing the discount rate at the 20-Year Municipal Bond Index rate. The discount rate used to measure the total OPEB liability was 3.65%.

## Colorado River Commission of Nevada

### Notes to Consolidated Financial Statements

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Sensitivity of the OPEB liabilities to changes in the discount rate – The following presents the net OPEB liabilities of the plans, as well as what each plan’s net OPEB liability would be if it were calculated using a discount rate that is 1- percentage-point lower (2.65%) or 1-percentage-point higher (4.65%) than the current discount rate:

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
Net other postemployment benefits obligation	\$ 2,365,546	\$ 2,156,674	\$ 1,975,509

Sensitivity of the OPEB liabilities to changes in the healthcare cost trend rates – The following presents the net OPEB liabilities of the plans, as well as what each plan’s net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage point higher than the current healthcare cost trend rates:

	1% Decrease in Healthcare Cost Rate	Healthcare Cost Rate	1% Increase in Healthcare Cost Rate
Net other postemployment benefits obligation	\$ 2,045,141	\$ 2,156,674	\$ 2,284,659

OPEB plan fiduciary net position – Detailed information about the OPEB plans’ fiduciary net position is available in the separately issued audited annual financial statements of the State of Nevada State Retirees’ Health and Welfare Benefits Fund, Public Employees’ Benefits Program financial report.

**Joint Venture** – The Commission is a member of the Silver State Energy Association (SSEA). SSEA was established as a joint venture through an interlocal agreement among the member agencies (Members), which, in addition to the Commission, include the City of Boulder City, Lincoln Power District No. 1, Overton Power District No. 5 and the SNWA.

SSEA is an association of public agencies with the common goal of jointly planning, developing, owning, and operating power resources to meet their own needs and those of their customers. The economies of scale produced by the SSEA offer improved project development opportunities and power purchasing capabilities, the sharing of resources and expertise, and the opportunity for jointly managed energy needs.

As appropriate projects are selected for development, the Members involved in each project enter into a project service agreement (PSA) indicating each participating Member’s allocation of project costs. Due to statutory limitations on the Commission’s customer base, the Commission does not expect to participate financially in any of the projects of the SSEA. Accordingly, the Commission’s involvement is limited to providing state-level nonfinancial participation in joint venture activities.

The business and other affairs of the SSEA are conducted by a Board of Directors consisting of one director appointed by each Member. The appointed director may, but need not be, a member of the governing body of the Member.

## Colorado River Commission of Nevada Notes to Consolidated Financial Statements

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Financial information regarding SSEA can be obtained by writing:

Manager of Energy Accounting  
Silver State Energy Association  
P.O. Box 99956, MS 115  
Las Vegas, Nevada 89193-9956

**Related party** – The Commission is governed by seven commissioners, three of whom are appointed by the Southern Nevada Water Authority (SNWA) and four, including the Board Chair, are appointed by the Nevada Governor. The Commission and SNWA do not share staff members or members of management. The SNWA, a local governmental organization, is also one of the Commission’s principal revenue payers. For the year ended June 30, 2024, the Commission received revenues from the SNWA for power and water resources of \$19,148,894, but made no payments to the SNWA for any purpose. In addition, the Commission works with other public entities, states, and governmental entities in fulfilling its statutory responsibilities; however, no other entity has representatives on the Commission’s Board.

The SNWA publishes an Annual Comprehensive Financial Report which can be seen on their website at [SNWA.com](http://SNWA.com).

**Subsequent events** – In August of 2024, the United States Bureau of Reclamation (Bureau) announced a Level 1 water reduction on the Colorado River under current operating guidelines for 2025. The declaration limits the amount of water southern Nevada will be allowed to withdraw from Lake Mead in calendar year 2025. To ensure water supplies remain available, the Southern Nevada Water Authority and its member agencies have implemented several initiatives including water conservation programs, investments made for additional water resources and banking of unused resources.

## **Required Supplementary Information**

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**Colorado River Commission of Nevada**  
**Multiple-Employer, Cost-Sharing Defined Benefit Pension Plan**  
**Proportionate Share of the Collective Net Pension Liability Information**  
**For the Year Ended June 30, 2024 and Last Ten Fiscal Years\***

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Measurement Date June 30,	Proportion of the Collective Net Pension Liability	Proportion of the Collective Net Pension Liability	Covered Payroll	Proportion of the Collective Net Pension Liability as a Percentage of Covered Payroll	PERS Fiduciary Net Position as a Percentage of Total Pension Liability
2014	0.04795%	\$ 6,305,091	\$ 2,348,229	268.50%	76.31%
2015	0.04795%	4,997,140	2,531,235	197.42%	75.13%
2016	0.04902%	6,596,117	2,575,317	256.13%	72.23%
2017	0.04412%	5,867,314	2,701,732	217.17%	74.40%
2018	0.04395%	5,993,734	2,856,435	209.83%	75.21%
2019	0.04390%	5,986,027	2,970,488	201.52%	76.46%
2020	0.04416%	6,151,790	3,091,661	213.56%	77.04%
2021	0.04206%	3,836,024	2,717,013	141.19%	86.51%
2022	0.03982%	7,189,046	2,538,222	283.23%	75.12%
2023	0.04023%	7,343,797	2,674,168	274.62%	76.16%

\*Information for the multiple-employer, cost-sharing defined benefit pension plan is not available for years prior to the year ended June 30, 2015. As information becomes available, this schedule will ultimately present information for the ten most recent measurement years.

**Colorado River Commission of Nevada  
Multiple-Employer, Cost-Sharing Defined Benefit Pension Plan  
Statutorily Required Contribution Information  
For the Year Ended June 30, 2024 and Last Ten Fiscal Years\***

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For the Year Ended June 30,	Statutorily Required Contribution	Contributions in Relation to the Statutorily Required Contribution	Contribution Excess (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2015	\$ 507,091	\$ 507,091	\$ -	\$ 2,531,235	20.03%
2016	523,411	523,411	-	2,575,317	20.32%
2017	395,979	395,979	-	2,701,732	14.66%
2018	406,477	406,477	-	2,856,435	14.23%
2019	423,042	423,042	-	2,970,488	14.24%
2020	460,007	465,000	4,993	3,091,661	15.04%
2021	439,283	440,847	1,564	2,880,547	15.30%
2022	421,137	440,277	19,140	2,717,013	16.20%
2023	486,627	467,555	(19,072)	3,139,532	14.89%
2024	578,727	556,728	(21,999)	3,307,009	16.83%

\*Information for the multiple-employer, cost-sharing defined benefit pension plan is not available for years prior to the year ended June 30, 2014. As information becomes available, this schedule will ultimately present information for the ten most recent measurement years.

**Colorado River Commission of Nevada**  
**Postemployment Benefits Other Than Pensions (OPEB)**  
**Proportionate Share of the Collective Net OPEB Obligation Information**  
**For the Year Ended June 30, 2024 and Last Ten Fiscal Years**

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For the Measurement Year Ended June 30,	Proportion of the Collective Net OPEB Obligation	Proportion of the Collective Net OPEB Obligation	Covered Payroll	Proportion of the Collective Net OPEB Obligation as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of Net OPEB Obligation
2018	0.17%	\$ 2,218,398	\$ 2,891,310	70.04%	0.12%
2019	0.16%	2,267,166	3,167,417	73.10%	0.02%
2020	0.16%	2,376,085	3,105,221	82.49%	0.38%
2021	0.16%	2,464,632	2,880,547	85.56%	-0.64%
2022	0.16%	2,402,029	3,793,523	63.32%	-1.41%
2023	0.13%	2,156,674	3,508,799	61.46%	-2.14%

**Colorado River Commission of Nevada**  
**Postemployment Benefits Other Than Pensions (OPEB)**  
**Contractually Required Contribution Information**  
**For the Year Ended June 30, 2024 and Last Ten Fiscal Years\***

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	Contractually Required Contribution	Contributions in Relation to the Contractually Required Contribution	Contribution Excess (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2018	\$ 68,235	\$ 66,117	\$ (2,118)	\$ 2,749,712	2.40%
2019	52,354	69,279	16,925	3,167,417	2.19%
2020	72,662	72,662	-	3,105,221	2.34%
2021	69,340	69,340	-	2,880,547	2.41%
2022	63,219	63,219	-	2,726,372	2.32%
2023	68,708	68,708	-	3,139,532	2.19%
2024	100,423	100,423	-	3,307,009	3.04%

\*Information for Postemployment Benefits Other Than Pension is not available for years prior to the year ended June 30, 2018. As additional information becomes available, this schedule will ultimately present information for the ten most recent measurement years.

## **Colorado River Commission of Nevada Notes to Required Supplementary Information**

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### **Note 1 – Multiple-employer, Cost-sharing Defined Benefit Pension Plan**

For the year ended June 30, 2024, there were no changes in the pension benefit plan terms to the actuarial methods and assumptions used in the actuarial valuation report dated June 30, 2021.

The actuarial valuation report dated June 30, 2014, was the first valuation for the multiple-employer cost-sharing defined benefit pension plan. As additional actuarial valuations are obtained these schedules will ultimately present information from the ten most recent valuations.

Additional information related to multiple-employer, cost-sharing defined benefit pension plan can be found in Note 1 and Note 4 to the basic financial statements.

### **Note 2 – Postemployment Benefits Other Than Pensions**

For the year ended June 30, 2024, no significant events occurred that affected the benefit provision, size, or composition of those covered by the postemployment benefit plans.

Actuarial information for postemployment benefits other than pensions is not available for measurement years prior to the year ended June 30, 2018. As information becomes available this schedule will ultimately present information for the ten most recent fiscal years.

Additional information related to postemployment benefits other than pensions can be found in Note 1 and Note 4 to the basic financial statements.

## **Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

Board of Commissioners  
Colorado River Commission of Nevada

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities each major fund, and the budgetary statements for the general fund and the research and development fund of the Colorado River Commission of Nevada (the Commission) as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated March 20, 2026.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Baker Tilly US, LLP*

Portland, Oregon  
March 20, 2026

**Statistical Section (unaudited)**

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## **Colorado River Commission of Nevada**

### **Statistical Information for the Year Ended June 30, 2024**

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The information contained in this section is designed to aid in analyzing trends and in determining the Commission's overall financial health and operating strategies and should be read in conjunction with the financial statements, note disclosures, and required supplementary information. This information is presented in the following general areas:

- Financial Trends
  - ◆ The following tables contain financial trend information to enable the reader to understand how financial performance has changed over time.
    - Net Position by Component
    - Changes in Net Position
    - Fund Balances – Governmental Funds
    - Changes in Fund Balances – Governmental Funds
- Revenue Capacity
  - ◆ The following tables contain revenue capacity information to enable the reader to assess the relative contribution of each of the Commission's customers to revenues and to make assessments on the ability to continue to generate that revenue.
    - Principal Revenue Payers
- Debt Capacity
  - ◆ The following tables contain debt capacity information to enable the reader to assess the affordability the current level of outstanding debt and the ability to issue additional debt in the future.
    - Ratios of Outstanding Debt
    - Available Revenue Debt Coverage
- Demographic and Economic Information
  - ◆ The following tables contain demographic and economic information to enable the reader to understand the general environment within which financial activities take place.
    - Demographic Statistics – Clark County, Nevada
    - Principal Employers – Clark County, Nevada

## **Colorado River Commission of Nevada**

### **Statistical Information for the Year Ended June 30, 2024**

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- Operating Information
  - ◆ The following tables contain operating information to enable the reader to understand how the information contained in the financial statements, note disclosures, and required supplementary information relates to services provided and activities performed.
    - Employees by Department
    - Capital Asset Statistics by Function
    - Operating Indicators - Power Purchases in Megawatt Hours
    - Risk Management

**Colorado River Commission of Nevada**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
<b>Governmental activities</b>										
Net investment in capital assets	\$ 4,887	\$ 2,102	\$ -	\$ 21,878	\$ 16,284	\$ 10,690	\$ 44,550	\$ 28,065	\$ 16,675	\$ 5,286
Restricted	9,537,522	9,882,973	10,276,431	10,731,129	11,199,713	11,810,958	12,080,900	12,077,241	12,757,203	13,845,049
Unrestricted	(4,203,575)	(3,350,978)	(6,392,441)	(5,857,560)	(6,190,276)	(5,988,110)	(6,246,379)	(5,389,778)	(5,377,899)	(5,936,413)
<b>Total governmental activities</b>	<b>5,338,834</b>	<b>6,534,097</b>	<b>3,883,990</b>	<b>4,895,447</b>	<b>5,025,721</b>	<b>5,833,538</b>	<b>5,879,071</b>	<b>6,715,528</b>	<b>7,395,979</b>	<b>7,913,922</b>
<b>Business-type activities</b>										
Net investment in capital assets	46,451,402	52,621,510	50,398,692	49,057,477	47,131,765	45,162,047	43,152,138	41,138,896	39,091,356	37,059,017
Restricted	712,991	714,403	929,332	-	-	-	-	-	-	-
Unrestricted	(46,037,051)	(51,815,787)	(49,660,384)	(47,279,370)	(45,378,198)	(43,357,529)	(41,472,626)	(39,724,151)	(37,660,937)	(35,491,542)
<b>Total business-type activities</b>	<b>1,127,342</b>	<b>1,520,126</b>	<b>1,667,640</b>	<b>1,778,107</b>	<b>1,753,567</b>	<b>1,804,518</b>	<b>1,679,512</b>	<b>1,414,745</b>	<b>1,430,419</b>	<b>1,567,475</b>
<b>Primary government</b>										
Net investment in capital assets	46,456,289	52,623,612	50,398,692	49,079,355	47,148,049	45,172,737	43,196,688	41,166,961	39,108,031	37,064,303
Restricted	10,250,513	10,597,376	11,205,763	10,731,129	11,199,713	11,810,958	12,080,900	12,077,241	12,757,203	13,845,049
Unrestricted	(50,240,626)	(55,166,765)	(56,052,825)	(53,136,930)	(51,568,474)	(49,345,639)	(47,719,005)	(45,113,931)	(43,038,836)	(41,427,955)
<b>Total primary government</b>	<b>\$ 6,466,176</b>	<b>\$ 8,054,223</b>	<b>\$ 5,551,630</b>	<b>\$ 6,673,554</b>	<b>\$ 6,779,288</b>	<b>\$ 7,638,056</b>	<b>\$ 7,558,583</b>	<b>\$ 8,130,271</b>	<b>\$ 8,826,398</b>	<b>\$ 9,481,397</b>

**Colorado River Commission of Nevada**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
<b>Expenses</b>										
Governmental activities										
General government	\$ 2,637,347	\$ 2,620,776	\$ 3,371,208	\$ 2,323,521	\$ 3,248,545	\$ 3,278,609	\$ 3,042,326	\$ 2,267,435	\$ 3,290,103	\$ 3,098,155
Business-type activities										
Power marketing	25,179,606	24,642,788	25,967,737	28,828,579	28,220,693	28,095,112	27,051,495	27,685,710	28,901,210	30,705,184
Power delivery	32,812,396	23,277,768	15,096,211	14,082,693	15,565,314	16,101,489	9,148,849	8,768,838	13,170,772	15,443,660
Total business-type activities	64,277,683	57,992,002	47,920,556	41,063,948	42,911,272	43,786,007	44,196,601	36,200,344	42,071,982	46,148,844
Total primary government expenses	\$ 66,915,030	\$ 60,612,778	\$ 51,291,764	\$ 43,387,469	\$ 46,159,817	\$ 47,064,616	\$ 47,238,927	\$ 38,467,779	\$ 45,362,085	\$ 49,246,999
<b>Program revenues</b>										
Governmental activities										
Charges for services	\$ 2,637,178	\$ 3,669,136	\$ 2,836,483	\$ 2,998,306	\$ 3,186,873	\$ 3,633,384	\$ 3,062,382	\$ 3,412,462	\$ 3,523,535	\$ 2,708,660
Total governmental activities	2,637,178	3,669,136	2,836,483	2,998,306	3,186,873	3,633,384	3,062,382	3,412,462	3,523,535	2,708,660
Business-type activities										
Charges for services	55,645,061	48,249,124	41,169,782	42,836,695	43,706,570	44,108,036	36,020,045	36,277,080	41,895,754	45,844,896
Total primary government program revenues	\$ 58,282,239	\$ 51,918,260	\$ 44,006,265	\$ 45,835,001	\$ 46,893,443	\$ 47,741,420	\$ 39,082,427	\$ 39,689,542	\$ 45,419,289	\$ 48,553,556
Net (expenses) program revenues	\$ (169)	\$ 1,048,360	\$ (534,725)	\$ 674,785	\$ (61,672)	\$ 354,775	\$ 20,056	\$ 1,145,027	\$ 233,432	\$ (389,495)
Governmental activities	(169)	1,048,360	(534,725)	674,785	(61,672)	354,775	20,056	1,145,027	233,432	(389,495)
Business-type activities	(2,346,941)	328,568	105,834	(74,577)	(79,437)	(88,565)	(180,299)	(177,468)	(176,228)	(303,948)
Primary government	\$ (2,347,110)	\$ 1,376,928	\$ (428,891)	\$ 600,208	\$ (141,109)	\$ 266,210	\$ (160,243)	\$ 967,559	\$ 57,204	\$ (693,443)
<b>General revenues and other changes in net position</b>										
Governmental activities										
Investment income (loss)	\$ 202,937	\$ 91,125	\$ 95,846	\$ 278,095	\$ 212,331	\$ 382,851	\$ (40,986)	\$ (377,552)	\$ 396,012	\$ 844,387
Gain on disposal of capital assets	-	-	-	-	-	-	-	4,920	-	-
Miscellaneous	67,653	55,778	59,255	58,577	61,251	70,191	66,463	64,062	51,007	63,051
Total governmental activities	70,259	270,590	146,903	155,101	336,672	273,582	453,042	25,477	447,019	907,438
Business-type activities										
Investment income (loss)	171,238	55,232	41,680	185,044	47,021	139,516	(30,927)	(167,101)	112,103	238,218
Gain on disposal of capital assets	-	8,984	-	-	-	-	6,420	-	-	-
Miscellaneous	-	-	-	-	-	-	79,800	79,801	79,800	202,786
Total business-type activities	16,128	171,238	64,216	41,680	185,044	47,021	139,516	55,293	191,903	441,004
Total primary government general revenues and other changes in net position	\$ 441,828	\$ 211,119	\$ 196,781	\$ 521,716	\$ 320,603	\$ 592,558	\$ 80,770	\$ (395,871)	\$ 638,922	\$ 1,348,442
Change in net position										
Governmental activities	\$ 270,421	\$ 1,195,263	\$ (379,624)	\$ 1,011,457	\$ 211,910	\$ 807,817	\$ 45,533	\$ 836,457	\$ 680,451	\$ 517,943
Business-type activities	(2,175,703)	392,784	147,514	110,467	(32,416)	50,951	(125,006)	(264,768)	15,675	137,056
Primary government	\$ (1,905,282)	\$ 1,588,047	\$ (232,110)	\$ 1,121,924	\$ 179,494	\$ 858,768	\$ (79,473)	\$ 571,689	\$ 696,126	\$ 654,999

**Colorado River Commission of Nevada**  
**Fund Balance, Governmental Funds**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
General fund										
Nonspendable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,547	\$ -	\$ -	\$ -	\$ -
Restricted	-	-	-	-	-	-	4,227	-	-	-
Unassigned	<u>\$ 2,040,963</u>	<u>\$ 2,938,016</u>	<u>\$ 2,325,767</u>	<u>\$ 2,132,561</u>	<u>\$ 1,935,201</u>	<u>\$ 2,265,690</u>	<u>\$ 2,172,039</u>	<u>\$ 2,378,001</u>	<u>\$ 2,727,247</u>	<u>\$ 2,328,328</u>
Other governmental funds										
Restricted	<u>\$ 9,537,522</u>	<u>\$ 9,882,973</u>	<u>\$ 10,276,431</u>	<u>\$ 10,731,129</u>	<u>\$ 11,199,713</u>	<u>\$ 11,810,958</u>	<u>\$ 12,080,900</u>	<u>\$ 12,077,241</u>	<u>\$ 12,757,203</u>	<u>\$ 13,845,049</u>

**Colorado River Commission of Nevada**  
**Changes in Fund Balance, Governmental Funds**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
<b>REVENUES</b>										
Water charges	\$ 1,374,176	\$ 3,000,450	\$ 2,162,854	\$ 2,371,683	\$ 2,487,823	\$ 2,912,999	\$ 2,329,671	\$ 2,656,987	\$ 2,682,355	\$1,770,914
Multi-species surcharge	1,263,002	668,686	673,629	626,623	699,050	720,385	732,710	755,475	841,180	937,746
Investment income (loss)	202,937	91,125	95,846	278,095	212,331	382,851	(40,986)	(377,552)	396,012	844,387
Miscellaneous	67,653	55,778	59,255	58,577	61,251	67,385	66,463	68,982	51,007	63,051
<b>Total revenues</b>	<b>2,907,768</b>	<b>3,816,039</b>	<b>2,991,584</b>	<b>3,334,978</b>	<b>3,460,455</b>	<b>4,083,620</b>	<b>3,087,858</b>	<b>3,103,892</b>	<b>3,970,554</b>	<b>3,616,098</b>
<b>EXPENDITURES</b>										
General administration	2,491,039	2,165,754	2,838,816	2,660,273	2,758,974	2,698,531	2,146,766	2,050,187	2,020,663	2,073,525
Multi-species assessment	-	394,061	358,618	399,966	408,828	425,556	430,376	443,701	494,166	551,154
Water purchases	15,138	13,717	12,941	13,255	12,229	13,258	14,518	14,652	(5,584)	2,012
Other	-	-	-	-	-	-	332,227	761,298	432,101	300,480
<b>Total expenditures</b>	<b>2,506,177</b>	<b>2,573,532</b>	<b>3,210,375</b>	<b>3,073,494</b>	<b>3,180,031</b>	<b>3,137,345</b>	<b>2,923,887</b>	<b>3,269,838</b>	<b>2,941,346</b>	<b>2,927,171</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>401,591</b>	<b>1,242,507</b>	<b>(218,791)</b>	<b>261,484</b>	<b>280,424</b>	<b>946,275</b>	<b>163,971</b>	<b>(165,946)</b>	<b>1,029,208</b>	<b>688,927</b>
<b>OTHER FINANCING SOURCES (USES)</b>										
Proceeds from capital asset disposal	-	-	-	-	-	2,806	-	-	-	-
Leases issued	-	-	-	-	-	-	-	364,022	-	-
<b>CHANGE IN FUND BALANCE</b>	<b>\$ 401,591</b>	<b>\$ 1,242,507</b>	<b>\$ (218,791)</b>	<b>\$ 261,484</b>	<b>\$ 280,424</b>	<b>\$ 949,081</b>	<b>\$ 163,971</b>	<b>\$ 198,076</b>	<b>\$ 1,029,208</b>	<b>\$688,927</b>

**Colorado River Commission of Nevada**  
**Principal Revenue Payers**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June 30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
Southern Nevada Water Authority	\$ 14,358,251	\$ 12,179,218	\$ 12,203,475	\$ 11,827,537	\$ 11,713,784	\$ 11,850,798	\$ 12,813,670	\$ 12,249,554	\$ 16,682,296	\$19,148,894
Basic Water Company	1,010,474	759,596	823,636	935,995	1,043,885	990,984	544,084	586,092	35,719	(43,685)
Timet Metals Corporation	11,426,000	9,358,046	9,582,350	8,667,540	10,669,394	9,727,386	(826,393)	54,029	835,481	1,558,010
Olin Chlor Alkaline (formerly Pioneer)	10,207,738	5,976,246	383,347	330,139	260,497	236,662	122,773	129,932	82,565	93,980
LHOIST (formerly Chemical Lime Company)	52,184	70,022	74,523	89,454	66,033	61,531	37,263	32,838	46,505	63,963
EMD Acquisitions (formerly Tronox, LLC)	1,856,809	2,018,316	1,973,513	2,667,509	1,914,198	2,164,385	418,664	1,559,493	1,376,233	1,763,680
American Pacific Corporation	2,882,906	2,087,232	41,886	1,002	2,173	-	-	-	-	-
Lincoln County Power District No. 1	1,372,495	1,403,957	1,460,670	1,818,072	1,726,867	1,464,654	1,497,393	1,587,223	1,564,859	1,549,392
Overton Power District No.5	2,040,250	2,174,710	2,351,212	2,287,432	2,285,133	2,201,791	3,283,980	3,229,025	3,486,461	4,173,947
Valley Electric Association	2,639,510	2,286,746	3,676,756	3,103,415	3,192,139	4,008,456	3,579,561	4,571,513	5,976,431	4,339,600
NV Energy (formerly Nevada Power Company)	9,234,032	9,814,515	10,134,276	11,182,056	10,590,762	11,041,337	11,547,354	11,495,976	12,447,497	11,850,060
City of Boulder City	1,175,756	1,258,457	1,278,026	1,400,132	1,370,511	1,404,565	1,379,672	1,362,635	1,358,677	1,965,390
Las Vegas Valley Water District	5,976	-	-	405,067	462,231	323,486	447,812	452,517	373,574	369,945
City of Henderson	19,070	16,947	16,089	227,417	259,669	259,284	259,291	258,343	217,837	214,091
Clark County School District	-	-	-	167,866	188,645	25,846	(140,744)	(186,750)	(345,043)	(120,755)
Clark County Water Reclamation District	-	-	-	199,424	231,372	228,509	304,646	307,433	747,593	337,041
City of Las Vegas	-	-	-	193,310	364,096	222,796	219,117	224,372	210,163	220,284
City of North Las Vegas	-	-	-	157,961	205,416	84,458	82,937	84,075	77,239	79,888
City of Mesquite	-	-	-	87,634	115,416	47,849	47,273	47,576	43,733	42,141
University of Nevada-Las Vegas	-	-	-	-	173,785	11,604	(132,095)	(173,155)	(231,366)	(103,217)
Tenaska	-	-	-	-	-	1,001,276	3,498,975	1,835,440	220,135	748,366
Western Area Power Administration (WAPA)	-	-	-	-	-	411,609	295,456	176,521	333,969	246,868
Raw water sales	787	6,529	6,506	767	760	814	820	835	768	-
Other power sales	-	-	-	85,272	56,676	40,702	(52,817)	(51,234)	(91,271)	55,675
<b>Total</b>	<b>\$ 58,282,238</b>	<b>\$ 49,410,537</b>	<b>\$ 44,006,265</b>	<b>\$ 45,835,001</b>	<b>\$ 46,893,442</b>	<b>\$ 47,810,782</b>	<b>\$ 39,228,692</b>	<b>\$ 39,834,283</b>	<b>\$ 45,450,055</b>	<b>\$48,553,556</b>

**Colorado River Commission of Nevada**  
**Ratios of Outstanding Debt**  
**Last Ten Fiscal Years**  
**In Thousands, Except Per Capita**  
**(Unaudited)**

For the Year Ended June 30,	Power Uprating Refunding Bonds Series 2002	Power Delivery Refunding Bonds Series 2005I	General Obligation Refunding Bonds Series 2011B	General Obligation Refunding Bonds Series 2012E	General Obligation Refunding Bonds Series 2014E	Unamortized Premium	Unamortized Discount	Unamortized Adjustments	Total Debt	Charges for Services
2015			5,545,000	8,960,000	29,475,000	758,899	(167,856)		44,571,043	58,282,239
2016			5,545,000	4,595,000	29,055,000	186,942	(161,861)		39,220,081	51,918,260
2017			5,545,000		28,635,000		(155,866)		34,024,134	44,006,265
2018					28,210,000		(149,872)		28,060,128	45,835,001
2019					27,480,000		(143,877)		27,336,123	46,893,443
2020					26,740,000		(137,882)		26,602,118	47,741,420
2021					25,985,000		(131,886)		25,853,114	39,082,427
2022					25,215,000		(125,891)		25,089,109	39,689,542
2023					24,415,000		(119,897)		24,295,103	45,419,289
2024					23,600,000		(113,902)		23,486,098	48,553,556

<u>For the Year Ended June 30,</u>	Charges for Services to Total Debt Ratio	Total Debt as a Percentage of Personal Income	Total Debt Per Capita
2015	1.31	0.52%	1,094
2016	1.32	0.44%	930
2017	1.29		
2018	1.63		
2019	1.72		
2020	1.79		
2021	1.51		
2022	1.58		
2023	1.87		
2024	2.07		

**Colorado River Commission of Nevada**  
**Available Revenue Debt Coverage<sup>1</sup>**  
**Last Ten Fiscal Years**  
**(Unaudited)**

For the Year Ended June 30,	Gross Revenues	Less Operating Expenses	Add Back Depreciation	Net Available Revenues	Debt Service			Coverage
					Principal	Interest	Total	
2015	\$ 58,282,239	\$ 55,799,470	\$ 2,346,941	\$ 4,829,710	\$ 3,975,000	\$ 3,279,188	\$ 7,254,188	0.67
2016	49,410,536	48,093,319	2,351,919	3,669,136	4,785,000	1,690,220	6,475,220	0.57
2017	44,006,265	41,063,948	2,352,198	5,294,515	5,015,000	1,464,645	6,479,645	0.82
2018	45,835,001	42,911,272	2,034,801	4,958,530	5,970,000	1,208,183	7,178,183	0.69
2019	46,893,443	43,786,007	2,038,550	5,145,986	730,000	1,062,535	1,792,535	2.87
2020	47,741,420	44,196,601	2,047,682	5,592,501	740,000	1,049,840	1,789,840	3.12
2021	39,082,427	36,200,344	2,059,612	4,941,695	755,000	1,033,573	1,788,573	2.76
2022	39,689,542	36,277,080	2,056,783	5,469,245	770,000	1,014,880	1,784,880	3.06
2023	45,419,248	42,071,982	2,055,589	5,196,939	800,000	993,670	1,793,670	2.90
2024	48,553,556	46,148,844	2,060,270	4,464,982	835,000	945,058	1,780,058	2.51

1. Water and power customers are contractually obligated to provide revenues sufficient to cover all operation and maintenance expenses except depreciation, plus all principal and interest requirements on outstanding debt. Operating losses, accumulated deficits and negative coverage ratios are the result of not charging for certain recorded expenses, such as depreciation, amortization of debt and pre-operational expenses. As annual requirements of debt principal progressively increase, annual revenues are expected to exceed recorded expenses, because principal payments are recorded as reductions of long-term debt rather than expenses. The losses, deficits and negative coverage ratios are expected to be progressively reduced and finally eliminated as the annual retirement of debt principal increase.

**Colorado River Commission of Nevada  
Demographic Statistics – Clark County, Nevada<sup>1</sup>  
Last Ten Fiscal Years  
(Unaudited)**

For the Year Ended June 30,	Population <sup>3</sup>	Personal Income (in thousands) <sup>2</sup>	Per Capita Income <sup>2</sup>	Total Labor Force <sup>4</sup>	Unemployment Rate <sup>5</sup>
2015	\$ 2,118,353	\$ 86,305,938	\$ 40,742	\$ 1,049,522	7.10%
2016	2,107,031	88,885,102	42,185	1,059,667	6.40%
2017	2,205,207			1,077,435	5.20%
2018	2,233,000			1,097,668	4.70%
2019	2,284,616			1,123,095	4.80%
2020	2,325,798			1,110,574	17.80%
2021	2,342,885			1,118,775	7.40%
2022	2,333,092			1,453,971	4.40%
2023	2,331,934			1,585,738	5.70%
2024	2,371,586			1,201,081	5.45%

1. The Commission is primarily a wholesale provider of electric power and only holds in trust the rights of the State of Nevada to the waters of the Colorado River. The Commission thus does not serve (except in limited capacity) end users of either water or power. In addition, the customers served by the Commission are statutorily, not geographically defined. However, the principal area served by the customers of the Commission is the area encompassed by Clark County, Nevada. This presentation is provided to give some limited demographic information to the reader. For complete information on the demographic makeup of Clark County the reader is directed to the Clark County website at <http://www.co.clark.nv.us/>. Information on water treatment, delivery and purveyor information can be obtained at the Southern Nevada Water Authority website at <http://www.snwa.com/>. Additional demographic information for the State can be obtained from the State of Nevada website at <http://www.nv.gov/>.
2. Information for years subsequent to 2016 is not available.
3. Source: Southern Nevada Consensus Population Estimate, August 2022.
4. Source: Department of Employment, Training & Rehabilitation Research & Analysis Bureau labor force as of June 2023 not adjusted.
5. Source: Department of Employment, Training & Rehabilitation Research & Analysis Bureau unemployment rate as of June 2023 not adjusted.

**Colorado River Commission of Nevada**  
**Principal Employers – Clark County, Nevada<sup>1, 2</sup>**  
**Current And Nine Years Ago**  
**(Unaudited)**

Taxpayer	2024 <sup>3</sup>		2015 <sup>4</sup>	
	Employees <sup>5</sup>	Average Percentage of Total Clark County Employment	Employees <sup>5</sup>	Average Percentage of Total Clark County Employment
Clark County School District	42,000	3.70%	30,000 to 39,999	3.85%
MGM Resort International	40,000	3.52%		
Caesars Entertainment	24,000	2.11%		
Clark County, Nevada	23,000	2.03%	8,000 to 8,499	0.91%
Nellis Air Force Base	17,000	1.50%		
Amazon	14,500	1.28%		
Wynn Resorts	14,000	1.23%	8,000 to 8,499	0.85%
Red Rock Resorts	9,000	0.79%		
Boyd Gaming	9,000	0.79%		
Apollo Management Group	7,500	0.66%		
Bellagio, LLC			8,000 to 8,499	0.87%
MGM Grand Hotel/Casino			8,000 to 8,499	0.87%
Aria Resort & Casino, LLC			7,000 to 7,499	0.76%
Mandalay Bay Resort and Casino			7,000 to 7,499	0.76%
Caesar's Palace			5,500 to 5,999	0.60%
University of Nevada, Las Vegas			5,000 to 5,499	0.55%
Las Vegas Metropolitan Police			4,500 to 4,999	0.50%
Total percentage for principal employers		<u>17.61%</u>		<u>10.32%</u>
Total employment in Clark County <sup>u</sup>	<u>1,135,622</u>		<u>953,331</u>	

1. The Commission is primarily a wholesale provider of electric power and only holds in trust the rights of the State of Nevada to the waters of the Colorado River. The Commission thus does not serve (except in limited capacity) end users of either water or power. In addition, the customers served by the Commission are statutorily, not geographically defined. However, the principal area served by the customers of the Commission is the area encompassed by Clark County, Nevada. This presentation is provided to give some limited demographic information to the reader. For complete information on the demographic makeup of Clark County the reader is directed to the Clark County website at <http://www.co.clark.nv.us/>. Information on water treatment, delivery and purveyor information can be obtained at the Southern Nevada Water Authority website at <http://www.snwa.com/>. Additional demographic information for the State can be obtained from the State of Nevada website at <http://www.nv.gov/>.
2. In 2018 Nevada Department of Employment Training and Rehabilitation changed the way top employers are reported by dispersing inter-company employment into single entities; and therefore, the current year data is not comparable to the date presented for nine years ago.
3. Source: Applied analysis. Estimated counts based on pre-COVID 19 conditions.
4. Source: Nevada Department of Employment, Training, and Rehabilitation.
5. Source: Nevada Department of Employment, Training, and Rehabilitation, Clark County. Total employment numbers represent averages for the first quarter of each year shown above.

**Colorado River Commission of Nevada**  
**Employees by Department<sup>1</sup>**  
**Last Ten Fiscal Years**  
**(Unaudited)**

Department	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
Executive and Administrative	13	15	12	13	14	14	13	13	12	13
Water	2	1	3	3	3	3	3	3	3	2
Hydropower	3	2	3	3	3	3	4	5	5	4
SNWS Energy Services	8	7	7	8	8	8	7	5	5	5
Power Delivery O & M	7	7	7	7	7	7	7	8	8	7
<b>Total employees by department</b>	<b>33</b>	<b>32</b>	<b>32</b>	<b>34</b>	<b>35</b>	<b>35</b>	<b>34</b>	<b>34</b>	<b>33</b>	<b>31</b>

1. Source: The Commission's internal human resources system.

**Colorado River Commission of Nevada**  
**Capital Asset Statistics by Function<sup>1, 2</sup>**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
Power Delivery Project and Basic Industries System <sup>3</sup>										
High-Voltage Substations										
Transmission Substations (230-kV to 69-kV)	2	2	2	2	2	2	2	2	2	2
Distribution Substations (230-kV to 14.4-kV)	3	3	3	3	3	3	3	3	3	3
Distribution Substations (69-kV to 13.8-kV)	6	6	6	6	6	6	6	6	6	6
Distribution Substations (69-kV to 41.6-kV)	6	6	6	6	6	6	6	6	6	6
Total High-Voltage Substations	<u>17</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>17</u>	<u>17</u>
Miles of Transmission Lines										
230-kV overhead lines	34	34	34	34	34	34	34	34	34	34
69-kV overhead lines	5	5	5	5	5	5	5	5	5	5
69-kV underground transmission lines	15	15	15	15	15	15	15	15	15	15
System Support Information										
Communication Network										
Miles of fiber optic cable	58	58	58	58	58	58	58	58	58	58
Microwave radio sites	3	3	3	3	3	3	3	3	3	3
Metered Facilities <sup>4</sup>	107	120	120	120	120	120	120	120	120	120
Total System Capacity in Megawatts	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

1. Source: The Commission's power delivery system.
2. All power related assets are owned and used to deliver power to the Commission's customers only.
3. The Power Delivery System (System) is a dedicated power transmission and delivery system that provides electric power resources to the facilities of the Southern Nevada Water Authority. With a total system capacity of 1,000 megawatts of transformer capacity, the System is the 3rd largest transmission and distribution system within the State of Nevada. The System was designed with 100% redundancy including twin transformers. The System is normally operated at 50% capacity on each of the twin facilities in each substation. In the event of catastrophic failure, the remaining system can fully serve the load while repairs are affected. In addition, the transmission lines are a looped (circular) design allowing for feed to all facilities in either direction in the event of a break somewhere in the loop. This design is provided to ensure reliable delivery of water to the residents of Southern Nevada under almost any circumstances. Power facilities dedicated to the Basic Industries provide power to the industrial complex located in Henderson. The total capacity of the Basic Industries system is 150 Megawatts.
4. In addition to the metered facilities indicated in this table, Commission staff operates and maintains the metered facilities of the Southern Nevada Water Authority.

**Colorado River Commission of Nevada**  
**Operating Indicators – Power Purchases In Megawatt Hours<sup>1, 2</sup>**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
Southern Nevada Water Authority <sup>3</sup>	2,172,526	2,177,152	2,253,405	2,322,323	2,311,808	2,248,303	1,419,572	1,481,694	1,430,728	1,583,034
Basic Water Company	32,517	27,754	26,685	19,621	16,133	29,600	23,708	29,131	218	148
Timet Metals Corporation	400,530	382,280	349,788	203,008	180,665	335,640	54,175	55,366	66,387	62,017
Olin Chlor Alkaline (formerly Pioneer)	243,017	180,019	9,242	5,080	2,921	5,868	5,000	4,672	3,829	3,855
LHOIST (formerly Chemical Lime Company)	2,650	2,904	2,964	2,773	2,636	2,789	2,715	2,867	2,762	2,651
EMD Acquisitions (formerly Tronox, LLC)	128,496	121,041	108,027	104,453	103,340	92,540	86,193	105,892	67,763	55,698
American Pacific Corporation	97,607	69,382	2	-	-	-	-	-	-	-
Lincoln County Power District No. 1	85,067	74,362	68,127	76,200	81,009	74,602	84,418	78,122	63,775	64,549
Overton Power District #5	87,381	90,775	89,471	83,214	84,033	83,092	130,587	107,164	110,090	124,275
Valley Electric Association	100,105	102,225	137,139	119,611	109,553	133,694	132,363	126,390	145,056	132,051
NV Energy (formerly Nevada Power Company)	416,850	412,535	379,049	390,373	384,667	362,275	421,474	378,484	317,406	315,533
City of Boulder City	37,951	37,110	36,336	36,240	36,171	35,333	37,128	30,564	26,008	29,494
Las Vegas Valley Water District	-	-	-	11,680	14,923	14,075	16,152	14,726	12,031	12,336
City of Henderson	-	-	-	7,269	9,292	8,792	10,058	9,170	7,491	7,681
Clark County School District	-	-	-	3,960	5,010	4,757	5,457	5,239	4,060	4,127
Clark County Water Reclamation District	-	-	-	3,960	8,912	8,432	9,646	8,794	7,185	7,367
City of Las Vegas	-	-	-	7,464	9,542	9,028	10,328	9,416	7,692	7,888
City of North Las Vegas	-	-	-	2,323	2,964	2,805	3,209	2,925	2,390	2,451
City of Mesquite	-	-	-	1,305	1,690	1,590	1,813	1,643	1,358	1,385
University of Nevada-Las Vegas	-	-	-	3,692	4,671	4,435	5,088	4,884	3,786	3,848
Small Hoover Schedule "D" customers <sup>4</sup>	-	-	-	1,039	1,314	1,248	1,429	1,380	1,065	1,083
<b>Total</b>	<b>3,804,697</b>	<b>3,677,539</b>	<b>3,460,235</b>	<b>3,405,588</b>	<b>3,371,254</b>	<b>3,458,898</b>	<b>2,460,513</b>	<b>2,458,523</b>	<b>2,281,080</b>	<b>2,421,471</b>

1. Source: The Commission's power purchasing group.
2. Includes megawatt hour purchases for loads of all Commission customers. The Commission owns and operates electric transmission and distribution capital assets for the exclusive use of the Southern Nevada Water Authority (SNWA) and the Basic Industries complex in Henderson, Nevada. The Commission's major power deliveries are accomplished using these systems. These total comparisons are anticipated to be indicative of future sales as the Commission's customer base is anticipated to remain relatively stable. It is possible that some additional customers could utilize the Commission for electric power resource, but the remaining probable customers available to the Commission under a legislative mandate must be part of the SNWA customer base and are not anticipated to materially change the reported megawatt usage amounts.
3. SNWA sales include water purveyor related purchases brokered by Commission employees acting on behalf of the Silver State Energy Association through fiscal 2020, as the commission in no longer involved in these sales.
4. Small Hoover Schedule "D" customers include six customers, contracted in fiscal 2018, with megawatt hours under 3,000 and total sales under \$100,000.

**Colorado River Commission of Nevada**  
**Risk Management<sup>1,2,3</sup>**  
**Last Ten Fiscal Years**  
**(Unaudited)**

	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018	June 30, 2019	June 30, 2020	June30, 2021	June 30, 2022	June 30, 2023	June 30, 2024
Basic Water Company	\$ 237,115	\$ 236,944	\$ 180,079	\$ 206,701	\$ 192,164	\$ 270,984	\$ 275,212	\$ 170,078	\$ 170,078	\$ 170,078
Timet Metals Corporation	3,062,094	2,841,318	2,133,149	2,364,560	2,330,005	2,693,081	2,002,197	376,785	503,396	599,752
Olin Chlor Alkaline (formerly Pioneer)	2,968,251	2,260,932	115,011	98,232	83,237	77,024	67,641	50,368	53,789	53,789
LHOIST (formerly Chemical Lime Company)	14,810	17,305	18,064	23,097	18,884	18,974	21,079	18,787	21,684	24,343
Tronox, LLC	450,793	550,515	508,162	508,630	-	-	-	-	-	-
EMD Acquisitions	-	-	-	-	750,000	750,000	750,000	750,000	789,077	626,878
American Pacific Corporation	815,289	772,170	-	-	-	-	-	-	-	-
<b>Total</b>	<b>\$ 7,548,352</b>	<b>\$ 6,679,184</b>	<b>\$ 2,954,465</b>	<b>\$ 3,201,220</b>	<b>\$ 3,374,290</b>	<b>\$ 3,810,063</b>	<b>\$ 3,116,129</b>	<b>\$ 1,366,018</b>	<b>\$ 1,538,024</b>	<b>\$ 1,474,840</b>

	Total Collateral Posted	Cash Collateral Posted	Other Collateral Posted	Estimated Collateral Requirement for the Year Ended June 30, 2025
Basic Water Company	\$ 170,078	\$ 170,078	\$ -	\$ 3,564
Timet Metals Corporation	599,752	-	599,752	599,752
Olin Chlor Alkaline (formerly Pioneer)	53,789	53,789	-	36,423
LHOIST (formerly Chemical Lime Company)	24,343	24,343	-	24,343
EMD Acquisitions	626,878	626,878	-	610,575
American Pacific Corporation	-	-	-	-
<b>Total</b>	<b>\$ 1,474,840</b>	<b>\$ 875,088</b>	<b>\$ 599,752</b>	<b>\$ 1,274,657</b>

1. Nevada Revised Statutes 538.181(2) requires that the Commission's power customers, except a federal or state agency or political subdivision, provide an indemnifying bond or other collateral "in such sum and in such manner as the commission may require, conditioned on the full and faithful performance" of their power contracts. Due to the volatile nature of the electric power markets the Commission has determined the collateral requirements to be one-fourth of the customer's gross annual purchases as calculated from October 1 through September 30 of each preceding year. Posted collateral limits the risk inherent in the Commission's utility functions and protects the state to the full extent allowed under law. All customers have posted cash, letters of credit or performance bonds as approved by the Nevada State Board of Examiners.
2. Governmental and utility entities are exempt from collateral requirements.

Communications with Those  
Charged with Governance

**Colorado River Commission of Nevada**

June 30, 2024

## **Communications with Those Charged with Governance**

To the Board of Commissioners  
Colorado River Commission of Nevada

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the budgetary statements for the general fund and research and development fund of the Colorado River Commission of Nevada (the Commission) as of and for the year ended June 30, 2024, and have issued our report thereon dated March 20, 2026. Professional standards require that we provide you with the following information related to our audit.

### **Our Responsibility under Auditing Standards Generally Accepted in the United States of America and *Government Auditing Standards***

As stated in our engagement letter dated October 29, 2024, we are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). As part of an audit conducted in accordance with U.S. GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over financial reporting. Accordingly, we considered the Commission's internal control solely for the purposes of determining our audit procedures and not to provide assurance concerning such internal control.

We are also responsible for communicating significant matters related to the financial statement audit that, in our professional judgment, are relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

The supplementary information was subject to certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves.

## **Other Information Included in the Annual Report**

Management is responsible for the other information included in the annual comprehensive financial report (ACFR). The other information comprises the introductory and statistical sections but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon. Our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the audited financial statements. We have read the information, and nothing came to our attention that caused us to believe that such information is materially inconsistent with the financial statements.

## **Planned Scope and Timing of the Audit**

The audit was not performed according to the planned scope and timing previously communicated to you in the engagement letter dated October 29, 2024. The Commission experienced delays in receiving required information from the State of Nevada to close its books for the fiscal year ended June 30, 2024, which delayed the completion of the audit.

## **Significant Audit Findings and Issues**

### ***Qualitative Aspects of Accounting Practices***

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Commission are described in Note 1 to the financial statements. During the year ended June 30, 2024, the Commission adopted the provisions for GASB Statement No. 100, *Accounting Changes and Error Corrections*. There were no changes in the application of existing policies during fiscal year 2024. We noted no transactions entered into by the Commission during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

### ***Significant Accounting Estimates***

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

#### ***Pension liability and related pension expense***

This represents the amount of annual expense recognized for pensions and the related pension liability. The amount is actuarially determined, with Public Employees' Retirement System of Nevada management input. We have evaluated the key factors and assumptions used to develop the annual expense in determining that it is reasonable in relation to the financial statements taken as a whole.

#### ***Other post-employment and benefit obligations***

This represents the amount of annual expenses recognized for post-employment benefits. The amount is actuarially determined with management input. We have evaluated the key factors and assumptions used to develop the annual expenses in determining that it is reasonable in relation to the financial statements taken as a whole.

### *Recovery periods for the cost of plant*

This represents the depreciation of plant assets. Management's estimate of the recovery periods for the cost of plant is based on their evaluation of the useful lives of the assets. We have evaluated the key factors and assumptions used to develop the recovery periods in determining that they are reasonable in relation to the financial statements taken as a whole.

### ***Financial Statement Disclosures***

The disclosures in the financial statements are consistent, clear, and understandable. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users.

### ***Significant Unusual Transactions***

We encountered no significant unusual transactions during our audit of the Commission's financial statements.

### ***Significant Difficulties Encountered in Performing the Audit***

Professional standards require us to inform you of any significant difficulties encountered in performing the audit. No significant difficulties were encountered during our audit of the Commission's financial statements.

### ***Disagreements with Management***

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of our audit.

### ***Circumstances that Affect the Form and Content of the Auditor's Report***

There may be circumstances in which we would consider it necessary to include additional information in the auditor's report in accordance with auditing standards generally accepted in the United States of America. There were no circumstances that affected the form and content of the auditor's report.

### ***Corrected and Uncorrected Misstatements***

Professional standards require us to accumulate all factual and judgmental misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements as a whole.

We did not note any corrected or uncorrected misstatements during the course of the engagement.

### ***Management Representations***

We have requested certain representations from management that are included in the management representation letter dated March 20, 2026.

***Management Consultation with Other Independent Accountants***

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Commission’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

***Other Significant Audit Findings or Issues***

We are required to communicate to you other findings or issues arising from the audit that are, in our professional judgment, significant and relevant to your oversight of the financial reporting process. There were no such items identified.

This information is intended solely for the use of the Board of Commissioners and management of the Colorado River Commission of Nevada and is not intended to be, and should not be, used by anyone other than these specified parties.

*Baker Tilly US, LLP*

Portland, Oregon  
March 20, 2026

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM G  
FOR MEETING OF JUNE 9, 2026**

**SUBJECT:** *For Information Only:* Presentation for comment and guidance on proposed budget for Fiscal Years 2028 and 2029.

**RELATED TO AGENDA ITEM:**

None.

**RECOMMENDATION OR RECOMMENDED MOTION:**

**STAFF COMMENTS AND BACKGROUND:**

Staff will provide a preview of the budget for Fiscal Years 2028 and 2029.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM H  
FOR MEETING OF JUNE 9, 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:**

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM I  
FOR MEETING OF JUNE 9, 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.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM J  
FOR MEETING OF JUNE 9, 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.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM K  
FOR MEETING OF JUNE 9, 2026**

<b>SUBJECT:</b> Comments and questions from the Commission members.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b> None.

**STAFF COMMENTS AND BACKGROUND:**

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM L  
FOR MEETING OF June 9, 2026**

<b>SUBJECT:</b> Selection of the next possible meeting date.
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<b>RELATED TO AGENDA ITEM:</b>
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None.

<b>RECOMMENDATION OR RECOMMENDED MOTION:</b>
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None.

**STAFF COMMENTS AND BACKGROUND:**

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.

**COLORADO RIVER COMMISSION OF NEVADA  
AGENDA ITEM M  
FOR MEETING OF JUNE 9, 2026**

<b>SUBJECT:</b> Adjournment.
<b>RELATED TO AGENDA ITEM:</b> None.
<b>RECOMMENDATION OR RECOMMENDED MOTION:</b>

**STAFF COMMENTS AND BACKGROUND:**