

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING SEPTEMBER 17, 2026**

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

STAFF COMMENTS AND BACKGROUND:

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF SEPTEMBER 17, 2026**

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: <i>For Possible Action:</i> Approval of minutes of the July 14,2026, meeting.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the July 14, 2026, meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:32 p.m. on Tuesday, July 14, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, NV 89155.

COMMISSIONERS IN ATTENDANCE

Chairwoman
Vice Chairwoman
Commissioner
Commissioner
Commissioner

Puoy K. Premsrut
Kara J. Kelley
Marilyn Kirkpatrick
Dan H. Stewart
Steve Walton

COMMISSIONERS PRESENT VIA TELECONFERENCE

Commissioner

Cody Winterton

COMMISSIONER NOT IN ATTENDANCE

Commissioner

Allen J. Puliz

DEPUTY ATTORNEY(S) GENERAL

Special Counsel, Attorney General

Michelle D. Briggs

COMMISSION STAFF IN ATTENDANCE

Executive Director
Senior Assistant Director
Chief of Finance and Administration
Assistant Director, Energy Information Systems
Assistant Director, Engineering and Operations
Assistant Director, Hydropower
Assistant Director, Natural Resources
Chief Accountant
Senior Energy Accountant
Senior Energy Accountant
Power Systems Operations Manager
Power Systems Electrical Engineer
Senior Power Facilities Electrician
Power Systems Engineering Manager
Assistant Hydropower Manager
Hydropower Analyst
Hydrology & Modeling Analyst
System Coordinator
Applications Specialist
Executive Assistant Manager
Administrative Assistant IV
Administrative Assistant IV
Administrative Assistant III
Administrative Assistant II
Administrative Assistant II
Administrative Assistant II

Eric Witkoski
Sara Price
Douglas N. Beatty
Kaleb Hall
Joseph Stubitz
Gail Bates
Warren Turkett, Ph.D.
Gail L. Benton
Hyelim Hong
Ruidong Luo
Walter Shupe
Patrick Davis
Timmy Nededog
David Rodriguez
Matthew Alinsod
Elissa Emery
Feng-Wei Hung
Chris Smith
John Sagmani
Gina L. Goodman
Elsa Nava
Marissa Russell
Tamisha Randolph
Joshua Cleveland
Bobbie Hickman
Thyandra Lewis

OTHERS PRESENT: REPRESENTING

Clean Water Team
Department of Corrections
NV Energy
Overton Power District #5
Overton Power District #5
Self
Self
Self
Southern Nevada Water Authority
Valley Coop
Valley Electric Association, Inc.

Peter Beaulieu
Craig Chinery
Paulina Daouangpanya
Johnathan Denninghoff
Melissa Garcia
Taryn Alves
Matt McKissick
Jerry Zimmerle
Annalise Porter
Julio Diaz
Gabe De Guzman

DRAFT

COLORADO RIVER COMMISSION OF NEVADA

MEETING OF

JULY 14, 2026

INDEX

<u>Agenda Item</u>	<u>Subject</u>	<u>Page No.</u>
A.	Roll Call / Conformance to Open Meeting Law.....	1
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)	1
C.	<i>For Possible Action:</i> Approval of minutes of June 9, 2026, meeting	1
D.	<i>For Possible Action:</i> Approval of Amendment No. 1 to Contract No. CRCGV-03 between the Colorado River Commission of Nevada and ILJIN ELECTRIC USA INC., increasing the contract price by \$374,930.46 to cover additional equipment costs, representing approximately ten percent of the original contract amount	1
E.	<i>For Possible Action:</i> Approval of Amendment No. 4 to Boulder Flats Solar Interconnection Project Contract CRCBF-14 between the Colorado River Commission of Nevada and Summit Line Construction, Inc., to add funds for site fuel, security, equipment relocation, and additional labor for required work in the amount of \$84,291.67, and to include a contingency amount of approximately sixteen percent, for a total amount not to exceed \$97,721	2
F.	<i>For Possible Action:</i> Consideration of an application from Southern Nevada Water Authority and Titanium Metals Corporation requesting approval of a change to the holder of an entitlement to appropriate water from the Colorado River pursuant to NRS 538.171 and NRS 538.181	2

G.	<i>For Possible Action:</i> Approval of the proposed budget of the Colorado River Commission of Nevada for Fiscal Years 2028 and 2029 for submittal to the Governor’s Finance Office by August 31, 2026, and for consideration in the 2027 Legislative Session	3
H.	<i>For Information Only:</i> Update on pending legal matters, including filings before the Federal Energy Regulatory Commission, Public Utilities Commission of Nevada filings and federal legislation, and related matters.....	3
I.	<i>For Information Only:</i> 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	4
J.	Comments from the public. Members of the public are invited to comment on items on the meeting agenda or on items not contained therein. No action may be taken on a matter raised during public comments until the matter itself has been specifically included on the agenda as an item for possible action.....	4
K.	Comments and questions from the Commission members	4
L.	Selection of the next possible meeting	4
M.	Adjournment.....	5

The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Puoy Premsrirut 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.

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

C. For Possible Action: Approval of minutes of June 9, 2026, meeting.

Commissioner Marilyn Kirkpatrick moved to approve the minutes of the June 9, 2026, meeting. The motion was seconded by Commissioner Dan H. Stewart and approved by those present.

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

Vice Chairwoman Kara J. Kelley was present for this vote.

Mr. Witkoski introduced Item D and explained that the Commission approved the purchase of two power transformers for the Garnet Valley project in 2024. In 2025, ILJIN Electric USA, Inc. (ILJIN) notified staff that newly imposed federal tariffs would increase the equipment cost. Staff evaluated available alternatives and determined that continuing with ILJIN was the best option to maintain the project schedule.

The transformers were delivered in April 2026 and are fully assembled at the Garnet Valley site. ILJIN paid approximately \$26,000 under Tariff 122, which is under appeal, and approximately \$348,000 under the Section 232 tariff. At the request of Michelle D. Briggs, Special Counsel, ILJIN is pursuing the Tariff 122 appeal, and any refund received will be returned to the Commission.

Joseph Stubitz, Assistant Director of Engineering and Operations, confirmed that the equipment is on-site, the tariffs have been paid, and the alternative bidder could not meet the required project schedule.

Chairwoman Stewart moved to approve Amendment No. 1 to Contract No. CRCGV-03 between the Colorado River Commission of Nevada and ILJIN ELECTRIC USA INC., increasing the contract price by \$374,930.46 to cover additional equipment costs, representing approximately ten percent of the original contract amount. The motion was seconded by Commissioner Kirkpatrick and approved by unanimous vote.

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

Mr. Witkoski introduced Item E for possible action.

Mr. Stubitz explained that the project breakers were delivered in May 2026 and that staff have a limited window, extending through early October, to complete the transmission-line cutover without risking an unplanned outage during the high-demand season.

He noted that the generator fuel and equipment relocation work is necessary to ensure the project is completed by the end of October 2026. Fuel is required to keep the air-conditioning systems operating, which in turn maintain proper temperatures for the flooded lead-acid batteries that are essential for system control and protection. These batteries must remain within a specific temperature range to preserve their design life.

The amendment covers generator fuel, equipment relocation, continued rental of on-site storage containers, security, and additional labor needed to complete the work. Generator fuel is required to operate air-conditioning equipment that maintains the flooded lead-acid control and protection batteries within their required temperature range.

In response to a question from Chairwoman Premrsirut, Mr. Witkoski confirmed that the contingency is intended to address fuel-price volatility.

Chairwoman Kirkpatrick moved to approve Amendment No. 4 to Contract CRCBF-14 between the Commission and Summit Line Construction, Inc., for a total amount not to exceed \$92,721. The motion was seconded by Commissioner Steve Walton and approved by unanimous vote.

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

Mr. Witkoski introduced Item F and summarized the draft order prepared by Ms. Briggs, Special Counsel. He explained that, after Basic Water Company could no longer provide service and subsequently entered bankruptcy, an interim arrangement was established for the City of Henderson to deliver water to Titanium Metals Corporation (TIMET). A long-term arrangement is now proposed among TIMET, Southern Nevada Water Authority (SNWA), and the Las Vegas Valley Water District.

Under the proposed water assignment agreement, TIMET will assign 910 acre-feet of Colorado River water to SNWA. SNWA will make the water available to the Las Vegas Valley Water District, which will authorize the City of Henderson to continue serving TIMET.

Mr. Witkoski explained that the Commission must approve the requested change and make a recommendation to the Bureau of Reclamation before the applicable Section 5 contracts may be amended.

In response to a question from Commissioner Kirkpatrick, Ms. Briggs confirmed that Commission approval is the final state-level step before the request is transmitted to the United States for the necessary contract changes.

Commissioner Kirkpatrick moved to approve the application from SNWA and TIMET requesting a change to the holder of the Colorado River water entitlement pursuant to NRS 538.171 and NRS 538.181. The motion was seconded by Commissioner Walton and approved by unanimous vote.

G. <i>For Possible Action:</i> Approval of the proposed budget of the Colorado River Commission of Nevada for Fiscal Years 2028 and 2029 for submittal to the Governor’s Finance Office by August 31, 2026, and for consideration in the 2027 Legislative Session.
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Mr. Witkoski introduced Item G.

Douglas N. Beatty, Chief of Finance and Administration, explained that the proposed budget was presented to the Commission at its June 9, 2026, meeting and subsequently reviewed with customers. Customers raised no concerns requiring changes. The budget presented for approval was substantially the same, with limited updates related to vehicle costs that had been communicated to customers.

Mr. Beatty noted that approving the budget in July would allow staff to continue preparing the submission without scheduling an August meeting solely for budget approval. He also reported continuing technical issues with the Nevada Executive Budget System but stated that staff was working to meet the August 31 submission deadline.

Commissioner Kirkpatrick recommended authorizing staff to make any necessary nonmaterial adjustments before submission, subject to ratification by the Commission at a subsequent meeting. Chairwoman Premsrut supported the recommendation as an efficient approach.

Commissioner Kirkpatrick moved to approve the proposed Fiscal Years 2028 and 2029 budget for submittal to the Governor’s Finance Office and to authorize staff to make any necessary nonmaterial adjustments, subject to later ratification by the Commission. The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote.

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

There were no updates at this time.

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

Warren Turkett, Ph.D., Assistant Director of Natural Resources, provided a brief update on hydrological conditions, including precipitation, temperature, snowpack, and Southern Nevada water use.

Commissioner Walton asked about the operational significance of Lake Mead elevation 1,035 feet and how reductions in Hoover Dam generation would be allocated among customers.

Mr. Witkoski explained that Bureau of Reclamation studies identify elevation 1,035 feet as an operational challenge, but actual unit performance at that elevation will require continued operation, inspection, and evaluation.

Gail Bates, Assistant Director of Hydropower, explained that customers hold contractual allocations of capacity and energy and that any reduction in generation would be allocated among customers on a pro rata basis.

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

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

K. Comments and questions from the Commission members.

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

L. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on August 11, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

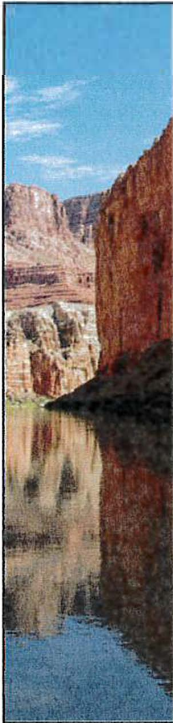
M. Adjournment.

The meeting was adjourned at 2:03 p.m.

APPROVED:

Eric Witkoski, Executive Director

Puoy K. Premsrirut, Chairwoman



Colorado River Commission of Nevada

Hydrology Update

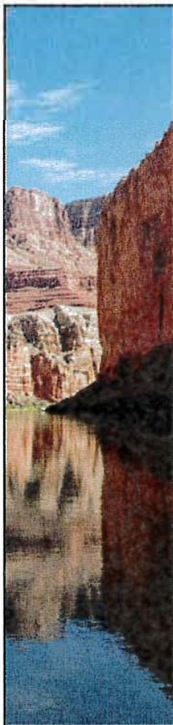
Warren Turkett

July 14, 2026



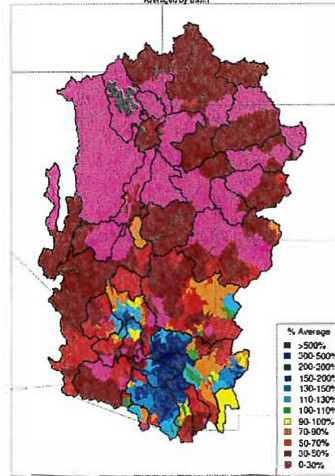
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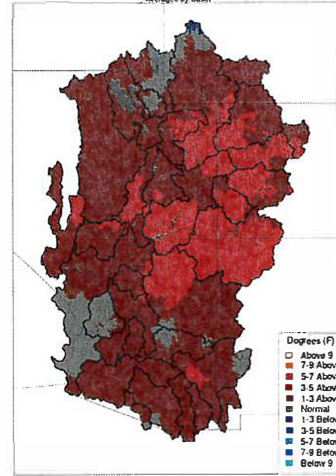
Precipitation and Temperature

Monthly Precipitation - June 2026
Averaged by Basin



Prepared by NDM, Colorado River Forecast Center
344 Lake City, Utah, www.dco.nv.gov

Max Temp - Monthly Deviation - June 2026
Averaged by Basin



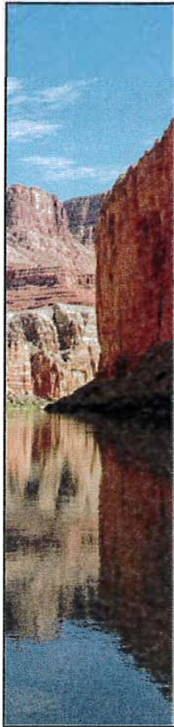
Prepared by NDM, Colorado River Forecast Center
344 Lake City, Utah, www.dco.nv.gov

Lake Powell %Average Precipitation Water Year 2026

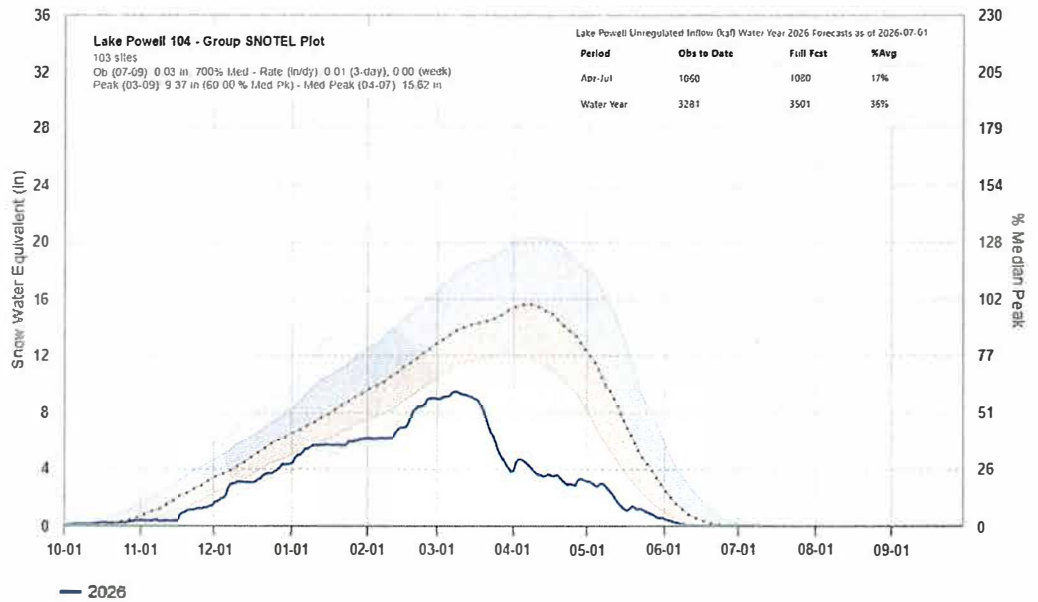
Area	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Water Year
UC-Powell	150	53	82	63	94	28	97	72	32	76

2

2



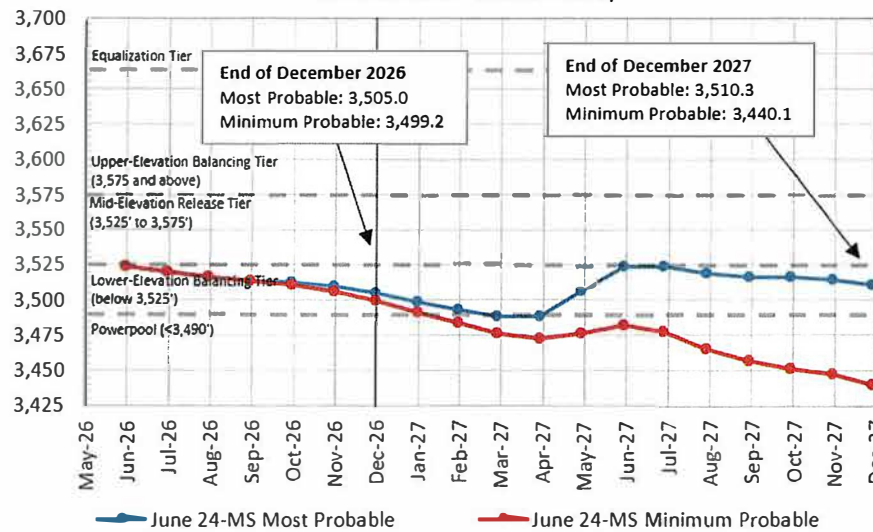
Upper Basin Snowpack



3



Lake Powell End-of-Month Elevations June 2026 24-Month Study



July 12, 2026, elevation: 3,524.3 feet

4

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: *For Possible Action:* Consideration of and ratification of the filing of the Complaint for Declaratory and Injunctive Relief filed by the State of Nevada, the Colorado River Commission of Nevada, and the Southern Nevada Water Authority against Doug Burgum, Secretary of the U.S. Department of the Interior, U.S. Bureau of Reclamation, and Aubrey Bettencourt, on August 24, 2026.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission ratify the filing of the Complaint.

FISCAL IMPACT:

None.

HOLLAND & HART LLP
5470 KIETZKE LANE, SUITE 100
RENO, NV 89511

AARON FORD
Attorney General
Michelle D. Briggs (Bar No. 7617)
Special Counsel
State of Nevada
Office of the Attorney General
1 State of Nevada Way, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 486-3809
Email: mbriggs@ag.nv.gov

Attorneys for the State of Nevada and
Colorado River Commission of Nevada

Craig D. Galli
(Utah Bar No. 5072)
[*Pro Hac Vice Pending*]
Holland & Hart LLP
222 S. Main St, Suite 2200
Salt Lake City, UT 84101
Telephone: (801) 799-5800
Email: cgalli@hollandhart.com

Sarah C. Bordelon
(Nevada Bar No. 14683)
Holland & Hart LLP
5470 Kietzke Lane, Suite 100
Reno, NV 89511
Telephone: (775) 327-3011
Email: scbordelon@hollandhart.com

Attorneys for the Southern Nevada Water Authority

Gregory J. Walch (Bar. No. 4780)
General Counsel
Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, NV 89153
Telephone: (702) 258-7155
Email: greg.walch@lvvwd.com

Attorney for the Southern Nevada Water
Authority

Murray D. Feldman
(Idaho Bar No. 4097)
[*Pro Hac Vice Pending*]
Holland & Hart LLP
800 W. Main St, Suite 1750
Boise, ID 83702
Telephone: (208) 342-5000
Email: mfeldman@hollandhart.com

Hadassah (Dessa) Reimer
(Wyoming Bar No. 6-3825)
[*Pro Hac Vice Pending*]
Holland & Hart LLP
645 South Cache Street, Suite 100
Jackson, WY 83001
Telephone: (307) 734-4517
Email: hmreimer@hollandhart.com

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

STATE OF NEVADA, COLORADO
RIVER COMMISSION OF NEVADA, and
SOUTHERN NEVADA WATER
AUTHORITY,

Plaintiffs,

v.

DOUG BURGUM, in his official capacity as
Secretary of the Department of the Interior,
U.S. DEPARTMENT OF THE INTERIOR,

Case No. _____

**COMPLAINT FOR DECLARATORY
AND INJUNCTIVE RELIEF**

1 a federal agency, U.S. BUREAU OF)
 2 RECLAMATION, an agency withing the)
 3 U.S. Department of the Interior, and)
 4 AUBREY BETTENCOURT, in her official)
 capacity exercising the delegated authority of)
 the Commissioner of the U.S. Bureau of)
 Reclamation,)
 Defendants.)

7 The State of Nevada, Colorado River Commission of Nevada (“CRCN”), and Southern
 8 Nevada Water Authority (“SNWA”) (collectively, “Nevada”) bring this action for declaratory
 9 and injunctive relief against Doug Burgum, Secretary of the Department of the Interior (the
 10 “Secretary”); the Department of the Interior (“DOI”); U.S Bureau of Reclamation; and Aubrey
 11 J.D. Bettencourt, the Principal Deputy Commissioner (exercising the delegated authority of the
 12 Commissioner) for the U.S. Bureau of Reclamation (collectively, “Federal Defendants”).
 13 Nevada requests a declaration that the Federal Defendants’ (i) August 21, 2026 Record of
 14 Decision on the “Decision Framework for Colorado River Guidelines: Coordinated Operations
 15 of Lake Powell and Lake Mead (2027-2036),” (ii) Final Environmental Impact Statement for
 16 the Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead (July
 17 2026), and (iii) “Operating Guidelines, Colorado River Guidelines for Coordinated Operations
 18 of Lake Powell and Lake Mead, Operating Years 2027 and 2028” (August 2026) are in
 19 violation the Administrative Procedure Act (“APA”), 5 U.S.C. §§ 701-706, the National
 20 Environmental Policy Act (“NEPA”), 42 U.S.C. §§ 4321-4370h, and the Law of the River, as
 21 defined below, and request an injunction halting the implementation of same by the Federal
 22 Defendants and by anyone acting in concert or participation with the Federal Defendants to
 23 implement the same.

24 INTRODUCTION

25 1. On August 21, 2026, the Bureau of Reclamation (“Reclamation”) issued its
 26 Record of Decision (“ROD”) on the previously released (on July 31, 2026) Final
 27 Environmental Impact Statement for the Post-2026 Operational Guidelines and Strategies for
 28

1 Lake Powell and Lake Mead (“Final EIS”). The Colorado River Basin provides essential water
2 supplies to approximately 40 million people and nearly 5.5 million acres of agricultural lands.
3 The ROD and Final EIS challenged here establish new guidelines and management strategies
4 for the operation of Lake Powell and Lake Mead on the Lower Colorado River, to take effect
5 when current operating agreements expire in 2026. These strategies primarily focus on the
6 operation of Glen Canyon and Hoover Dams.

7 2. The Final EIS indicates that the federal action is intended to address the
8 following operational elements:

9 a. Identification of circumstances under which the Secretary would allocate
10 the annual amount of water available for consumptive use from Lake Mead to the Lower Basin
11 States (Arizona, California, and Nevada) at, below, or above 7.5 million acre-feet (“maf”),
12 pursuant to the Supreme Court Decree in *Arizona v. California*, 376 U.S. 340 (1964) (Final
13 Decree entered in 2006).

14 b. Coordinated operations of Lake Powell and Lake Mead, particularly
15 under low reservoir conditions.

16 c. Storage and delivery of conserved water in Lake Mead and/or Lake
17 Powell to increase the flexibility to meet water use needs from both reservoirs, including the
18 storage and delivery of non-system water; exchanges; and water conserved through
19 extraordinary measures by or for tribal, agricultural, or municipal entities.

20 3. Nevada’s Colorado River water allocation is critical to the stability and viability
21 of southern Nevada, including Nevada’s largest metropolitan area—the Las Vegas Valley.
22 Nevada’s share of Colorado River water is 300,000 acre-feet per year (“afy”), a relatively
23 meager 3.3% of the water apportioned to the Lower Basin States and Mexico. Importantly,
24 Nevada’s Colorado River supply accounts for 90% of all water used in the Las Vegas Valley
25 today. Nevada, through the Colorado River Commission of Nevada and Southern Nevada
26 Water Authority, submitted written comments and participated in extensive negotiations with
27 the U.S. Department of the Interior, Reclamation, and other Basin States regarding how to
28 equitably share diminishing Colorado River supplies and submitted detailed comments on the

1 January 16, 2026, Draft Environmental Impact Statement (“Draft EIS”) and again on the Final
2 EIS. *See* 91 Fed. Reg. 48,385 (July 31, 2026) (notice of availability of Final EIS).

3 4. Nevada and the other Lower Basin States submitted an alternative to the
4 proposed action for inclusion in the NEPA analysis that Plaintiffs maintain fully complies with
5 the Law of the River and better satisfies the purpose and need of the proposed action than the
6 preferred alternative in the Final EIS. Federal Defendants failed to consider and carry forward
7 the Lower Basin States’ alternative. Instead, the Final EIS and ROD authorize the Secretary of
8 the Interior to impose on Nevada an annual reduction of 213,556 acre-feet at a 3.6 maf
9 shortage, which constitutes approximately 71% of Nevada’s Colorado River entitlement.
10 Furthermore, the federal defendants failed to analyze critical components of the Law of the
11 River that would lessen the shortage burden of the entire Lower Basin. The magnitude of such
12 shortages will cause acute environmental, socioeconomic, and health and human safety impacts
13 to southern Nevada. Federal Defendants failed to consider such impacts in any meaningful
14 way in the Final EIS.

15 **JURISDICTION AND VENUE**

16 5. The action arises under the Administrative Procedure Act, 5 U.S.C. §§ 701–706,
17 the National Environmental Policy Act, 42 U.S.C. §§ 4321–4370h, and the Law of the River
18 (as described below). It is brought pursuant to 28 U.S.C. § 1331 (federal question jurisdiction)
19 and 5 U.S.C. §§ 701–706 (APA).

20 6. An actual controversy exists between the parties within the meaning of 28
21 U.S.C. § 2201(a), and this Court may grant declaratory relief, injunctive relief, and other relief
22 pursuant to 28 U.S.C. §§ 1361, 2201–2202, and 5 U.S.C. §§ 705–706.

23 7. Venue is proper under 28 U.S.C. § 1391(e)(1). This civil action is brought
24 against agencies of the United States and officers and employees of the United States acting in
25 their official capacities and under the color of legal authority, a substantial part of the events
26 giving rise to the claims occurred in the District of Nevada, and the Plaintiffs reside in Nevada.

27 8. The challenged actions are subject to judicial review under 5 U.S.C. §§ 702,
28 704, and 706.

THE PARTIES

9. Plaintiff STATE OF NEVADA (“Nevada”) is one of the seven Basin States with rights to Colorado River flows. Nevada is situated in the Lower Basin, along with California and Arizona.

10. Plaintiff COLORADO RIVER COMMISSION OF NEVADA (“CRCN”) is a state executive agency that manages and protects Nevada’s Colorado River allocation of water resources and electrical power. The Commission represents Nevada in negotiations with other Colorado River Basin states regarding basin-wide water shortages, conservation policies, and river operations. It has participated in negotiations with the U.S. Department of the Interior, the Bureau of Reclamation, and the other Basin States regarding post-2026 Colorado River operations and submitted detailed comments on the Draft EIS and the Final EIS.

11. Plaintiff SOUTHERN NEVADA WATER AUTHORITY (“SNWA”) is a regional, cooperative agency formed in 1991 as a political subdivision of Nevada to manage water treatment, delivery, conservation, and long-term water resources for the Las Vegas Valley. It comprises seven local water and wastewater agencies in the Las Vegas Valley. Collectively, the member agencies serve more than 40 million southern Nevada visitors every year and more than 2.3 million residents in Boulder City, Henderson, Las Vegas, North Las Vegas, and unincorporated areas of Clark County, Nevada. SNWA’s responsibilities include allocating and distributing among its member water providers Nevada’s Colorado River water allocation. On behalf of Nevada, SNWA has participated together with CRCN in negotiations with the U.S. Department of the Interior, the Bureau of Reclamation, and the other Basin States regarding post-2026 Colorado River operations and submitted detailed comments on the Draft EIS and the Final EIS.

12. Defendant DOUG BURGUM, United States Secretary of the Interior, is the highest-ranking official within the U.S. Department of the Interior and, in that capacity, and is ultimately responsible for implementing and complying with federal laws governing the operations of Lake Powell and Lake Mead. He is sued in his official capacity.

13. Defendant U.S. DEPARTMENT OF THE INTERIOR is the department within the executive branch that has supervisory control over the U.S. Bureau of Reclamation and is responsible for implementing and complying with federal laws relating to the operations of Lake Powell and Lake Mead.

14. Defendant U.S. BUREAU OF RECLAMATION is the agency within the Department of the Interior that is responsible for implementing and complying with federal laws relating to the operations of Lake Powell and Lake Mead.

15. Defendant AUBREY J.D. BETTENCOURT, the Principal Deputy Commissioner for the Bureau of Reclamation, exercising the delegated authority of the Commissioner of the Bureau of Reclamation, is responsible for implementing and complying with federal laws relating to the operations of Lake Powell and Lake Mead. She is sued in her official capacity.

LEGAL BACKGROUND

The Law of the River

16. The Colorado River is managed and operated under numerous compacts, treaties, federal laws, court decisions and decrees, contracts, and regulatory guidelines collectively known as the “Law of the River.” The Law of the River documents that underlie Nevada’s claims are set forth below.

17. The Colorado River Compact (“Compact”), negotiated among the seven Basin States in 1922, is the cornerstone of the Law of the River. The Compact divides the River into an Upper and Lower Basin, with the dividing point located at Lee Ferry Gaging Station in Arizona (“Lee Ferry”), upstream of the Grand Canyon and below Glen Canyon Dam and Lake Powell. The Upper Basin States (Colorado, Utah, Wyoming, and New Mexico) (also referred to as the “Upper Basin”) and Lower Basin States (Nevada, Arizona, and California) (also referred to as the “Lower Basin”) were each allocated half of the river flows, i.e., 7.5 maf of river water annually. The Compact has two additional provisions that impact the Upper Basin allocation. *First*, the Upper Basin must supply one half of the United States’ obligation to the Republic of Mexico (750,000 afy) when there is insufficient surplus water over and above the

1 amounts allocated to the Upper and Lower Basin under the Compact. *Second*, “[t]he States of
2 the Upper [Basin] will not cause the flow of the river at Lee Ferry to be depleted below an
3 aggregate of 75,000,000 acre-feet [75 maf] for any period of ten consecutive years reckoned in
4 continuing progressive series beginning with the first day of October next succeeding the
5 ratification of this compact.” Compact arts. III(c) & III(d). Pursuant to these provisions, and
6 provided there is insufficient surplus water in the system to fully satisfy the obligation to
7 Mexico, the Lower Basin States have the authority to make a “compact call,” i.e., request that
8 the Upper Basin take actions necessary to ensure that not less than 82.5 maf flow past Lee
9 Ferry in any 10-year period.

10 18. The Boulder Canyon Project Act of 1928 ratified the Colorado River Compact
11 and authorized construction of Hoover Dam. Pub. L. No. 70-642, 45 Stat. 1057 (1928)
12 (codified at 43 U.S.C. §§ 617-617t). In relevant part, it also presumptively approved a Lower
13 Basin compact that would apportion the Lower Basin’s 7.5 maf among Arizona (2.8 maf),
14 California (4.4 maf), and Nevada (0.3 maf), and gave the Secretary of the Interior the sole
15 authority to enter into contracts with users in the Lower Basin, which contracts the Secretary
16 thereafter issued in the same proportions.

17 19. Under the Mexican Water Treaty of 1944, 1.5 maf of Colorado River flows
18 were allocated to Mexico. Treaty Regarding Utilization of Waters of Colorado and Tijuana
19 Rivers and of the Rio Grande, U.S.-Mex., Feb. 3, 1944, 59 Stat. 1219, T.S. 994 (1944).

20 20. The Upper Colorado River Basin Compact of 1948 apportioned the flows
21 among the Upper Basin States of Colorado (51.75%), New Mexico (11.25%), Utah (23%), and
22 Wyoming (14%). It also apportioned 50,000 afy to Arizona because a portion of Arizona lies
23 geographically above Lee Ferry. Pub. L. No. 81-37, 63 Stat. 31.

24 21. In 1956, Congress passed the Colorado River Storage Project Act (“CRSPA”),
25 43 U.S.C. §§ 620-620o, which authorized a comprehensive water development plan for the
26 Upper Basin that included the construction of Glen Canyon Dam and other Upper Basin
27 facilities (Flaming Gorge Unit in Utah, Wayne N. Aspinall Unit in Colorado, and Navajo Unit
28

1 in New Mexico) (collectively the “CRSP Units”). Operation of the facilities in the CRSP Units
2 is governed by records of decision signed in 2006, 2012, and 2006, respectively.

3 22. In 1963, the U.S. Supreme Court decided *Arizona v. California*, 376 U.S. 340
4 (1963). The dispute in that case was over Arizona’s proposed use of tributary water from the
5 Gila River before it commingled with Colorado River flows outside of Arizona’s Colorado
6 River apportionment. The Supreme Court ruled that Lower Basin States have a right to
7 appropriate and use tributary flows before they reach the Colorado River. The Court also
8 confirmed the Lower Basin’s mainstream apportionments of 2.8 maf for Arizona, 4.4 maf for
9 California, and 0.3 maf for Nevada. The Court acknowledged Colorado River rights in
10 American Indian and other federal reservations.

11 23. In the Colorado River Basin Project Act of 1968 (“CRBPA”), Congress
12 authorized construction of the Central Arizona Project. Pub. L. No. 90-537, 82 Stat. 885
13 (1968) (codified at 43 U.S.C. §§ 1501-1556). Congress also directed the Secretary to prepare,
14 in consultation with the Basin States, annual long-range operating criteria (“LROC”) for the
15 Colorado River reservoir system. Pub. L. No. 90-537, Title VI, § 602, 82 Stat. 900 (codified at
16 43 U.S.C. § 1552(a)-(b)). The LROC can only be modified after consultation with the Basin
17 States and are required to be formally reviewed every five years. The LROC review process
18 requires public involvement.

19 24. In 1970, the Department of the Interior released its Criteria for Coordinated
20 Long-Range Operation of Colorado River Reservoirs, providing coordinated operations of
21 Lake Powell and Lake Mead. Article II(2) of that document states that the “objective shall be
22 to maintain a minimum release of water from Lake Powell of 8.23 [maf].” Modifications to
23 the operating criteria were made in 2005.

24 25. In 2006, the Supreme Court issued a consolidated decree in *Arizona v.*
25 *California*, 547 U.S. 150 (2006). Section II(B)(3) of that decree provides:

26 If insufficient mainstream water is available for release, as determined by the
27 Secretary of the Interior, to satisfy annual consumptive use of 7,500,000 acre-feet
28 in the aforesaid three States [Arizona, California, and Nevada], then the Secretary
of the Interior, after providing for satisfaction of present perfected rights in the

order of their priority dates without regard to state lines and after consultation with the parties to major delivery contracts and such representatives as the respective States may designate, may apportion the amount remaining available for consumptive use in such manner as is consistent with the Boulder Canyon Project Act as interpreted by the opinion of this Court herein, and with other applicable federal statutes, but in no event shall more than 4,400,000 acre-feet be apportioned for use in California including all present perfected rights.

Id. at 155-56.

26. In 2007, Reclamation finalized the Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead. The 2007 Interim Guidelines are considered by Reclamation to be an implementation of the LROC. In 2020, the 2007 Interim Guidelines underwent extensive formal review. By their terms, the guidelines are set to expire at the end of the 2026 operating year. Notice of Availability, 72 Fed. Reg. 9026 (Feb. 28, 2007).

National Environmental Policy Act

27. NEPA, 42 U.S.C. §§ 4321–4336f, is intended to ensure that agency decision makers are informed of the environmental effects of proposed federal actions and that relevant information is made available to the public so that it “may also play a role in both the decisionmaking process and the implementation of that decision.” *Robertson v. Methow Valley Citizens Council*, 490 U.S. 332, 349 (1989). NEPA “ensures that the agency and the public are aware of the environmental consequences of proposed projects. Properly applied, NEPA helps agencies to make better decisions and to ensure good project management.” *Seven County Infrastructure Coalition v. Eagle County*, 605 U.S. 168, 177 (2025).

28. NEPA’s twin aims are to ensure federal agencies “consider every significant aspect of the environmental impacts of a proposed action” and “inform the public that it has indeed considered environmental concerns in its decisionmaking process.” *Balt. Gas & Elec. Co. v. NRDC*, 462 U.S. 87, 97 (1983). NEPA established “a set of ‘action-forcing’ procedures that require that agencies take a ‘hard look’ at environmental consequences.” *Robertson*, 490 U.S. at 350 (citation omitted).

1 29. NEPA requires federal agencies to prepare an EIS for “major Federal actions
2 significantly affecting the quality of the human environment.” 42 U.S.C. § 4332(2)(C).

3 30. Among other things, the EIS must analyze the “reasonably foreseeable
4 environmental effects of the proposed agency action,” including “adverse” effects that “cannot
5 be avoided should the proposal be implemented”; “a reasonable range of alternatives to the
6 proposed action”; “the relationship between local short-term uses of man’s environment and
7 the maintenance and enhancement of long-term productivity”; and “any irreversible and
8 irretrievable commitments of Federal resources which would be involved in the proposed
9 agency action should it be implemented.” 42 U.S.C. § 4332(2)(C)(i)-(v).

10 31. NEPA requires that agencies “ensure the professional integrity, including
11 scientific integrity of the discussion and analysis in an [EIS],” “make use of reliable data and
12 resources in carrying out [NEPA],” and consistent with NEPA, “study, develop, and describe
13 technically and economically feasible alternatives.” 42 U.S.C. § 4332(2)(D)-(F).

14 32. In preparing alternatives, an agency must “study, develop, and describe
15 appropriate alternatives to recommended courses of action in any proposal which involves
16 unresolved conflicts concerning alternative uses of available resources.” 42 U.S.C.
17 § 4332(2)(H).

18 33. For an EIS, an agency must publish a notice of intent to prepare the EIS,
19 including “a request for public comment on alternatives or impacts and on relevant
20 information, studies, or analyses with respect to the proposed agency action.” 42 U.S.C.
21 § 4336a(c).

22 34. NEPA requires “to the fullest extent possible” that “the policies, regulations,
23 and public laws of the United States shall be interpreted and administered [by the agency] in
24 accordance with the policies set forth” in NEPA. 42 U.S.C. § 4332(1).

25 35. NEPA requires consideration of connected actions in a single NEPA document
26 if they are closely related. *See* U.S. Department of the Interior, Handbook of National
27 Environmental Policy Act Implementing Procedures, 516 DM 1, Appendix 1, § 11.8 (Feb.
28 2026) (“Dep’t of the Interior, 2026 NEPA Procedures”) (In making a significance

1 determination, the procedures require agencies to “consider, as appropriate to the proposed
2 action, any connected actions, the scope of the affected area (national, regional, or local),
3 reasonably foreseeable trends and planned actions within that area, and the affected area’s
4 natural and cultural resources.”).

5 36. NEPA requires that agencies “request the participation of each cooperating
6 agency at the earliest practicable time” and “give consideration to any analysis or proposal
7 created by a cooperating agency.” 42 U.S.C. § 4336a(a)(2)(B). A cooperating agency is a
8 federal, state, tribal, or local agency “that has jurisdiction by law or special expertise with
9 respect to any environmental impact involved in a proposal.” *Id.* § 4336a(a)(3).

10 **Administrative Procedure Act**

11 37. The APA, which applies to all federal agencies, provides the procedures
12 governing federal decisionmaking. 5 U.S.C. §§ 551-559.

13 38. The APA also waives sovereign immunity and allows persons or organizations
14 to challenge final agency actions in the federal courts. 5 U.S.C. §§ 702, 704.

15 39. The APA declares that a court shall hold unlawful and set aside agency actions
16 found to be arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with
17 law; in excess of statutory jurisdiction, authority, or limitations, or short of statutory right; or
18 without observance of procedures required by law. 5 U.S.C. § 706(2)(A), (C), (D).

19 40. Under the APA’s arbitrary and capricious standard of review, the agency “must
20 examine the relevant data and articulate a satisfactory explanation for its action,” including a
21 rational connection between the facts found and the choice made.” *Motor Vehicle Mfrs. Ass’n*
22 *v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43 (1983) (internal quotations omitted). An
23 agency action is arbitrary or capricious if the agency “has relied on factors which Congress has
24 not intended it to consider, entirely failed to consider an important aspect of the problem,
25 offered an explanation for its decision that runs counter to the evidence before the agency, or is
26 so implausible that it could not be ascribed to a difference in view or the project of agency
27 expertise.” *Id.*

FACTUAL ALLEGATIONS

Colorado River Management in Shortage Conditions

41. Since the Colorado River Compact was signed over 100 years ago, Colorado River flows have varied annually from 5.0 maf to 23.0 maf. Between 1906 and 2025, the average Colorado River flows at Lee Ferry were approximately 14.6 maf. The average annual flow at Lee Ferry from 2000 to 2025 was 12.3 maf. *See* Final EIS at 1-11 to 1-13.

42. Since 2000, the Colorado River Basin has been in a period of unprecedented and ongoing drought that has decreased available Colorado River flows.

43. In response to worsening drought conditions in the Colorado River Basin, in 2007, Reclamation finalized the Colorado River Interim Guidelines for Lower Basin Shortages and the Coordinated Operations for Lake Powell and Lake Mead. By their terms, the guidelines are set to expire at the end of the 2026 operating year.

44. In 2004, Reclamation adopted interim storage guidelines for Lake Powell, also in effect through 2026. Notice of Adoption of an Interim 602(a) Storage Guideline for Management of the Colorado River, 69 Fed. Reg. 28,945 (May 19, 2004).

45. Since the 2007 Interim Guidelines were issued, the Lower Basin States have made significant efforts to conserve Colorado River water that have reduced overall water use. Regardless, shortage conditions continue to persist and worsen. *E.g.*, Bureau of Reclamation, “July 2026 Most Probable 24-Month Study” (Jul. 15, 2026) (documenting that “historically dry conditions persisted in WY [water year] 2026 and reservoir conditions were projected to decline”).

46. In 2019, the Basin States collaborated on the development of two Drought Contingency Plans (“DCPs”)—the Upper Basin DCP and the Lower Basin DCP. The 2019 DCPs are supplemental to and in furtherance of the goals of the 2007 Interim Guidelines. Most provisions of the DCPs expire at the end of 2026.

Nevada’s Water Conservation Efforts

47. Nevada has a long and well-documented history of conserving water and reducing existing uses to protect the Colorado River. Nevada’s conservation measures include

(a) voluntarily conserving 3.0 maf leading up to 2026; (b) reducing water consumption from 325,000 acre-feet (105.9 billion gallons) in 2002 to 198,570 acre-feet (65 billion gallons) in 2025 despite an increase of 875,000 new residents; (c) establishing a new conservation goal of 86 gallons per capita per day by 2035; and (d) storing more than 2.2 million acre-feet of water for future use including approximately 900,000 acre-feet in Lake Mead, eleven times Nevada's 2025 consumptive Colorado River water use.

DOI's Proposed Colorado River Post-2026 Operational Guidelines

48. With the 2007 Interim Guidelines and most provisions of the DCPs set to expire during the 2026 operational year, Reclamation began efforts to negotiate and adopt a new set of guidelines for post-2026 operations of Lake Powell and Lake Mead.

49. On June 16, 2023, Reclamation issued the notice of intent to "Prepare an Environmental Impact Statement and Notice to Solicit Comments and Hold Public Scoping Meetings on the Development of Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead," 88 Fed. Reg. 39455 (June 16, 2023). The Lower Basin States submitted joint scoping comments regarding the same. *See* Letter to Reclamation from Lower Basin States, at 1 (Aug. 15, 2023). On October 20, 2023, Reclamation issued its notice of availability of its "Scoping Summary Report on the Development of Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead." 88 Fed. Reg. 72,535 (Oct. 20, 2023).

50. On January 17, 2025, Reclamation released a document entitled "Alternatives Report: Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead" (the "Alternatives Report"). In a February 13, 2025 letter to Reclamation regarding the Alternatives Report, the Lower Basin States submitted comments, emphasizing that "[t]he analysis and modeling of compliance with the Colorado River Compact of 1922 (the 'Compact') in all alternatives is mandatory pursuant to NEPA's informed decision-making and public disclosure requirements and is critical to understanding the real-world implications of each alternative. Doing so could encourage development of a consensus-based approach. However, Reclamation's failure to interpret and disclose application of the Law of the River,

1 particularly the implications of a likely Compact Call, falls short of the minimum requirements
2 of NEPA and leaves stakeholders to speculate regarding Reclamation's intentions regarding
3 future Colorado River operations during low-flow conditions."

4 51. In January 2026, Reclamation released its Draft EIS examining in detail five
5 alternatives for Colorado River reservoir operations. Notice of Availability, 91 Fed. Reg. 2131
6 (Jan. 16, 2026). No preferred alternative was identified. At the time, the Basin States were
7 negotiating a mutually agreeable plan for reservoir operation, and Reclamation hoped to adopt
8 a plan endorsed by the Basin States.

9 52. On March 2, 2026, Nevada submitted extensive comments on the Draft EIS.
10 Nevada pointed out that, since the onset of the drought, Nevada has made extraordinary efforts
11 to reduce its water use by 40% even as southern Nevada's population served by Colorado
12 River water increased by 875,000 people. **Exhibit A.** Nevada emphasized that this investment
13 in conservation must be fully credited as part of any final operating plan. Nevada also
14 identified a number of ways in which Reclamation's alternatives failed to meet the basic
15 requirements of the Law of the River for deliveries to the Lower Basin State in times of
16 shortage. Critically, Reclamation failed to adequately consider the detailed alternative
17 approach submitted by the Lower Basin States. Nevada also identified a number of
18 environmental and socioeconomic effects that were not adequately considered in
19 Reclamation's NEPA analysis.

20 53. The Basin States were unable to reach consensus regarding post-2026 reservoir
21 operations.

22 54. On July 31, 2026, Reclamation released the Final EIS and preferred alternative
23 for Colorado River Post-2026 Operations of Lake Powell and Lake Mead. 91 Fed. Reg. 48,385
24 (July 31, 2026). The Final EIS does not respond directly or in any meaningful way to key
25 portions of Nevada's comments on the Draft EIS.

26 55. The Final EIS details the preferred alternative, which Reclamation describes as
27 an adaptive approach that establishes a wide range of operations with flexibility to develop
28

1 operating guidelines that ensure reliable operations while responding to changing conditions
2 over the next 10 years.

3 56. On August 12, 2026, Nevada submitted comments on the Final EIS specifically
4 addressing legal deficiencies in Reclamation's Shortage Allocation Model as applied in the
5 preferred alternative. **Exhibit B.**

6 **Analysis of Protecting Infrastructure of Glen Canyon Dam**

7 57. The Final EIS identifies an operational constraint "common to all alternatives"
8 which limits releases from Lake Powell at elevations below 3,490 feet to protect infrastructure
9 at Glen Canyon Dam at low elevations. *See* Final EIS at 2-18 ("Releases from Glen Canyon
10 Dam may be unable to achieve the specified annual release volume when Lake Powell is below
11 elevation 3,490 feet due to infrastructure constraints."); Final EIS, Appx. A, at A-15 to A-16.

12 58. Once Lake Powell falls below 3,490 feet, releases are made through four river
13 outlet works. "[R]eleases below this elevation are constrained; extended operations through
14 the river outlet works may cause cavitation damage, tailrace scour and sediment deposition,
15 and could compromise the reliability and operational flexibility of Glen Canyon Dam and
16 affect the ability to meet critical downstream water supply needs." Final EIS, Technical
17 Appendix 3 (Hydrologic Resources), at 3-31, Table TA 3-2. "Infrastructure concerns
18 associated with the uncertainty of extended operations through the river outlet works as the
19 sole means of sustained water releases from Glen Canyon Dam include potential cavitation
20 damage to the outlet works pipes at low reservoir elevations, tailrace scour and sediment
21 deposition at the downstream base of the dam, and the potential for additional unknown issues
22 from operating the outlet works for extended periods. Any one of these factors could
23 compromise the reliability and operational flexibility of Glen Canyon Dam and affect the
24 ability to meet critical downstream water supply needs." Final EIS at 1-22.

25 59. Notwithstanding the above, Reclamation provides no analysis of measures to
26 adequately address defects in Glen Canyon Dam infrastructure, including quantification of
27 sustainable outlet capacity as Lake Powell drops, wear/failure risk analysis for frequent use,
28 contingency if some aspect of the dam must be taken out of service, and no discussion or

1 acknowledgement of Reclamation's obligations to make necessary repairs and modifications.
2 Nor does the Final EIS include reparations of the Glen Canyon Dam as a connected action, but
3 erroneously claims that infrastructure reparations can be addressed in separate NEPA
4 processes.

5 **Analysis of Socioeconomic Effects**

6 60. The Final EIS's analysis of socioeconomic effects focuses on impacts from
7 changes in agricultural production, impacts from changes in recreation use, and impacts to
8 ecosystem services and nonmarket values. Final EIS at 3-182. The Final EIS describes
9 ecosystems services and nonmarket values as benefits that are not reflected in market
10 transactions but that contribute to community well-being, cultural identity, and the recreational
11 experience, such as scenic quality, sense of place, ecological integrity, and cultural connections
12 to the Colorado River corridor. *Id.* at 3-186. Absent from the Final EIS is any evaluation of
13 the reasonably foreseeable direct, indirect, or cumulative socioeconomic effects to municipal
14 water users or municipal water agencies from decreased supply and water shortages. It
15 contains no analysis of the very real and dire economic effects to millions of municipal water
16 users if the taps are turned off or water use must be significantly curtailed.

17 61. For example, the Final EIS's section on population and land use effects
18 recognizes that "in some scenarios, municipalities could even find the need to pursue
19 alternative water sources or hauled water, if available, as an alternative to support continued
20 services." *Id.* at 3-210. Yet the socioeconomic section fails to consider the costs or other
21 effects of meeting municipal demands through the use of hauled water.

22 62. In addition, the Final EIS's consideration of socioeconomic effects in Nevada is
23 inappropriately limited to Clark County, *id.* at 3-182, overlooking the fact that water shortages
24 in Clark County, Nevada, which is the state's largest metropolitan area, will affect the entire
25 state. There is no acknowledgment that contraction of Clark County's economy has
26 implications for the economy of the state as a whole, including the functioning of state
27 government services on a broad scale.

28 63. The socioeconomic effects analysis also does not consider the greater financial

1 impact of reduced water deliveries on communities, such as those in southern Nevada, that
2 have already implemented extensive water-conservation measures to reduce per capita water
3 use, leaving fewer options for additional conservation, as compared to those communities
4 where water conservation has been less of a priority and thus have additional lower-cost
5 options to respond reduced to water deliveries.

6 64. While the Final EIS quantifies the potential economic losses in agricultural and
7 river-based recreation sectors from reduced water deliveries, *id.* at 3-189–191, it fails to
8 similarly quantify the potential economic losses caused by reduced water deliveries to
9 municipal and industrial users, including, for instance, costs that may result from changes to
10 bond ratings, increased borrowing costs, reductions in urban landscape/tree canopy, increased
11 extreme urban heat, and increased rate pressure on users. This disparate treatment allows the
12 Final EIS to obscure the full extent of economic and social costs to cities like Las Vegas, North
13 Las Vegas, Boulder City, and Henderson, Nevada. The area’s economy is roughly
14 \$180,000,000,000 annually, and water is needed to drive every dollar. Yet, there is no
15 meaningful analysis of what happens to Las Vegas, its residents, the environment, or southern
16 Nevada’s economy when 71% of its water supply disappears.

17 **Record of Decision and 2027-2028 Operating Guidelines**

18 65. On August 21, 2026, Reclamation issued its ROD. **Exhibit C.** Pursuant to the
19 ROD, Reclamation also issued Operating Guidelines for 2027 and 2028 (“2027-2028
20 Operating Guidelines”). **Exhibit D.**

21 66. The “Decision Framework” adopted by the ROD is intended to remain in effect
22 through the 2036 Operating Year “unless modified or superseded by subsequent Federal
23 action.” ROD at 30. Federal Defendants intend to implement the ROD through the issuance of
24 subsequent “Operating Guidelines” issued in two-year intervals unless the Secretary
25 determines a different number of years is appropriate.” *Id.* at 3.

26 67. The ROD contemplates that the Lower Basin States may recommend, as part of
27 the operational program, the creation and delivery of Intentionally Created Surplus (“ICS”)-
28

1 type programs, conservation pools and exchange mechanisms contingent on forbearance
2 agreements executed by the Lower Basin States.

3 68. The 2027-2028 Operating Guidelines governing operations of Lake Powell
4 establish three elevation ranges (Upper Elevation, Mid-Elevation, and Low Elevation
5 Infrastructure Protection) with corresponding annual release volumes between 6.0 maf and
6 8.23 maf. Federal Defendants intend that the initial annual volume chosen will maintain Lake
7 Powell elevation above 3,510 ft with adjusted releases down to a minimum of 5.0 maf.

8 69. The 2027-2028 Operating Guidelines further envision that additional releases
9 will be made from the CRSP Units, subject to hydrologic conditions, if Lake Powell releases
10 fall below 7.0 maf.

11 70. Regarding Lake Mead operations, the 2027-2028 Operating Guidelines call for
12 reductions of 1.25 maf (exclusive of reductions to Mexico) in 2027 and in 2028. If Lake Mead
13 elevations are projected to fall below 1,010 ft, Reclamation must consult and coordinate with
14 the Basin States, Basin Tribes, and other affected parties to consider potential actions
15 throughout the Basin to respond to and address hydrologic and operational conditions.

16 71. The 2027-2028 Operating Guidelines also contemplate a “federally managed
17 water resources pool” to meet federal firming or other federal obligations pursuant to
18 Congressionally authorized Indian water rights settlements and to provide limited tribal
19 shortage offsets up to 25% of reduced entitlements with a maximum water accumulation limit
20 of 450,000 acre-feet.

21 72. As a result of Federal Defendants’ issuance of the Final FEIS, ROD, and 2027-
22 2028 Operating Guidelines, Nevada stands to experience a shortfall of 213,556 acre-feet at a
23 3.6 maf shortage, which constitutes approximately 71% of Nevada’s Colorado River
24 entitlement. This shortfall will cause devastating environmental, socioeconomic, and health
25 and human safety impacts to southern Nevada and its citizens.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(Violation of the APA, NEPA, and the Law of the River: Failure to Interpret and Correctly Apply the Law of the River)

73. Nevada incorporates the prior allegations as if fully set forth herein.

74. NEPA requires “to the fullest extent possible” that “the policies, regulations, and public laws of the United States shall be **interpreted** and administered [by the agency] in accordance with the policies set forth” in NEPA. 42 U.S.C. § 4332(1) (emphasis added). Where an agency fails to identify, interpret, and apply applicable law that affects the analysis and outcome of the proposed action, courts hold that the agency’s decision is arbitrary and capricious. *See, e.g., Western Watersheds Project v. Kraayenbrink*, 632 F.3d 72, 493 (9th Cir. 2010) (by failing to “consider the impact of the Regulations . . . BLM entirely failed to consider an important aspect of the problem,” and therefore its no effect decision under the Endangered Species Act and NEPA analysis was arbitrary and capricious.).

75. While the Final EIS asserts that “Reclamation will follow all relevant provisions of federal law to implement the proposed federal action, including relevant provisions of the Law of the River,” Final EIS at R-4, Federal Defendants repeatedly state that they do not interpret the requirements imposed on the Federal Defendants pursuant to the Law of the River even though NEPA and the APA require the same. *See, e.g.,* Final EIS at R-2 (“[T]his EIS does not attempt to **interpret** specific questions related to the Law of the River.”) (emphasis added); *id.* at R-8 (“These modeling assumptions are not intended to **interpret** specific provisions of the Law of the River”) (emphasis added); *id.* at R-3 (“While differing interpretations exist regarding the scope and application of certain authorities, this EIS is not intended to resolve or opine on such legal interpretations.”); *id.* at R-21 (“the EIS does not resolve disputed legal interpretations” governing application of the Law of the River to the proposed action); *id.* at R-26 (“The EIS does not establish new **legal interpretations**, resolve contested questions about the 1922 Compact or other authorities, or modify existing governance frameworks.”) (emphases added).

1 76. Federal Defendants concede that the “EIS specifically includes a methodology
2 that is inconsistent with the Decree and CRBPA (i.e. distribution of reductions pro rata to all
3 entities that receive water from the mainstream in the Lower Basin pursuant to the Decree).”
4 *Id.* at R-10.

5 77. Federal Defendants concede that the EIS analysis did not identify “Compact
6 compliance assumptions.” FEIS at R-20 to R-21. But the Law of the River directs “[a]ll
7 Federal officers and agencies” to “comply” with the Compact “in the storage and release of
8 water from all reservoirs and in the operation and maintenance of all facilities in the Colorado
9 River system.” CRBPA § 601(a), (c), 43 U.S.C. § 1551(a), (c).

10 78. Federal Defendants further concede in the ROD that “differences exist with
11 respect to certain provisions contained in the Law of River and the proper application of those
12 provisions.” ROD at 38. Notwithstanding Federal Defendants’ recognition that they are bound
13 by the Law of the River, Federal Defendants expressly decline to interpret and apply the Law
14 of the River in the ROD and 2027-2028 Operating Guidelines, stating: “The terms of this
15 Decision Framework, and any Operating Guidelines issued pursuant to this Decision
16 Framework shall not represent interpretations of existing law by the Secretary or assert any
17 authority for the Secretary to deviate from the Law of the River, nor predetermine in any
18 manner the means of operation that the Secretary may adopt following this Decision
19 Framework.” *Id.* Remarkably, the bedrock Law of the River—the Colorado River Compact—
20 is referenced only one time in the ROD and not at all in the Operating Guidelines.

21 79. Consequently, decisionmakers and stakeholders are left to guess at how Federal
22 Defendants interpret and apply the Law of the River, which all agree governs the proposed
23 action. Not surprisingly given the lack of transparency, the Final EIS contains many instances
24 in which the approach taken in the ROD and preferred alternative *violate* the Law of the River.
25 The following paragraphs provide several examples.

26 80. The Shortage Allocation Model fails to treat state apportioned shortages as co-
27 equal—as reflected in Final EIS, Appendix C, Table C-6, and Final EIS, Chapter 2, Tables 2-3
28 (2027-2028 Shortage Distribution) and 2-4 (2029-2060 Shortage Distribution)—under the

theory that present perfected rights holders would be impacted at shortages less than 3.27 maf because of the provision of the Colorado River Basin Project Act (“CRBPA”) shifting California’s responsibility for shortages to Arizona until the Central Arizona Project flows are reduced to zero. Federal Defendants’ implicit interpretation directly violates the CRBPA, which explicitly requires that “[w]ater users in the State of Nevada shall not be required to bear shortages in any proportion greater than would have been imposed in the absence of [the shortage shifting provision].” CRBPA § 301(b), 43 U.S.C. § 1521(b).

81. Federal Defendants failed to consider the exercise of authority to operate the CRSP Units (Flaming Gorge, Blue Mesa, and Navajo Reservoirs) in compliance with the Law of the River and NEPA. Even though “the proposed federal action has, from the outset, contemplated the use of CRSP Upper Initial Units” (including “outside those RODs, if necessary”), Federal Defendants failed to update the prior NEPA analysis associated with the existing RODs or to modify the RODs governing operations of the CRSP Units. *See* FEIS at R-4 to R-5.0

82. Furthermore, even though any operations of the CRSP Units to address the purpose and need of the proposed action constitute a connected action, Federal Defendants erroneously claimed authority to undertake “separate NEPA processes” regarding the same. *Id.* at R-5 (“Proactively changing operations of CRSP Upper Initial Units beyond their existing RODs, along with other connected actions, is not part of the proposed action and can be analyzed through separate NEPA processes if warranted.”). *See* CRSPA § 4, 43 U.S.C. § 620c (“All units and participating projects shall be subject to the apportionments of the use of water between the Upper and Lower Basins of the Colorado River and among the States of the Upper Basin fixed in the Colorado River Compact and the Upper Colorado River Basin Compact[.]”).

83. None of the alternatives comply with the Law of the River, or the 1970 Long-Range Operating Criteria, which remain in effect notwithstanding issuance of the ROD.

84. Federal Defendants failed to describe under the preferred alternative (as well as under each alternative carried forward in the NEPA analysis) what additional authority Federal Defendants would need to meet the purpose and need and to comply with the Law of the River.

85. Federal Defendants failed to consider an alternative based on seeking modifications of LROC. FEIS at R-4.

86. Federal Defendants failed to comply with 43 C.F.R. Part 417 (“Procedural Methods for Implementing Colorado River Water Conservation Measures with Lower Basin Contractors and Others”) in connection with the development of the alternatives considered and carried forward in the EIS.

87. For all of these reasons, Federal Defendants’ actions and omissions regarding the proposed action violate NEPA and are arbitrary, capricious, an abuse of discretion, not in accordance with law, without observance of procedure required by law, and in excess of statutory jurisdiction, authority, or limitations, within the meaning of the APA, 5 U.S.C. § 706, entitling Plaintiffs to the relief requested below.

**SECOND CAUSE OF ACTION
(Violation of the APA and NEPA:**

Failure to Consider a Reasonable Range of Alternatives)

88. Nevada incorporates the prior allegations as if fully set forth herein.

89. NEPA requires that agencies prepare a detailed EIS that analyzes “a reasonable range of alternatives to the proposed agency action . . . that are technically and economically feasible, and meet the purpose and need of the proposal.” 42 U.S.C. § 4332(2)(C)(iii). In such analysis, agencies shall “utilize a systematic, interdisciplinary approach which will ensure the integrated use of the natural and social sciences and the environmental design arts in planning and in decisionmaking which may have an impact on man’s environment.” *Id.* § 4332(2)(A). Moreover, NEPA requires that agencies “study, develop, and describe appropriate alternatives to recommend courses of action in any proposal which involves unresolved conflicts concerning alternative uses of available resources.” *Id.* § 4332(2)(E).

90. Federal Defendants have failed to consider and analyze a reasonable range of alternatives to the proposed action, as required by NEPA and Department of the Interior NEPA procedures. Examples of Federal Defendants’ failure to adequately consider and

1 analyze a range of reasonable alternatives to the proposed action include but are not limited to
2 the following:

- 3 a. Failure to consider a true and legally sufficient “no action” alternative that
4 accurately reflects baseline conditions;
- 5 b. Advancing an impermissibly narrow purpose and need statement that
6 inappropriately constrained consideration of a reasonable range of alternatives;
- 7 c. Failure to consider and carry forward in the NEPA analysis the Lower Basin
8 States’ Alternative, and to consider whether it better meets the purpose and need
9 for the proposed action and better complies with the Law of the River;
- 10 d. Failure to consider a long-term alternative or connected action to address Glen
11 Canyon’s infrastructure limitations;
- 12 e. Failure to consider an engineered solution alternative to address Glen Canyon’s
13 infrastructure limitations without burdening and adversely impacting Lower
14 Basin water users;
- 15 f. Failure to consider an alternative consisting of both voluntary and mandatory
16 conservation measures and reductions applicable to both the Upper Basin States
17 and Lower Basin States;
- 18 g. Failure to consider *any* mandatory conservation measures or specific voluntary
19 conservation measures while assuming without any basis “that voluntary
20 conservation targets would be achieved.” *See* FEIS at R-6;
- 21 h. Failure to consider under each alternative Lake Mead’s Protection Pool and
22 Conservation Reserve and interrelationships with intentionally created surplus
23 accounts;
- 24 i. Failure to consider under each alternative Nevada’s contractual rights to
25 withdraw Lake Mead water during dead-pool conditions;
- 26 j. Failure to adequately and transparently consider the effects of evaporation and
27 consider under each alternative equitable reductions of evaporation and storage
28 losses;

- k. Failure to consider under any alternative conservation opportunities available now or that could become available to Mexico;
- l. Failure to consider under any alternative measures to equitably reduce water distributions during low-flow conditions between the Upper Basin States and Lower Basin States;
- m. Failure to consider a phased alternative that implements short-term and long-term measures to meet the purpose and need of the proposed action.

91. For all of these reasons, Federal Defendants’ actions and omissions regarding the proposed action violate NEPA and are arbitrary, capricious, an abuse of discretion, not in accordance with law, without observance of procedure required by law, and in excess of statutory jurisdiction, authority, or limitations, within the meaning of the APA, 5 U.S.C. § 706, entitling Plaintiffs to the relief requested below.

**THIRD CAUSE OF ACTION
(Violation of the APA and NEPA:
Failure to Adequately Consider Environmental Effects)**

92. Nevada incorporates the prior allegations as if fully set forth herein.

93. NEPA requires Federal Defendants to prepare an environmental impact statement for all “major Federal actions significantly affecting the quality of the human environment” and that the EIS analyze all “reasonably foreseeable environmental effects of the proposed agency action” and “any reasonably foreseeable adverse environmental effects which cannot be avoided should the proposal be implemented.” 42 U.S.C. § 4332(2)(C)(i)-(ii).

94. Federal Defendants have failed to consider and analyze all reasonably foreseeable environmental effects of the proposed action and all reasonably foreseeable adverse environmental effects that cannot be avoided should the proposal be implemented. Examples of Federal Defendants’ failure to adequately consider and analyze all reasonably foreseeable environmental effects include but are not limited to the following:

- a. Failure to consider economic, population, and land-use impacts on Nevada and its citizens;

- b. Failure to consider public health and safety impacts on Nevada and its citizens;
- c. Failure to consider protection of Lake Mead infrastructure and impacts to hydropower generation;
- d. Failure to consider impacts on Nevada arising from greater reliance on groundwater resources resulting from shortage allocations;
- e. Failure to consider impacts to Nevada's cultural and tribal resources; and
- f. Failure to consider a reasonably foreseeable "compact call" and the Secretary's obligations pursuant to the Law of the River and associated adverse environmental effects of the same;

95. Federal Defendants failed to disclose modeling assumptions and methodologies used to evaluate water deliveries and reservoir operations, including the reliability of water deliveries under low-flow conditions.

96. Federal Defendants failed to consider effects of each alternative on Nevada's reliance on the storage and delivery of conserved water in Lake Mead and/or Lake Powell, as well as the storage and delivery of non-system water; exchanges; and water conserved through extraordinary measures by or for tribal, agricultural, or municipal entities.

97. Federal Defendants concede that the Draft EIS's "choice to use Decision Making under Deep Uncertainty (DMDU)" and other methodologies lacked sufficient transparency and clarity to comply with NEPA. *See* FEIS at R-16, R-31 ("We agree with commenters that the Draft EIS was insufficient in the description and interpretation of results."). Federal Defendants failed to adequately address these and other deficiencies and improve the clarity of the NEPA analysis in the Final FEIS.

98. Federal Defendants failed to utilize and disclose an appropriate methodology, including sensitivity analyses, of the operational elements needed to analyze the effects of the range of alternatives in compliance with NEPA. Similarly, Federal Defendants excessively relied on qualitative analysis when quantitative analysis would have been more valuable to stakeholders and decisionmakers based on available data and methodology.

1 99. For all of these reasons, Federal Defendants’ actions and omissions regarding
 2 the proposed action violate NEPA and are arbitrary, capricious, an abuse of discretion, not in
 3 accordance with law, without observance of procedure required by law, and in excess of
 4 statutory jurisdiction, authority, or limitations, within the meaning of the APA, 5 U.S.C. § 706,
 5 entitling Plaintiffs to the relief requested below.

6
 7 **FOURTH CAUSE OF ACTION**
 8 **(Violation of the APA, NEPA, and CRBPA:**
 9 **Failure to Respond to Comments)**

10 100. Nevada incorporates the prior allegations as if fully set forth herein.

11 101. NEPA requires that “[e]ach notice of intent to prepare an environmental impact
 12 statement . . . shall include a request for public comment on alternatives or impacts and on
 13 relevant information, studies, or analyses with respect to the proposed agency action.” 42
 14 U.S.C. § 4336a(c). Once solicited, “an EIS has a duty to assess, consider, and respond to all
 15 comments[.]” (emphasis in original)). *Oregon Nat’l Res. Council v. Marsh*, 52 F.3d 1485,
 16 1490 (9th Cir. 1995); *Ohio v. EPA*, 603 U.S. 279, 293–94 (2024); Dep’t of the Interior, 2026
 17 NEPA Procedures, at 11 (Feb. 2026) (requiring “meaningful public comment” as soon as
 18 practicable in the NEPA process to prepare an EIS); CRPBA § 602(b), 43 U.S.C. § 1552(b)
 19 (requiring public review and comment on criteria for the coordinated long-range operation of
 20 the Colorado River reservoirs).

21 102. Final EIS Appendix R (Response to Public Comments) provides a thematic
 22 summary and response to some but not all public comments, but largely overlooks the vast
 23 majority of Nevada’s and other comments or provides no response at all.

24 103. For all of these reasons, Federal Defendants’ actions and omissions regarding
 25 the proposed action violate NEPA and are arbitrary, capricious, an abuse of discretion, not in
 26 accordance with law, without observance of procedure required by law, and in excess of
 27 statutory jurisdiction, authority, or limitations, within the meaning of the APA, 5 U.S.C. § 706,
 28 entitling Plaintiffs to the relief requested below.

**FIFTH CAUSE OF ACTION
(Violation of the APA and NEPA:
Failure to Adequately Analyze Mitigation Measures)**

104. Nevada incorporates the prior allegations as if fully set forth herein.

105. NEPA “requires bureaus to consider reasonable mitigation measures,” and that the ROD “[i]dentify mitigation measures and any associated monitoring and enforcement plans that have been selected to be implemented.” *E.g.*, Dep’t of the Interior, 2026 NEPA Procedures, at 6, 47 (Feb. 2026). Mitigation measures include “stipulations, conditions, or best management practices . . . designed to reduce or preclude adverse environmental effects that are required to . . . conform to applicable legal requirements, as well as any such design elements the applicant may volunteer to include.” *Id.* at 6. “The environmental effects of mitigation measures can be reviewed either as elements of alternatives or in a separate discussion of mitigation.” *Id.*

106. Federal Defendants failed to adequately and accurately define or analyze mitigation measures, and the effectiveness of those measures, as required by NEPA and the Department of the Interior NEPA procedures.

107. For all of these reasons, Federal Defendants’ actions and omissions regarding the proposed action violate NEPA and are arbitrary, capricious, an abuse of discretion, not in accordance with law, without observance of procedure required by law, and in excess of statutory jurisdiction, authority, or limitations, within the meaning of the APA, 5 U.S.C. § 706, entitling Plaintiffs to the relief requested below.

**SIXTH CAUSE OF ACTION
(Violation of the APA and NEPA:
Failure to Designate States and Local Governments as Cooperating Agencies)**

108. Nevada incorporates the prior allegations as if fully set forth herein.

109. NEPA requires that agencies “request the participation of each cooperating agency at the earliest practicable time” and “give consideration to any analysis or proposal created by a cooperating agency.” 42 U.S.C. § 4336a(a)(2)(B). A cooperating agency is a

1 federal, state, tribal, or local agency “that has jurisdiction by law or special expertise with
2 respect to any environmental impact involved in a proposal.” *Id.* § 4336a(a)(3).

3 110. Federal Defendants failed to invite the participation of state, regional, or local
4 Nevada governmental entities as cooperating agencies. Plaintiffs have significant technical
5 expertise in the environmental effects of Colorado River management on Nevada’s resources,
6 and a deep understanding of the importance of Nevada’s Colorado River apportionment to the
7 economic stability of not only Clark County, but affected communities throughout Nevada.
8 Federal Defendants did not avail themselves of this expertise, information, and participation.

9 111. For all of these reasons, Federal Defendants’ actions and omissions regarding
10 the proposed action violate NEPA and are arbitrary, capricious, an abuse of discretion, not in
11 accordance with law, without observance of procedure required by law, and in excess of
12 statutory jurisdiction, authority, or limitations, within the meaning of the APA, 5 U.S.C. § 706,
13 entitling Plaintiffs to the relief requested below.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Nevada respectfully requests that the Court:

- 16 A. Declare that the Federal Defendants are in violation of the APA, NEPA, and the
17 Law of the River.
- 18 B. Vacate Federal Defendants’ August 21, 2026 ROD on the “Decision Framework
19 for Colorado River Guidelines: Coordinated Operations of Lake Powell and Lake Mead (2027-
20 2036).”
- 21 C. Vacate Federal Defendants’ Final EIS for the Post-2026 Operational Guidelines
22 and Strategies for Lake Powell and Lake Mead (July 2026).
- 23 D. Vacate Federal Defendants’ “Operating Guidelines, Colorado River Guidelines
24 for Coordinated Operations of Lake Powell and Lake Mead, Operating Years 2027 and 2028”
25 (August 2026).
- 26 E. Enjoin the Federal Defendants’ implementation of the ROD and the Operating
27 Guidelines until such time as Federal Defendants comply with the APA, the Law of the River,
28 and NEPA.

F. Issue such additional relief as Nevada subsequently requests or that the Court may deem just, proper, and equitable.

DATED this 24th day of August, 2026.

AARON FORD
Attorney General

By: /s/ Michelle D. Briggs (with permission)
Michelle D. Briggs (Bar No. 7617)
Special Counsel
State of Nevada
Office of the Attorney General
1 State of Nevada Way, Suite 100
Las Vegas, Nevada 89119
Telephone: (702) 486-3809
Facsimile: (702) 486-3906
mbriggs@ag.nv.gov

*Attorneys for State of Nevada and Colorado
River Commission of Nevada*

Gregory J. Walch (Bar. No. 4780)
General Counsel
Southern Nevada Water Authority
1001 S. Valley View Blvd.
Las Vegas, NV 89153
Telephone: (702) 258-7155
greg.walch@lvvwd.com

By: /s/ Sarah C. Bordelon
Sarah C. Bordelon
(Nevada Bar No. 14683)
Holland & Hart LLP
5470 Kietzke Lane, Suite 100
Reno, NV 89511
Telephone: (775) 327-3011
scbordelon@hollandhart.com

Craig Galli
(Utah Bar No. 5072)
[Pro Hac Vice Pending]
Holland & Hart LLP
222 S. Main St, Suite 2200
Salt Lake City, UT 84101
Telephone (801) 799-5800
cgalli@hollandhart.com

HOLLAND & HART LLP
5470 KIETZKE LANE, SUITE 100
RENO, NV 89511

HOLLAND & HART LLP
5470 KIETZKE LANE, SUITE 100
RENO, NV 89511

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Murray Feldman
(Idaho Bar No. 4097)
[Pro Hac Vice Pending]
Holland & Hart LLP
800 W. Main St, Suite 1750
Boise, ID 83702
Telephone: (208) 342-5000
mfeldman@hollandhart.com

Hadassah (Dessa) Reimer
(Wyoming Bar No. 6-3825)
[Pro Hac Vice Pending]
Holland & Hart LLP
645 South Cache Street, Suite 100
Jackson, WY 83001
Telephone: (307) 734-4517
hmreimer@hollandhart.com

*Attorneys for the Southern Nevada Water
Authority*

EXHIBIT INDEX

EXHIBIT	DESCRIPTION	# OF PAGES
A	State of Nevada's Comments on the Colorado River Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead Draft Environmental Impact Statement (March 2, 2026)	
B	State of Nevada's Comments on the Shortage Allocation Model Set Forth in the Colorado River Post-2026 Operational Guidelines and Strategies for Lake Powell and Lake Mead Final Draft Environmental Impact Statement (Aug. 12, 2026)	
C	DOI, Office of the Secretary, Record of Decision, Decision Framework for Colorado River Guidelines: Coordinated Operations of Lake Powell and Lake Mead (2027–2036), July 2026 Final Environmental Impact Statement (Aug. 21, 2026)	
D	DOI, Office of the Secretary, Operating Guidelines, Colorado River Guidelines for Coordinated Operations of Lake Powell and Lake Mead, Operating Years 2027 and 2028 (Aug. 21, 2026)	

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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: *For Possible Action:* Consideration of an application from Southern Nevada Water Authority and EMD Acquisition LLC, d/b/a Borman Specialty Materials requesting approval of a change to the holder of an entitlement to appropriate water from the Colorado River pursuant to NRS 538.171 and NRS 538.181.

RELATED TO AGENDA ITEM:

None.

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

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background

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

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

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

Under the Agreement, Borman will assign 310 acre-feet of its entitlement to SNWA, and LVVWD will authorize the City of Henderson to provide water service to Borman's service area.

The Commission has authority under NRS and NAC Chapters 538 to approve changes in holders of Colorado River water entitlements. It is anticipated that, following the Commission's approval of the application, the Bureau of Reclamation will amend the 1969 Section 5 Water Delivery Contract to reduce Borman's entitlement by 310 acre-feet and will amend SNWA's contract to increase its entitlement by the same amount, while retaining Borman's priority date.

B. Staff recommendation

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

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

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

This Application for Recommendation to Approve Adjustments to Certain Nevada Section 5 Contract Entitlement Holders (Application) is filed jointly by the Southern Nevada Water Authority (SNWA) and EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation) (BORMAN) pursuant to NRS 538.171(2), NRS 538.181, and NAC 538.075 to 538.330, inclusive, in connection with the enclosed Agreement Relating to Colorado River Contract Rights Owned by Borman Specialty Materials (Water Agreement) by and between BORMAN, the Las Vegas Valley Water District (LVVWD), and SNWA.

In summary, the Water Agreement provides, among other things, that in exchange for LVVWD authorizing water service to BORMAN by the City of Henderson within LVVWD's Service Territory, BORMAN will assign 310 acre-feet of BORMAN's water rights under Bureau of Reclamation (BOR) Contract No. 14-06-300-2083 to SNWA, pursuant to the Water Agreement's terms. To effect the transaction, BOR has indicated it will, upon receiving a favorable recommendation from the Colorado River Commission of Nevada, draft the appropriate assignment documents, reduce BORMAN's ownership of Contract No. 14-06-300-2083 by 310 acre-feet, and increase SNWA's BOR Contract 2-07-30-W0266 by an equivalent amount while maintaining the priority date of the BORMAN contract.

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

Please let us know if you have any questions.

Respectfully submitted,

**SOUTHERN NEVADA WATER
AUTHORITY**

By: 
Gregory Walch (Aug 17, 2026 11:18:11 PDT)

Name: Gregory Walch

Title: General Counsel

Date: Aug 17, 2026

BORMAN SPECIALTY MATERIALS

By: 
William Golden (Aug 17, 2026 16:37:09 EDT)

Name: William Golden

Title: Director

Date: Aug 17, 2026

EXHIBIT B

AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED BY BORMAN SPECIALTY MATERIALS

This Agreement Relating to Colorado River Contract Rights Owned by EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (“Agreement”), is made and entered into as of the Effective Date (as such term is defined below) by EMD Acquisition LLC, a Nevada limited liability company, d/b/a Borman Specialty Materials (successor-in-interest to American Potash & Chemical Corporation) (“BORMAN”), the Las Vegas Valley Water District, a political subdivision of the State of Nevada (“LVVWD”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“SNWA”), and together with BORMAN and LVVWD, the “Parties”).

RECITALS

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

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

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

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

AGREEMENT

1 DEFINITIONS

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

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

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

1.3 "Assigned Water Rights Type 1" means 300 acre-feet of BORMAN's 1969 Water Rights that BORMAN will convey to SNWA pursuant to this Agreement, which is the amount of BORMAN's expected annual water use within the BORMAN Service Area plus an amount of annual water use BORMAN reasonably believes sufficient for potential expansion of its existing or future operations within the BORMAN Service Area, including those of BORMAN's subsidiaries, joint ventures, partnerships or tenants within the BORMAN Service Area.

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

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

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

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

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

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

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

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

2 OBLIGATIONS OF BORMAN

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

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

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

3 OBLIGATIONS OF SNWA AND LVVWD

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

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

fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to BORMAN's exercise of license rights hereunder.

3.3 BORMAN's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to BORMAN or to BORMAN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon BORMAN's written notice of default, and provided SNWA does not restore such service within thirty (30) days of BORMAN's written notice of default, BORMAN may require that SNWA reconvey to BORMAN, through an instrument the substance and form of which is acceptable to BORMAN, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to BORMAN, or to BORMAN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of BORMAN Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event BORMAN conveys its fee ownership interest in all or any portion of the BORMAN Service Area to a third party that will require water service from the City, BORMAN shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of BORMAN. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, BORMAN agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that BORMAN shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If BORMAN considers a sale of any portion of the Retained Water Rights, BORMAN agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that BORMAN has undertaken certain measures to reduce its demand for water both prior to and after BORMAN paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for BORMAN (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that BORMAN will be refunded that portion of the RCC attributable to the volume of water BORMAN will ultimately not be using as a result of its permanently reduced demand for its operations at the BORMAN Service Area, as those operations exist as of the Effective Date, and that BORMAN will not be required to pay an additional RCC to convert the temporary water service to permanent

water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including BORMAN, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that BORMAN has substantially reduced its water demands and will refund to BORMAN the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, BORMAN acknowledges that BORMAN and/or BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the BORMAN Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, BORMAN may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. BORMAN shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the BORMAN Service Area that will foreseeably lead to an increase in BORMAN's water use (or that of BORMAN's subsidiaries, joint ventures, partnerships or tenants operating within the BORMAN Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by BORMAN and/or BORMAN's subsidiaries, joint ventures, partnerships or tenants within the BORMAN Service Area), BORMAN shall, to the extent the Assigned Water Right Type 1 or 2 are insufficient to cover the new or expended uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expended uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for BORMAN to (a) construct improvements that enable BORMAN to connect to the water facilities of City or HWC, or (b) operate, maintain, add

to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to BORMAN, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with BORMAN's ability or that of BORMAN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the BORMAN Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, BORMAN agrees to enter into an agreement with City related to City's provision of water to BORMAN, either directly or through HWC's Water Delivery System, for use within the BORMAN Service Area.

5 INDEMNITY

5.1 BORMAN Indemnity. BORMAN shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to BORMAN, a BORMAN subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by BORMAN or a BORMAN subsidiary, joint venture, partnership or tenant ("BORMAN's Indemnity"). BORMAN's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for

any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. BORMAN shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by AdobeSign and/or in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same

Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, Nevada 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, Nevada 89153
Email: greg.walch@lvvwd.com

If To BORMAN:

Borman Specialty Materials
Attn: Travis Starling
560 W. Lake Mead Parkway
Henderson, Nevada 89015
email: travis.starling@bormansm.com

With a copy to:

William J. Golden, Esq.
c/o Borman Specialty Materials
560 W. Lake Mead Parkway
Henderson, Nevada 89015
Email: wjgolden@bormansm.com

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement,

unless otherwise specified. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:

Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson

[Brent Gunson \(Aug 20, 2026 17:56:32 PDT\)](#)
Gregory J. Walch
General Counsel

LVVWD:

Las Vegas Valley Water District,
a political subdivision of the State of Nevada

By: _____
John J. Entsminger
General Manager

APPROVED AS TO FORM:

Brent Gunson

[Brent Gunson \(Aug 20, 2026 17:56:32 PDT\)](#)
Gregory J. Walch
General Counsel

BORMAN:

EMD Acquisition LLC, a Nevada limited liability company,
d/b/a Borman Specialty Materials

William Golden
By: [William Golden \(Aug 24, 2026 15:28:17 EDT\)](#)

William Golden
Director

Exhibit A

BORMAN Service Area

[Attached]



**BEFORE THE
COLORADO RIVER COMMISSION OF NEVADA**

In the Matter Of:

**Joint Application to Change Holder
of the Entitlement to Appropriate
Water
Brought by Southern Nevada Water
Authority and Borman Specialty
Materials**

**ORDER APPROVING CHANGE TO
SECTION 5 ENTITLEMENT HOLDER**

At a regularly called meeting of the Colorado River Commission of Nevada ("Commission") on July 14, 2026, a public hearing was held pursuant to NRS 538.171, NRS 538.181, and NAC 538.075 to NAC 538.330, inclusive to consider the Application for Recommendation to Approve Adjustments to Certain Nevada Section 5 Contract Entitlement Holders (the "Application") brought by Southern Nevada Water Authority ("SNWA") and EMD Acquisition LLC, a Nevada limited liability company d/b/a Borman Specialty Materials ("BORMAN") (attached hereto at Exhibit A).

PRESENT: Chairwoman Puoy K. Premsrirut
Vice Chairwoman Kara J. Kelley
Commissioner Marilyn Kirkpatrick
Commissioner George Caan
Commissioner Dan H. Stewart
Commissioner Cody T. Winterton
Commissioner Steve Walton
Executive Director Eric Witkoski

I. BACKGROUND

BORMAN holds an entitlement to appropriate Colorado River water pursuant to a contract with the United States Department of the Interior, Bureau of Reclamation ("Reclamation") and the Commission under Contract No. 14-06-300-2083 dated September 18, 1969 (the Contract for Delivery of Water to Basic Management, Inc.), as

amended (hereinafter “1969 Section 5 Water Delivery Contract”).¹ BORMAN received its water allocation through an agreement with Basic Water Company (“BWC”) until BWC filed for bankruptcy protection in 2022. At that time, the infrastructure necessary for BWC to pump water from Lake Mead was inoperable. BWC negotiated a temporary water delivery contract with Las Vegas Valley Water District (“LVVWD”) to continue water service to BORMAN from the City of Henderson. As part of its bankruptcy plan, BWC assigned its contracts with the Commission to Henderson WC, LLC (“HWC”), but HWC has not improved the failed infrastructure and still cannot pump water from Lake Mead to serve BORMAN.

BORMAN, SNWA and LVVWD are parties to that certain “Agreement Relating to Colorado River Contract Rights owned by Borman Specialty Materials” (hereinafter, “Water Assignment Agreement”) to ensure BORMAN’s future delivery of water. A copy of the Water Assignment Agreement is attached to the Application at Exhibit A. Under the Water Assignment Agreement, BORMAN will assign a portion of its water entitlement to SNWA and in turn LVVWD will authorize the City of Henderson to service BORMAN’s water needs. SNWA and BORMAN now seek the Commission’s approval to change the entitlement holder of a portion of BORMAN’s allocation to SNWA which would act as a recommendation to Reclamation to prepare the necessary transfer documents.

For good cause appearing, the Commission finds the following.

II. FINDINGS OF FACT

1. On September 17, 2026, a public hearing was held in the above-entitled matter in compliance with the provisions of the Nevada Open Meeting Law Chapter 241 of

¹ “Section 5” refers to Section 5 of the Boulder Canyon Project Act of 1928 (Public Law 70-642, 45 Stat. 1057) which governs federal contracts for water delivery from the Colorado River.

Nevada Revised Statutes (NRS), NRS 538 and Chapter 538 of the Nevada Administrative Code (NAC).

2. BORMAN produces electrolytic manganese dioxide and other specialty chemicals within the Black Mountain Industrial Complex and owns real property defined as the “BORMAN Service Area” attached to the Water Assignment Agreement.

3. SNWA acquires, treats and distributes water to water utilities in Clark County, Nevada.

4. Under the 1969 Section 5 Water Delivery Contract, as successor-in-interest to American Potash & Chemical Corporation, BORMAN’s water entitlement currently consists of 703 acre-feet per year.

5. Under the Water Assignment Agreement, BORMAN agrees to transfer 310 acre-feet to SNWA and LVVWD will authorize the City of Henderson to provide water service to BORMAN’s Service Area (as defined in the Water Assignment Agreement attached to the Application at Exhibit A).

6. BORMAN will use approximately 300 acre-feet for its current and potential future expansion of its business operations, and 10 acre-feet may be used by a third-party purchaser of real property within BORMAN’s Service Area.

7. The Water Assignment Agreement provides for restrictions on future transfers, within the SNWA Boundary (as defined in the Water Assignment Agreement) or the service territories of its member agencies, of the retained portion of BORMAN’s water entitlement; such that the entitlement shall be subject to conservation-based Colorado River use restrictions as applicable at the time of any such future transfer.

8. SNWA holds an entitlement to appropriate Colorado River water pursuant to a contract with Reclamation and the Commission under Contract No. 2-07-30-W0266 dated

March 2, 1992 (Contract with the Southern Nevada Water Authority, Nevada, for the Delivery of Colorado River Water) (hereinafter “SNWA Section 5 Water Delivery Contract”).

9. BORMAN’s 1969 Section 5 Water Delivery Contract will be amended to reduce BORMAN’s water right entitlement by 310 acre-feet, and the SNWA Section 5 Water Delivery Contract will be amended to increase SNWA’s water right entitlement in the amount of 310 acre-feet with such entitlement maintaining BORMAN’s priority date.

10. With approval from the Commission, Reclamation will prepare the necessary amendments to the 1969 Section 5 Water Delivery Contract and SNWA Section 5 Water Delivery Contract.

11. The Commission has authority from NRS and NAC Chapters 538 to approve applications to change entitlement holders of Colorado River water.

III. FINDINGS, CONCLUSIONS AND ORDER

Based on the foregoing, the Commission makes the following findings and conclusions, and orders as follows.

12. The Commission shall receive, protect and safeguard and hold in trust for the State of Nevada all water and water rights, and all other rights, interests or benefits in and to the waters described in NRS 538.041 to 538.251, inclusive pursuant to NRS 538.171.

13. The Commission’s actions on the Application constitute the recommendation of the State of Nevada to the United States for the purposes of any federal action on the matter required by law.

14. The Commission holds and administers all rights and benefits pertaining to the distribution of water mentioned in NRS 538.041 to 538.251, inclusive, for the State of Nevada pursuant to NRS 538.171.

15. As required by NRS 538.171, when considering the Application, the Commission shall apply the criteria set forth in NRS 533.370, which are the criteria used by the State Engineer when considering applications for a permit to appropriate water.

16. NRS 533.370 identifies criteria for the approval of applications by the State Engineer which, in part, requires the water be put to beneficial use by showing proof satisfactory to the State Engineer of the applicant's: (1) Intention in good faith to construct any work necessary to apply the water to the intended beneficial use with reasonable diligence; and (2) Financial ability and reasonable expectation actually to construct the work and apply the water to the intended beneficial use with reasonable diligence.

17. Furthermore, NRS 533.370 requires that the State Engineer reject applications if the proposed use or change conflicts with existing rights or with protectable interests or threatens to prove detrimental to the public interest.²

18. In applying the criteria in NRS 533.370, the Nevada Supreme Court adopted the anti-speculation doctrine finding that the doctrine comports with the language and goals of NRS 533.370. See *Bacher v Office of State Engineer, State of Nevada*, 122 Nev. 1110, 1119-20, 146 P.3d 793, 799 (2006).

19. The anti-speculation doctrine precludes speculative water right acquisitions without a showing of beneficial use.

20. The criteria protect against speculation by requiring a showing of financial ability and a reasonable expectation with respect not only to constructing any work needed to apply the water, but also to apply the water to the intended beneficial use with reasonable diligence. See *Bacher*, 122 Nev. at 1120 (citations omitted).

² NRS 533.370 includes additional criteria not applicable to the Application.

21. Applying those criteria here, changing the holder of the entitlement from BORMAN to SNWA satisfies the criteria in NRS 533.370 and the anti-speculation doctrine as SNWA has its own Section 5 Water Delivery Contract and the water will be put to beneficial use through its existing water delivery infrastructure.

22. Additionally, changing the entitlement holder from BORMAN to SNWA will not conflict with existing rights or protectable interests or threaten to prove detrimental to the public interest.

After due deliberation and good cause appearing therefore, it is hereby **ORDERED**:

1. The Application is **APPROVED** in accordance with NRS 538.171 which shall serve as a recommendation of the State of Nevada to the United States for the purpose of amending the 1968 Section 5 Water Delivery Contract to decrease BORMAN's allocation by 310 acre-feet and amending the SNWA Section 5 Water Delivery Contract to increase SNWA's allocation by the same amount.

2. The Chair of the Commission shall have authority to sign any documents prepared by Reclamation to effectuate the transfer of the water entitlement, including, without limitation, the amendments to the 1968 Section 5 Water Delivery Contract and the SNWA Section 5 Water Delivery Contract.

3. The change to entitlement holder shall not change the priority date for the transferred 310 acre-feet which shall remain the same as if it were still held by BORMAN.

4. Commission staff shall cause to be published the notice required by NRS 538.181(4). The parties to the Application shall pay for the publication. This Order shall be final once the notice and objection process concludes.

IT IS SO ORDERED.

Dated this ____ day of September, 2026.

COLORADO RIVER COMMISSION OF NEVADA

Puoy K. Premsrut
Chairwoman

Exhibit A
Application for Recommendation to Approve Adjustments to Certain Nevada
Section 5 Contract Entitlement Holders

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: *For Possible Action:* Consideration of an application from the Southern Nevada Water Authority and Lhoist North America of Arizona, Inc., requesting approval of a change in the holder of an entitlement to appropriate water from the Colorado River pursuant to NRS 538.171 and NRS 538.181.

RELATED TO AGENDA ITEM:

None.

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

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

A. Background

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

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

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

Under the Agreement, Lhoist will assign 50 acre-feet of its entitlement to SNWA, and LVVWD will authorize the City of Henderson to provide water service to Lhoist's service area.

The Commission has authority under NRS and NAC Chapters 538 to approve changes in holders of Colorado River water entitlements. It is anticipated that, following the Commission's approval of the application, the Bureau of Reclamation will amend the 1969 Section 5 Water Delivery Contract to reduce Lhoist entitlement by 50 acre-feet and will amend SNWA's contract to increase its entitlement by the same amount, while retaining Lhoist's priority date.

B. Staff recommendation

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

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

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

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

In summary, the Water Agreement provides, among other things, that in exchange for LVVWD authorizing water service to LHOIST by the City of Henderson within LVVWD's Service Territory, LHOIST will assign 50 acre-feet of LHOIST's water rights under Bureau of Reclamation (BOR) Contract No. 14-06-300-2083 to SNWA, pursuant to the Water Agreement's terms. To effect the transaction, BOR has indicated it will, upon receiving a favorable recommendation from the Colorado River Commission of Nevada, draft the appropriate assignment documents, reduce LHOIST's ownership of Contract No. 14-06-300-2083 by 50 acre-feet, and increase SNWA's BOR Contract 2-07-30-W0266 by an equivalent amount while maintaining the priority date of the LHOIST contract.

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

Please let us know if you have any questions.

Respectfully submitted,

**SOUTHERN NEVADA WATER
AUTHORITY**

By: Gregory J. Walch
Gregory J. Walch (Aug 11, 2026 11:29:45 PDT)

Name: Gregory J. Walch

Title: General Counsel

Date: Aug 11, 2026

**LHOIST NORTH AMERICA OF
ARIZONA, INC.**

By: Chris Burr
Chris Burr (Aug 11, 2026 15:03:42 EDT)

Name: Chris Burr

Title: Senior Associate General Counsel

Date: Aug 11, 2026

EXHIBIT B

**AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED
BY LHOIST NORTH AMERICA OF ARIZONA, INC.**

This Agreement Relating to Colorado River Contract Rights Owned by Lhoist North America of Arizona, Inc. (“Agreement”), is made and entered into as of the Effective Date (as such term is defined below) by Lhoist North America of Arizona, Inc., an Arizona corporation authorized to do business in Nevada (successor in interest to The Flintkote Company) (“LHOIST”), the Las Vegas Valley Water District, a political subdivision of the State of Nevada (“LVVWD”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“SNWA”), and together with LHOIST and LVVWD, the “Parties”).

RECITALS

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

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

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

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

AGREEMENT

1 DEFINITIONS

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

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

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

1.3 "Assigned Water Rights Type 1" means fifty (50) acre-feet of LHOIST's 1969 Water Rights that LHOIST will convey to SNWA pursuant to this Agreement, which is the amount of LHOIST's expected annual water use within the LHOIST Service Area plus an amount of annual water use LHOIST reasonably believes sufficient for potential expansion of its existing or future operations within the LHOIST Service Area, including those of LHOIST's subsidiaries, joint ventures, partnerships or tenants within the LHOIST Service Area.

1.4 "Assigned Water Rights Type 2" means zero (0) acre-feet of LHOIST's 1969 Water Rights that LHOIST will convey to SNWA to hold for the benefit of LHOIST pursuant to this Agreement, which is the amount of annual water use that LHOIST reasonably believes sufficient for any real property that is located within the LHOIST Service Area and that, after the Effective Date, the fee title to which is conveyed by LHOIST to a third party.

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

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

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

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

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

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

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

2 OBLIGATIONS OF LHOIST

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

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

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

3 OBLIGATIONS OF SNWA AND LVVWD

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

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

arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to LHOIST's or HWC's exercise of license rights hereunder.

3.3 LHOIST's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to LHOIST or to LHOIST's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon LHOIST's written notice of default, and provided SNWA does not restore such service within thirty (30) days of LHOIST's written notice of default, LHOIST may require that SNWA reconvey to LHOIST, through an instrument the substance and form of which is acceptable to LHOIST, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to LHOIST, or to LHOIST's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of LHOIST Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event LHOIST conveys its fee ownership interest in all or any portion of the LHOIST Service Area to a third party that will require water service from the City, LHOIST shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of LHOIST. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, LHOIST agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that LHOIST shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If LHOIST considers a sale of any portion of the Retained Water Rights, LHOIST agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that LHOIST has undertaken certain measures to reduce its demand for water both prior to and after LHOIST paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for LHOIST (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that LHOIST will be refunded that portion of the RCC attributable to the volume of water LHOIST will ultimately not be using as a result of its permanently reduced demand for its operations at the LHOIST Service Area, as those operations exist as of the Effective Date, and that LHOIST will

not be required to pay an additional RCC to convert the temporary water service to permanent water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including LHOIST, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that LHOIST has substantially reduced its water demands and will refund to LHOIST the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, LHOIST acknowledges that LHOIST and/or LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the LHOIST Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, LHOIST may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. LHOIST shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the LHOIST Service Area that will foreseeably lead to an increase in LHOIST's water use (or that of LHOIST's subsidiaries, joint ventures, partnerships or tenants operating within the LHOIST Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by LHOIST and/or LHOIST's subsidiaries, joint ventures, partnerships or tenants within the LHOIST Service Area), LHOIST shall, to the extent the Assigned Water Right Type 1 or 2 are insufficient to cover the new or expended uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expanded uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for LHOIST to (a) construct improvements that enable LHOIST to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to LHOIST, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with LHOIST's ability or that of LHOIST's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the LHOIST Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, LHOIST agrees to enter into an agreement with City related to City's provision of water to LHOIST, either directly or through HWC's Water Delivery System, for use within the LHOIST Service Area.

5 INDEMNITY

5.1 LHOIST Indemnity. LHOIST shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to LHOIST, a LHOIST subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by LHOIST or a LHOIST subsidiary, joint venture, partnership or tenant ("LHOIST's Indemnity"). LHOIST's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-

in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. LHOIST shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by AdobeSign and/or in one or more counterparts, each of which when so signed and delivered shall

be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: Greg.walch@lvvwd.com

If To LHOIST:

Attn: Vice President/General Manager, West Division
Lhoist North America of Arizona, Inc.
2475 Village View Drive
Suite 160
Henderson, NV 89074

With a copy to:

Attention: Legal Department
Lhoist North America, Inc.
5600 Clearfork Main Street
Suite 300
Fort Worth, Texas 76109

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice

to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

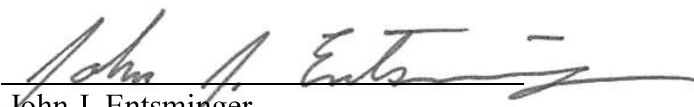
6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

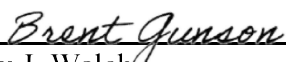
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:

Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: 
John J. Entsminger
General Manager

APPROVED AS TO FORM:

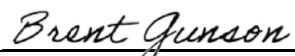

Gregory J. Walch
General Counsel

LVVWD:

Las Vegas Valley Water District,
a political subdivision of the State of Nevada

By: 
John J. Entsminger
General Manager

APPROVED AS TO FORM:


Gregory J. Walch
General Counsel

LHOIST:

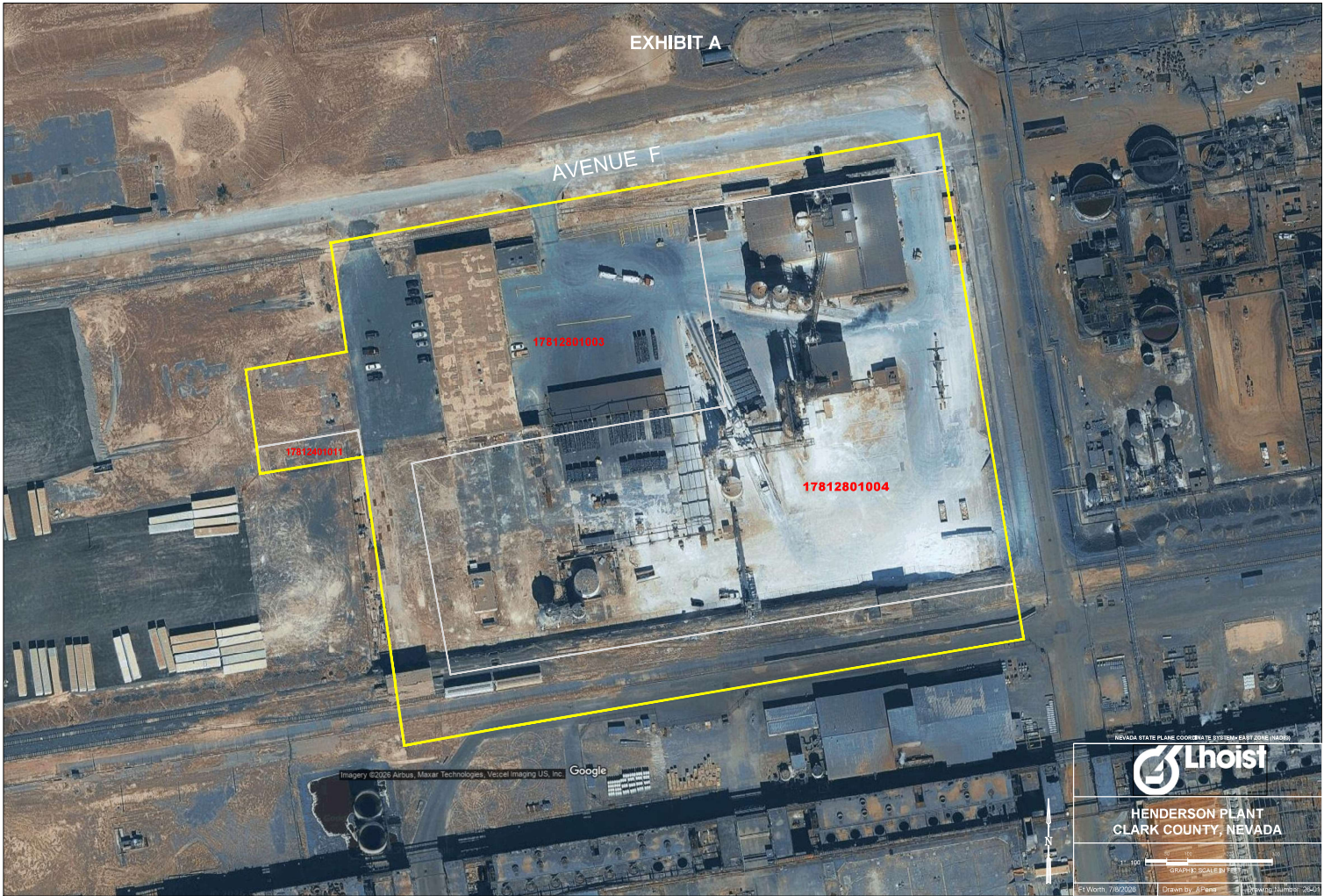
Lhoist North America of Arizona Inc.,
an Arizona Corporation

By: 
Name: T. S. Danner
Title: Vice President & General Manager - West

Exhibit A

LHOIST Service Area

[Attached]



**BEFORE THE
COLORADO RIVER COMMISSION OF NEVADA**

In the Matter Of:

**Joint Application to Change Holder
of the Entitlement to Appropriate
Water
Brought by Southern Nevada Water
Authority and Lhoist North America
of Arizona, Inc.**

**ORDER APPROVING CHANGE TO
SECTION 5 ENTITLEMENT HOLDER**

At a regularly called meeting of the Colorado River Commission of Nevada ("Commission") on July 14, 2026, a public hearing was held pursuant to NRS 538.171, NRS 538.181, and NAC 538.075 to NAC 538.330, inclusive to consider the Application for Recommendation to Approve Adjustments to Certain Nevada Section 5 Contract Entitlement Holders (the "Application") brought by Southern Nevada Water Authority ("SNWA") and Lhoist North America of Arizona, Inc., an Arizona corporation ("LHOIST") (attached hereto at Exhibit A).

PRESENT: Chairwoman Puoy K. Premsrirut
Vice Chairwoman Kara J. Kelley
Commissioner Marilyn Kirkpatrick
Commissioner George Caan
Commissioner Dan H. Stewart
Commissioner Cody T. Winterton
Commissioner Steve Walton
Executive Director Eric Witkoski

I. BACKGROUND

LHOIST holds an entitlement to appropriate Colorado River water pursuant to a contract with the United States Department of the Interior, Bureau of Reclamation ("Reclamation") and the Commission under Contract No. 14-06-300-2083 dated September 18, 1969 (the Contract for Delivery of Water to Basic Management, Inc.), as

amended (hereinafter “1969 Section 5 Water Delivery Contract”).¹ LHOIST received its water allocation through an agreement with Basic Water Company (“BWC”) until BWC filed for bankruptcy protection in 2022. At that time, the infrastructure necessary for BWC to pump water from Lake Mead was inoperable. BWC negotiated a temporary water delivery contract with Las Vegas Valley Water District (“LVVWD”) to continue water service to LHOIST from the City of Henderson. As part of its bankruptcy plan, BWC assigned its contracts with the Commission to Henderson WC, LLC (“HWC”), but HWC has not improved the failed infrastructure and still cannot pump water from Lake Mead to serve LHOIST.

LHOIST, SNWA and LVVWD are parties to that certain “Agreement Relating to Colorado River Contract Rights owned by Lhoist North America of Arizona, Inc.” (hereinafter, “Water Assignment Agreement”) to ensure LHOIST’s future delivery of water. A copy of the Water Assignment Agreement is attached to the Application at Exhibit A. Under the Water Assignment Agreement, LHOIST will assign a portion of its water entitlement to SNWA and in turn LVVWD will authorize the City of Henderson to service LHOIST’s water needs. SNWA and LHOIST now seek the Commission’s approval to change the entitlement holder of a portion of LHOIST’s allocation to SNWA which would act as a recommendation to Reclamation to prepare the necessary transfer documents. For good cause appearing, the Commission finds the following.

II. FINDINGS OF FACT

1. On September 17, 2026, a public hearing was held in the above-entitled matter in compliance with the provisions of the Nevada Open Meeting Law Chapter 241 of

¹ “Section 5” refers to Section 5 of the Boulder Canyon Project Act of 1928 (Public Law 70-642, 45 Stat. 1057) which governs federal contracts for water delivery from the Colorado River.

Nevada Revised Statutes (NRS), NRS 538 and Chapter 538 of the Nevada Administrative Code (NAC).

2. LHOIST operates an industrial mineral processing facility within the Black Mountain Industrial Complex and owns real property defined as the “LHOIST Service Area” attached to the Water Assignment Agreement.

3. SNWA acquires, treats and distributes water to water utilities in Clark County, Nevada.

4. Under the 1969 Section 5 Water Delivery Contract, as successor-in-interest to The Flintkote Company, LHOIST’s water entitlement currently consists of 84 acre-feet per year.

5. Under the Water Assignment Agreement, LHOIST agrees to transfer 50 acre-feet to SNWA and LVVWD will authorize the City of Henderson to provide water service to LHOIST’s Service Area (as defined in the Water Assignment Agreement attached to the Application at Exhibit A).

6. LHOIST will use approximately 50 acre-feet for its current and potential future expansion of its business operations within LHOIST’s Service Area.

7. The Water Assignment Agreement provides for restrictions on future transfers, within the SNWA Boundary (as defined in the Water Assignment Agreement) or the service territories of its member agencies, of the retained portion of LHOIST’s water entitlement; such that the entitlement shall be subject to conservation-based Colorado River use restrictions as applicable at the time of any such future transfer.

8. SNWA holds an entitlement to appropriate Colorado River water pursuant to a contract with Reclamation and the Commission under Contract No. 2-07-30-W0266 dated March 2, 1992 (Contract with the Southern Nevada Water Authority, Nevada, for the

Delivery of Colorado River Water) (hereinafter “SNWA Section 5 Water Delivery Contract”).

9. LHOIST’s 1969 Section 5 Water Delivery Contract will be amended to reduce LHOIST’s water right entitlement by 50 acre-feet, and the SNWA Section 5 Water Delivery Contract will be amended to increase SNWA’s water right entitlement in the amount of 50 acre-feet with such entitlement maintaining LHOIST’s priority date.

10. With approval from the Commission, Reclamation will prepare the necessary amendments to the 1969 Section 5 Water Delivery Contract and SNWA Section 5 Water Delivery Contract.

11. The Commission has authority from NRS and NAC Chapters 538 to approve applications to change entitlement holders of Colorado River water.

III. FINDINGS, CONCLUSIONS AND ORDER

Based on the foregoing, the Commission makes the following findings and conclusions, and orders as follows.

12. The Commission shall receive, protect and safeguard and hold in trust for the State of Nevada all water and water rights, and all other rights, interests or benefits in and to the waters described in NRS 538.041 to 538.251, inclusive pursuant to NRS 538.171.

13. The Commission’s actions on the Application constitute the recommendation of the State of Nevada to the United States for the purposes of any federal action on the matter required by law.

14. The Commission holds and administers all rights and benefits pertaining to the distribution of water mentioned in NRS 538.041 to 538.251, inclusive, for the State of Nevada pursuant to NRS 538.171.

15. As required by NRS 538.171, when considering the Application, the

Commission shall apply the criteria set forth in NRS 533.370, which are the criteria used by the State Engineer when considering applications for a permit to appropriate water.

16. NRS 533.370 identifies criteria for the approval of applications by the State Engineer which, in part, requires the water be put to beneficial use by showing proof satisfactory to the State Engineer of the applicant's: (1) Intention in good faith to construct any work necessary to apply the water to the intended beneficial use with reasonable diligence; and (2) Financial ability and reasonable expectation actually to construct the work and apply the water to the intended beneficial use with reasonable diligence.

17. Furthermore, NRS 533.370 requires that the State Engineer reject applications if the proposed use or change conflicts with existing rights or with protectable interests or threatens to prove detrimental to the public interest.²

18. In applying the criteria in NRS 533.370, the Nevada Supreme Court adopted the anti-speculation doctrine finding that the doctrine comports with the language and goals of NRS 533.370. *See Bacher v Office of State Engineer, State of Nevada*, 122 Nev. 1110, 1119-20, 146 P.3d 793, 799 (2006).

19. The anti-speculation doctrine precludes speculative water right acquisitions without a showing of beneficial use.

20. The criteria protect against speculation by requiring a showing of financial ability and a reasonable expectation with respect not only to constructing any work needed to apply the water, but also to apply the water to the intended beneficial use with reasonable diligence. *See Bacher*, 122 Nev. at 1120 (citations omitted).

21. Applying those criteria here, changing the holder of the entitlement from

² NRS 533.370 includes additional criteria not applicable to the Application.

LHOIST to SNWA satisfies the criteria in NRS 533.370 and the anti-speculation doctrine as SNWA has its own Section 5 Water Delivery Contract and the water will be put to beneficial use through its existing water delivery infrastructure.

22. Additionally, changing the entitlement holder from LHOIST to SNWA will not conflict with existing rights or protectable interests or threaten to prove detrimental to the public interest.

After due deliberation and good cause appearing therefore, it is hereby **ORDERED**:

1. The Application is **APPROVED** in accordance with NRS 538.171 which shall serve as a recommendation of the State of Nevada to the United States for the purpose of amending the 1968 Section 5 Water Delivery Contract to decrease LHOIST's allocation by 50 acre-feet and amending the SNWA Section 5 Water Delivery Contract to increase SNWA's allocation by the same amount.

2. The Chair of the Commission shall have authority to sign any documents prepared by Reclamation to effectuate the transfer of the water entitlement, including, without limitation, the amendments to the 1968 Section 5 Water Delivery Contract and the SNWA Section 5 Water Delivery Contract.

3. The change to entitlement holder shall not change the priority date for the transferred 50 acre-feet which shall remain the same as if it were still held by LHOIST.

4. Commission staff shall cause to be published the notice required by NRS 538.181(4). The parties to the Application shall pay for the publication. This Order shall be final once the notice and objection process concludes.

IT IS SO ORDERED.

Dated this ____ day of September, 2026.

COLORADO RIVER COMMISSION OF NEVADA

Puoy K. Premsrut
Chairwoman

Exhibit A
Application for Recommendation to Approve Adjustments to Certain Nevada
Section 5 Contract Entitlement Holders

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: <i>For Possible Action:</i> Consideration of an application from Southern Nevada Water Authority and Pioneer Americas LLC, d/b/a Olin Chlor Alkali Products and Vinyls, requesting approval of a change to the holder of an entitlement to appropriate water from the Colorado River pursuant to NRS 538.171 and NRS 538.181.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: the Commission approve the application for the transfer.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

A. Background

Pioneer Americas LLC, d/b/a Olin Chlor Alkali Products and Vinyls (Olin) holds an entitlement to Colorado River water pursuant to a contract with the United States Department of the Interior, Bureau of Reclamation, under Contract No. 14-06-300-2083, dated September 18, 1969, as amended (1969 Section 5 Water Delivery Contract).

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

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

Under the Agreement, Olin will assign 410 acre-feet of its entitlement to SNWA, and LVVWD will authorize the City of Henderson to provide water service to Olin's service area.

The Commission has authority under NRS and NAC Chapters 538 to approve changes in holders of Colorado River water entitlements. It is anticipated that, following the Commission's approval of the application, the Bureau of Reclamation will amend the 1969 Section 5 Water Delivery Contract to reduce Olin entitlement by 410 acre-feet and will amend SNWA's contract to increase its entitlement by the same amount, while retaining Olin's priority date.

B. Staff recommendation

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

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

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

This Application for Recommendation to Approve Adjustments to Certain Nevada Section 5 Contract Entitlement Holders (Application) is filed jointly by the Southern Nevada Water Authority and Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls (successor-in-interest to Stauffer Chemical Company) pursuant to NRS 538.171(2), NRS 538.181, and NAC 538.075 to 538.330, inclusive, in connection with the enclosed Agreement Relating to Colorado River Contract Rights Owned by Olin Chlor Alkali Products and Vinyls (Water Agreement) by and between Olin Chlor Alkali Products and Vinyls (OLIN), the Las Vegas Valley Water District (LVVWD), and the Southern Nevada Water Authority (SNWA).

In summary, the Water Agreement provides, among other things, that in exchange for LVVWD authorizing water service to OLIN by the City of Henderson within LVVWD's Service Territory, OLIN will assign 410 acre-feet of OLIN's water rights under Bureau of Reclamation (BOR) Contract No. 14-06-300-2083 to SNWA, pursuant to the Water Agreement's terms. To effect the transaction, BOR has indicated it will, upon receiving a favorable recommendation from the Colorado River Commission of Nevada, draft the appropriate assignment documents, reduce OLIN's ownership of Contract No. 14-06-300-2083 by 410 acre-feet, and increase SNWA's BOR Contract 2-07-30-W0266 by an equivalent amount while maintaining the priority date of the OLIN contract.

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

Please let us know if you have any questions.

Respectfully submitted,

**SOUTHERN NEVADA WATER
AUTHORITY**

By: Gregory Walch
Gregory Walch (Jul 28, 2026 18:22:47 PDT)

Name: Gregory Walch

Title: General Counsel

Date: Jul 28, 2026

**OLIN CHLOR ALKALI PRODUCTS AND
VINYL**

By: Deon Carter
Deon Carter (Jul 28, 2026 21:54:15 EDT)

Name: Deon Carter

Title: President

Date: Jul 28, 2026

EXHIBIT B

**AGREEMENT RELATING TO COLORADO RIVER CONTRACT RIGHTS OWNED
BY OLIN CHLOR ALKALI PRODUCTS AND VINYLs**

This Agreement Relating to Colorado River Contract Rights Owned by Olin Chlor Alkali Products and Vinyls (“Agreement”), is made and entered into as of the Effective Date (as such term is defined below) by Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin Chlor Alkali Products and Vinyls (successor-in-interest to Stauffer Chemical Company) (“OLIN”), the Las Vegas Valley Water District, a political subdivision of the State of Nevada (“LVVWD”), and the Southern Nevada Water Authority, a political subdivision of the State of Nevada (“SNWA”), and together with OLIN and LVVWD, the “Parties”).

RECITALS

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

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

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

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

AGREEMENT

1 DEFINITIONS

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

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

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

1.3 "Assigned Water Rights Type 1" means 400 acre-feet of OLIN's 1969 Water Rights that OLIN will convey to SNWA pursuant to this Agreement, which is the amount of OLIN's expected annual water use within the OLIN Service Area plus an amount of annual water use OLIN reasonably believes sufficient for potential expansion of its existing or future operations within the OLIN Service Area, including those of OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area.

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

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

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

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

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

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

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

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

2 OBLIGATIONS OF OLIN

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

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

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

2.4 Authorized Transfer to Nightpeak Only. Notwithstanding anything to the contrary in this Agreement, including without limitation Section 2.3 (Restrictions on the Use and Transfer of Retained Water Rights):

- (a) OLIN shall have the one-time right to Transfer up to two hundred fifty (250) acre-feet of Retained Water Rights (the “Nightpeak Water Rights”) solely and exclusively to Nightpeak Energy, Saguaro Power, or Thornbloom Power LLC, but only if the entity acquiring the Nightpeak Water Rights, or an entity directly or indirectly controlling, controlled by, or under common control with such acquiring entity, owns or holds a valid written leasehold interest in the real property currently occupied by Saguaro Power in the BMI Complex for Saguaro Power’s existing or successor power-generation or related industrial operations. Nightpeak Energy, Saguaro Power, or Thornbloom Power LLC, as applicable, is referred to herein as “Nightpeak”.
- (b) The Transfer of the Nightpeak Water Rights shall not be subject to the conservation-based Colorado River use restrictions set forth in Section 2.3, and OLIN shall not be required to (i) impose such restrictions on Nightpeak, or (ii) provide notice or recordation intended to bind Nightpeak to such restrictions; provided that the Transfer of the Nightpeak Water Rights is consummated within six (6) months following the Effective Date of this Agreement. Any portion of the 250 acre-feet not Transferred to Nightpeak within such period shall thereafter be subject to the terms of this Agreement, including Section 2.3.
- (c) For the avoidance of doubt, the authorization and exemption set forth in this Section 2.4 apply only to a Transfer of the Nightpeak Water Rights to Nightpeak that is consummated within the six (6)-month period described in Section 2.4(b). OLIN shall have no right under this Section 2.4 to Transfer the Nightpeak Water Rights, or any portion thereof, to any person or entity other than Nightpeak. Any portion of the 250 acre-feet not Transferred to Nightpeak within such six (6)-month period shall thereafter be subject to the terms of this Agreement, including Section 2.3.
- (d) As conditions to any Transfer of the Nightpeak Water Rights, OLIN shall provide SNWA and LVVWD, not less than thirty (30) days before the proposed Transfer, written notice identifying the proposed transferee and documentation reasonably demonstrating that the transferee, or an entity directly or indirectly controlling, controlled by, or under common control with such transferee, owns or holds a valid written leasehold interest in the real property currently occupied by Saguaro Power in the BMI Complex for Saguaro Power’s existing or successor power-generation. Any Transfer that does not satisfy the requirements of Section 2.4(a) shall not qualify for the exception set forth in this Section 2.4.
- (e) The Parties acknowledge and agree that the exception set forth in this Section 2.4 is limited to the one-time Transfer of the Nightpeak Water Rights for use in connection with power-generation or related industrial operations at the real property or leasehold premises currently occupied by Saguaro Power in the BMI Complex. LVVWD and SNWA shall have no obligation to approve, support, or facilitate any future water service, transfer, assignment, successor use, change in place of use, or change in purpose of use associated

with the Nightpeak Water Rights unless the Nightpeak Water Rights continue to be used for power-generation at such real property or leasehold premises.

3 OBLIGATIONS OF SNWA AND LVVWD

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

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

fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to OLIN's exercise of license rights hereunder.

3.3 OLIN's Reversionary Interest. Should SNWA fail to provide wholesale water service to City despite the State of Nevada having access to not less than 270,000 acre feet of its basic apportionment of Colorado River water in a given year, and should SNWA's failure to provide wholesale water service to City result in City being unable to deliver some portion of the Assigned Water Rights to OLIN or to OLIN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees, then upon OLIN's written notice of default, and provided SNWA does not restore such service within thirty (30) days of OLIN's written notice of default, OLIN may require that SNWA reconvey to OLIN, through an instrument the substance and form of which is acceptable to OLIN, CRC, and BOR, the portion of the Assigned Water Rights impacted by the failure of wholesale water service to City for retail delivery to OLIN, or to OLIN's subsidiaries, joint ventures, partnerships, or tenants, transferees or assignees. The amount of Assigned Water Rights to be delivered by the City or LVVWD in connection with retail water service will automatically be reduced accordingly.

4 MUTUAL OBLIGATIONS OF THE PARTIES

4.1 Sale of OLIN Service Area; Notice of Assigned Water Rights Type 2, and Additional Assigned Water Rights Type 2. In the event OLIN conveys its fee ownership interest in all or any portion of the OLIN Service Area to a third party that will require water service from the City, OLIN shall provide notice to City and LVVWD of the volume of water that may be used such third party, which volume shall then be committed from the Assigned Water Rights Type 2 held by SNWA for the benefit of OLIN. LVVWD shall enter into a permanent ILA authorizing City to serve any third parties receiving a commitment of Assigned Water Rights Type 2 as provided in this Agreement. In the event there are insufficient uncommitted Assigned Water Rights Type 2 to satisfy a given third-party's use, OLIN agrees to convey to SNWA, and SNWA shall accept, Retained Water Rights in an amount sufficient to satisfy such third-party's use. The form and substance of such conveyance(s) shall be in a form agreed upon by the Parties and approved by CRC and BOR. The Parties acknowledge and agree that OLIN shall have the right to negotiate and receive for itself the value of any commitment of Assigned Water Rights Type 2 with third parties and contract for their use of the same.

4.2 Sale of Retained Water Rights. If OLIN considers a sale of any portion of the Retained Water Rights, OLIN agrees to promptly notify and consult with SNWA regarding such sale.

4.3 Regional Connection Fee Refund; Future Regional Connection Fees. The Parties acknowledge and agree that OLIN has undertaken certain measures to reduce its demand for water both prior to and after OLIN paid SNWA's Regional Connection Charge ("RCC") that was assessed under the Water Service Agreement and necessary for OLIN (through the Basic Water Infrastructure) to connect temporarily to City's water system. The Parties further agree that OLIN will be refunded that portion of the RCC attributable to the volume of water OLIN will ultimately not be using as a result of its permanently reduced demand for its operations at the OLIN Service Area, as those operations exist as of the Effective Date, and that OLIN will not be required to pay

an additional RCC to convert the temporary water service to permanent water service. To calculate the RCC for an existing unmetered user within a master metered system, it is first necessary to calculate the meter size or sizes required to serve such user. At the time of the RCC calculation for Basic Water, it was clear that certain Producing Companies, including OLIN, were implementing changes that would reduce their water demand significantly and would effectively result in smaller or fewer required meters. Due to the urgency of the Producing Companies' water needs, the RCC was calculated based on historical data and it was agreed that a true-up calculation would be performed based upon post-improvement water demand when there was sufficient water use data. SNWA has now performed the true-up calculation, which reflects that OLIN has substantially reduced its water demands and will refund to OLIN the portion of the deposited RCC represented by the reduction in use within thirty (30) days of the Effective Date. Notwithstanding the foregoing, OLIN acknowledges that OLIN and/or OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area, as applicable, will be required to pay any SNWA, City, and LVVWD connection fees and other charges, as applicable, in connection with any new service(s) or increased water use(s) above those for which RCC's within the OLIN Service Area have already been paid.

4.4 WET Program Award. If expenses are not funded through any other third-party funding program, OLIN may submit information in support of a potential award from SNWA's WET program for expenses related to reducing water use. SNWA will evaluate such requests in accordance with applicable program rules.

4.5 Agreement to Work Expeditiously to Acquire Required Consents and Agreements from Third Parties. The Parties acknowledge and agree that, to fulfill the terms of this Agreement and to memorialize the obligations herein, including, without limitation, the obligations found in Sections 2.1 and 2.3, the Parties, as appropriate, shall execute any associated assignments. The Parties further acknowledge that executing any associated assignments will require the consent and cooperation of multiple third parties, including, without limitation, CRC and BOR. The Parties may also be required to execute additional agreements or obtain other approvals from third parties. The Parties covenant to work expeditiously and in good faith to obtain agreements and consents with appropriate third parties.

4.6 Notice of Expansion of Operations. OLIN shall provide SNWA, LVVWD and City written notice not less than 90 days prior to undertaking any expansion of operations or new uses in the OLIN Service Area that will foreseeably lead to an increase in OLIN's water use (or that of OLIN's subsidiaries, joint ventures, partnerships or tenants operating within the OLIN Service Area) to the extent such expansion of operations or new uses exceed those for which an RCC has been paid. In addition to payment of SNWA, City, and LVVWD connection fees and other charges, as applicable, relating to such new or expanded service(s) or water use(s) by OLIN and/or OLIN's subsidiaries, joint ventures, partnerships or tenants within the OLIN Service Area), OLIN shall, to the extent the Assigned Water Right Type 1 or 2 are insufficient to cover the new or expanded uses, assign to SNWA Retained Water Rights in an amount sufficient to satisfy the new or expanded uses.

4.7 Costs and Damages Generally. The Parties agree that neither LVVWD nor SNWA shall have any obligation whatsoever to pay for OLIN to (a) construct improvements that enable

OLIN to connect to the water facilities of City or HWC, or (b) operate, maintain, add to, survey, construct, reconstruct, modify, maintain, remove, repair and/or replace its own water delivery system, the water delivery system of HWC, or the water delivery system of City, to obtain or retain access to water service. If City determines that it will not provide water service to OLIN, or if City decides to cease such service after water service has commenced, neither LVVWD nor SNWA shall be responsible or liable for any costs or damages associated with OLIN's ability or that of OLIN's subsidiaries, joint ventures, partnerships, tenants, transferees or assignees within the OLIN Service Area to obtain continued access to water service.

4.8 Agreement with City. Contemporaneously with the execution of this Agreement, OLIN agrees to enter into an agreement with City related to City's provision of water to OLIN, either directly or through HWC's Water Delivery System, for use within the OLIN Service Area.

5 INDEMNITY

5.1 OLIN Indemnity. OLIN shall indemnify, defend (with counsel reasonably acceptable to LVVWD and SNWA), and hold harmless LVVWD and SNWA and their agents, employees, representatives, contractors, officers, and board members (collectively and individually, the "Indemnitees") from and against any and all loss, damage, cause of action, claim, liability, cost, and expense (including without limitation reasonable attorneys' fees, expert witness fees and costs of litigation or arbitration) suffered or incurred by or asserted against Indemnitees arising from or relating to actions or inaction of City in providing City's water service to OLIN, a OLIN subsidiary, joint venture, partnership or tenant, or the use or distribution of such water by OLIN or a OLIN subsidiary, joint venture, partnership or tenant ("OLIN's Indemnity"). OLIN's Indemnity shall survive the expiration or earlier termination of this Agreement.

6 MISCELLANEOUS

6.1 Agreement Effectiveness, Term, and Termination. This Agreement shall become effective, and shall remain in effect until terminated by written agreement of the Parties, on the date the last of the following occurs (the "Effective Date"): (a) Board approval of this Agreement by both SNWA and LVVWD; (b) execution of this Agreement by the undersigned; and (c) Board approval and execution of the Permanent ILA by both LVVWD and City. Satisfaction of the foregoing conditions precedent (a) through (c), above, is required on or before December 31, 2026, to give effect to this Agreement, and the Parties shall have no rights or obligations whatsoever under this Agreement in the event the conditions precedent are not fully satisfied on or prior to December 31, 2026. Any Party may either send a notice to the other Parties that confirms the Effective Date or provide written confirmation that the conditions precedent were not satisfied (timely or otherwise) and therefore the Agreement never took effect and therefore the Parties have no rights or obligations whatsoever under this Agreement.

6.2 No Third-Party Beneficiaries. Except as expressly set forth herein (such as where City is indemnified), this Agreement is intended only to benefit the Parties and their successors-in-interest, shall not be deemed to be for the benefit of any other entity or person other than a Party or that Party's successor-in-interest and does not create any rights, benefits or causes of action for any other person, entity, governmental agency, or member of the general public, including, without limitation, one of the other Producing Companies, City, CRC or BOR.

6.3 Independent Contractors. No Party is, nor will any Party be deemed to be, for any purpose, the agent, representative, contractor, subcontractor, or employee of the other by reason of this Agreement. Furthermore, the Parties do not intend to, and nothing contained in this Agreement shall, create any partnership, joint venture, agency, or other similar arrangement between the Parties.

6.4 Assignment. OLIN shall not assign, transfer, convey or otherwise dispose of this Agreement or its right, title, or interest in or to the same, or any part thereof, without prior written consent of LVVWD and SNWA, which either LVVWD or SNWA may withhold in its sole discretion, provided such consent is not unreasonably withheld, conditioned, or delayed. Any attempted assignment in violation hereof shall be void and not merely voidable. No assignment is effective until after the assignee agrees in writing to assume all obligations and liabilities of the assignor under this Agreement and the other Parties consent in writing to such assignment. The terms, provisions, covenants, and conditions of this Agreement shall apply to, bind, and inure to the benefit of the Parties hereto, their successors and any permitted assigns.

6.5 Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Nevada, without giving effect to its choice or conflicts of law provisions. All actions shall be initiated in a state or federal court located in Clark County, Nevada. Each Party agrees that it shall not initiate an action against any other Party in any other jurisdiction in connection with this Agreement. Each Party irrevocably agrees to submit and consents to the exclusive jurisdiction of the courts located in Clark County, Nevada over any dispute or matter arising under or in connection with this Agreement. The terms of this Section 6.5 shall survive termination of this Agreement.

6.6 No Waiver. No waiver by either Party of any right or obligation hereunder shall be effective unless in writing, provided by the Party's authorized representative, and delivered by the Party to be charged in accordance with Section 6.10 (Notices). The waiver of any right under this Agreement as to a particular transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

6.7 Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties with the same formality as this Agreement.

6.8 Other Agreements. Nothing contained herein shall be construed as affecting the Parties' respective duties to perform their respective obligations under other agreements, which obligations are and shall remain independent of the rights and obligations of the Parties under this Agreement.

6.9 Counterparts. The Parties may execute this Agreement in electronic form by AdobeSign and/or in one or more counterparts, each of which when so signed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same Agreement. A facsimile, email or other electronic copy of a signature has the same legal effect as an originally drawn signature.

6.10 Notices. Each notice, invoice and other communication required under this Agreement must (a) be in writing, (b) be delivered personally, sent by certified mail (postage prepaid, return receipt requested), sent by electronic mail, or sent by a nationally recognized courier and (c) be addressed to a Party as set forth below:

If to LVVWD or SNWA:

Attention: Deputy General Manager, Engineering and Operations
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: doa.ross@lvvwd.com

With a copy to:

Attention: General Counsel
1001 S. Valley View Boulevard
Las Vegas, NV 89153
Email: greg.walch@lvvwd.com

If To OLIN:

Pioneer Americas LLC, a Delaware limited liability company, d/b/a Olin
Chlor Alkali Products and Vinyls
Attn: Gil Doucet
350 S Fourth Street
Henderson, NV 89015
GJDoucet@olin.com

With a copy to:

Attention: Dustin Manning
Olin Corporation
490 Stuart Road NE
Cleveland, TN 37312
Email: DJManning@olin.com

Each notice, invoice and other communication required under this Agreement shall be deemed to have been delivered (i) when delivered if delivered personally; (ii) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if mailed by certified mail; (iii) upon transmittal to the email addresses set forth above; or (iv) on the date officially recorded as delivered (or delivery refused) according to the record of delivery if delivered by courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above. The terms of this Section 6.10 shall survive termination of this Agreement.

6.11 Headings; Cross References; Usage of Words. The section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All references in this Agreement to Sections and Subsections are to Sections and Subsections in this Agreement, unless otherwise specified. When not inconsistent with the context, words used in the present tense

include the future tense, words in the plural include the singular, and words in the singular include the plural and the masculine gender includes the feminine gender. Unless otherwise expressly stated, words not defined herein shall be given their common and ordinary meaning.

6.12 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

6.13 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the Parties. Any invalid or unenforceable provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if it did not contain the specifically invalid or unenforceable provision. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

6.14 Authority. Each Party represents that it has taken all actions necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The individual(s) executing this Agreement on behalf of a Party state and acknowledge that she/he/they are authorized and empowered to do so on behalf of that Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

SNWA:

Southern Nevada Water Authority,
a political subdivision of the State of Nevada

By: 
John J. Entsminger (Jul 20, 2026 07:41:41 PDT)
John J. Entsminger
General Manager

APPROVED AS TO FORM:


Brent Gunson (Jun 30, 2026 12:49:43 PDT) for
Gregory J. Walch
General Counsel

LVVWD:

Las Vegas Valley Water District,
a political subdivision of the State of Nevada

By: 
John J. Entsminger (Jul 20, 2026 07:41:41 PDT)
John J. Entsminger
General Manager

APPROVED AS TO FORM:


Brent Gunson (Jun 30, 2026 12:49:43 PDT) for
Gregory J. Walch
General Counsel

OLIN:

Pioneer Americas LLC, a Delaware limited liability company d/b/a
Olin Chlor Alkali Products and Vinyls

By: 
Deon Carter (Jun 30, 2026 17:55:27 CDT)
Deon Carter
President

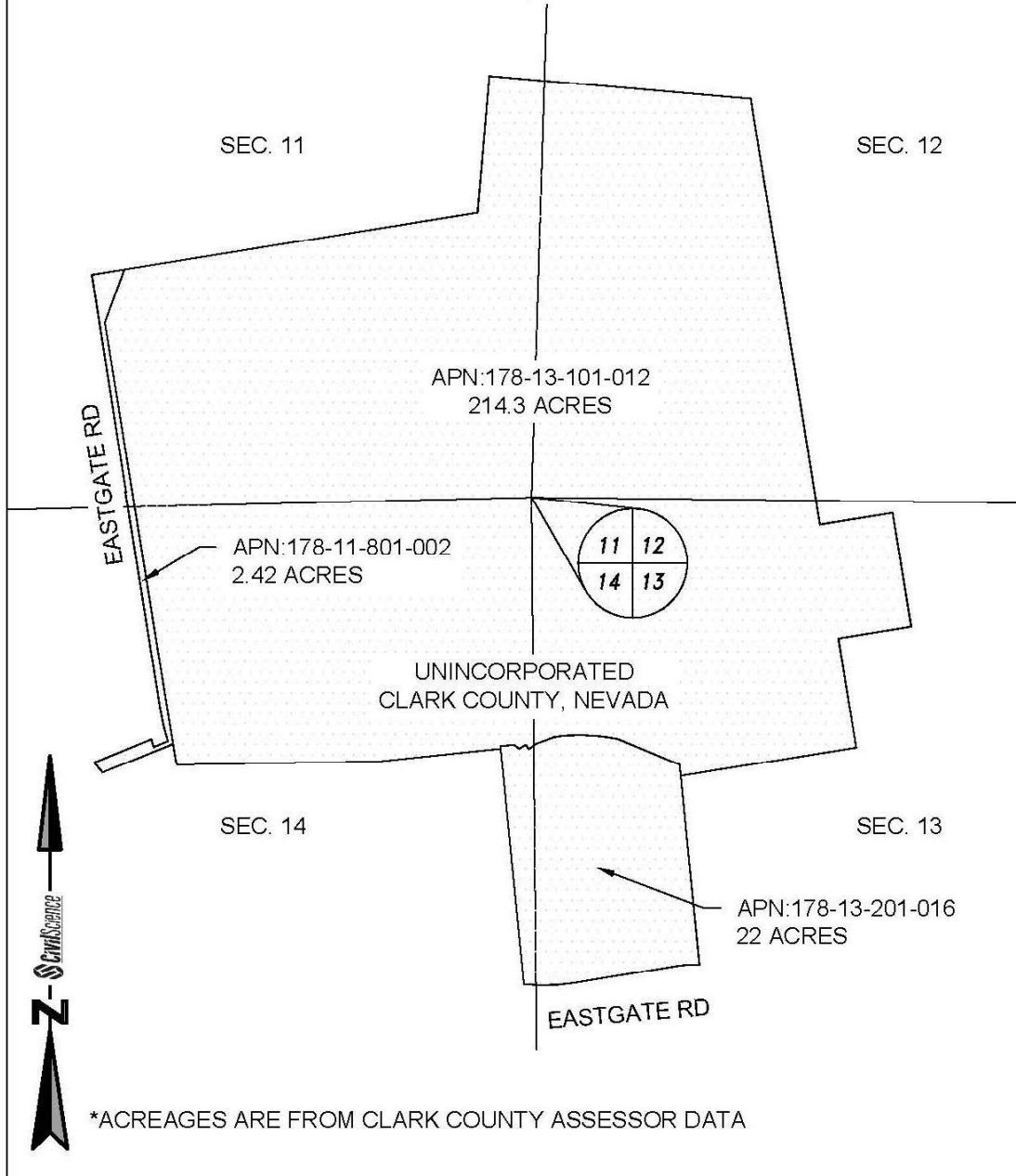
Exhibit A

OLIN Service Area

[Attached]

EXHIBIT "A"

SECTIONS 11, 12, 13 AND 14
TOWNSHIP 22 SOUTH, RANGE 62 EAST,
M.D.M., COUNTY OF CLARK, CITY OF
HENDERSON, NEVADA



*ACREAGES ARE FROM CLARK COUNTY ASSESSOR DATA

DRAFTED BY: EC SCALE: 1"=800'
CHECKED BY: DP DATE: 06/02/2026

IF23087.00

EXHIBIT A

PIONEER SERVICE AREA

PIONEER OF
AMERICAS, LLC

PAGE 1 OF 1

CivilScience
Engineers | Surveyors | Solutions
5888 W. SUNSET ROAD, SUITE 203
LAS VEGAS, NV 89118
702.344.2772

**BEFORE THE
COLORADO RIVER COMMISSION OF NEVADA**

In the Matter Of:

**Joint Application to Change Holder
of the Entitlement to Appropriate
Water
Brought by Southern Nevada Water
Authority and Olin Chlor Alkali
Products and Vinyls**

**ORDER APPROVING CHANGE TO
SECTION 5 ENTITLEMENT HOLDER**

At a regularly called meeting of the Colorado River Commission of Nevada ("Commission") on July 14, 2026, a public hearing was held pursuant to NRS 538.171, NRS 538.181, and NAC 538.075 to NAC 538.330, inclusive to consider the Application for Recommendation to Approve Adjustments to Certain Nevada Section 5 Contract Entitlement Holders (the "Application") brought by Southern Nevada Water Authority ("SNWA") and Pioneer Americas LLC, a Delaware limited liability company d/b/a Olin Chlor Alkali Products and Vinyls ("OLIN") (attached hereto at Exhibit A).

PRESENT: Chairwoman Puoy K. Premsrirut
Vice Chairwoman Kara J. Kelley
Commissioner Marilyn Kirkpatrick
Commissioner George Caan
Commissioner Dan H. Stewart
Commissioner Cody T. Winterton
Commissioner Steve Walton
Executive Director Eric Witkoski

I. BACKGROUND

OLIN holds an entitlement to appropriate Colorado River water pursuant to a contract with the United States Department of the Interior, Bureau of Reclamation ("Reclamation") and the Commission under Contract No. 14-06-300-2083 dated September 18, 1969 (the Contract for Delivery of Water to Basic Management, Inc.), as

amended (hereinafter “1969 Section 5 Water Delivery Contract”).¹ OLIN received its water allocation through an agreement with Basic Water Company (“BWC”) until BWC filed for bankruptcy protection in 2022. At that time, the infrastructure necessary for BWC to pump water from Lake Mead was inoperable. BWC negotiated a temporary water delivery contract with Las Vegas Valley Water District (“LVVWD”) to continue water service to OLIN from the City of Henderson. As part of its bankruptcy plan, BWC assigned its contracts with the Commission to Henderson WC, LLC (“HWC”), but HWC has not improved the failed infrastructure and still cannot pump water from Lake Mead to serve OLIN.

OLIN, SNWA and LVVWD are parties to that certain “Agreement Relating to Colorado River Contract Rights owned by Olin Chlor Alkali Products and Vinyls” (hereinafter, “Water Assignment Agreement”) to ensure OLIN’s future delivery of water. A copy of the Water Assignment Agreement is attached to the Application at Exhibit A. Under the Water Assignment Agreement, OLIN will assign a portion of its water entitlement to SNWA and in turn LVVWD will authorize the City of Henderson to service OLIN’s water needs. SNWA and OLIN now seek the Commission’s approval to change the entitlement holder of a portion of OLIN’s allocation to SNWA which would act as a recommendation to Reclamation to prepare the necessary transfer documents.

For good cause appearing, the Commission finds the following.

II. FINDINGS OF FACT

1. On September 17, 2026, a public hearing was held in the above-entitled matter in compliance with the provisions of the Nevada Open Meeting Law Chapter 241 of Nevada Revised Statutes (NRS), NRS 538 and Chapter 538 of the Nevada Administrative

¹ “Section 5” refers to Section 5 of the Boulder Canyon Project Act of 1928 (Public Law 70-642, 45 Stat. 1057) which governs federal contracts for water delivery from the Colorado River.

Code (NAC).

2. OLIN operates an industrial bleach production and chlor-alkali chemicals distribution facility within the Black Mountain Industrial Complex and owns real property defined as the “OLIN Service Area” attached to the Water Assignment Agreement.

3. SNWA acquires, treats and distributes water to water utilities in Clark County, Nevada.

4. Under the 1969 Section 5 Water Delivery Contract, as successor-in-interest to Stauffer Chemical Company, OLIN's water entitlement currently consists of 2,564 acre-feet per year.

5. Under the Water Assignment Agreement, OLIN agrees to transfer 410 acre-feet to SNWA and LVVWD will authorize the City of Henderson to provide water service to OLIN's Service Area (as defined in the Water Assignment Agreement attached to the Application at Exhibit A).

6. OLIN will use approximately 400 acre-feet for its current and potential future expansion of its business operations, and 10 acre-feet may be used by a third-party purchaser of real property within OLIN's Service Area.

7. The Water Assignment Agreement provides for restrictions on future transfers, within the SNWA Boundary (as defined in the Water Assignment Agreement) or the service territories of its member agencies, of the retained portion of OLIN's water entitlement; such that the entitlement shall be subject to conservation-based Colorado River use restrictions as applicable at the time of any such future transfer.

8. SNWA holds an entitlement to appropriate Colorado River water pursuant to a contract with Reclamation and the Commission under Contract No. 2-07-30-W0266 dated March 2, 1992 (Contract with the Southern Nevada Water Authority, Nevada, for the

Delivery of Colorado River Water) (hereinafter “SNWA Section 5 Water Delivery Contract”).

9. OLIN’s 1969 Section 5 Water Delivery Contract will be amended to reduce OLIN’s water right entitlement by 410 acre-feet, and the SNWA Section 5 Water Delivery Contract will be amended to increase SNWA’s water right entitlement in the amount of 410 acre-feet with such entitlement maintaining OLIN’s priority date.

10. With approval from the Commission, Reclamation will prepare the necessary amendments to the 1969 Section 5 Water Delivery Contract and SNWA Section 5 Water Delivery Contract.

11. The Commission has authority from NRS and NAC Chapters 538 to approve applications to change entitlement holders of Colorado River water.

III. FINDINGS, CONCLUSIONS AND ORDER

Based on the foregoing, the Commission makes the following findings and conclusions, and orders as follows.

12. The Commission shall receive, protect and safeguard and hold in trust for the State of Nevada all water and water rights, and all other rights, interests or benefits in and to the waters described in NRS 538.041 to 538.251, inclusive pursuant to NRS 538.171.

13. The Commission’s actions on the Application constitute the recommendation of the State of Nevada to the United States for the purposes of any federal action on the matter required by law.

14. The Commission holds and administers all rights and benefits pertaining to the distribution of water mentioned in NRS 538.041 to 538.251, inclusive, for the State of Nevada pursuant to NRS 538.171.

15. As required by NRS 538.171, when considering the Application, the

Commission shall apply the criteria set forth in NRS 533.370, which are the criteria used by the State Engineer when considering applications for a permit to appropriate water.

16. NRS 533.370 identifies criteria for the approval of applications by the State Engineer which, in part, requires the water be put to beneficial use by showing proof satisfactory to the State Engineer of the applicant's: (1) Intention in good faith to construct any work necessary to apply the water to the intended beneficial use with reasonable diligence; and (2) Financial ability and reasonable expectation actually to construct the work and apply the water to the intended beneficial use with reasonable diligence.

17. Furthermore, NRS 533.370 requires that the State Engineer reject applications if the proposed use or change conflicts with existing rights or with protectable interests or threatens to prove detrimental to the public interest.²

18. In applying the criteria in NRS 533.370, the Nevada Supreme Court adopted the anti-speculation doctrine finding that the doctrine comports with the language and goals of NRS 533.370. *See Bacher v Office of State Engineer, State of Nevada*, 122 Nev. 1110, 1119-20, 146 P.3d 793, 799 (2006).

19. The anti-speculation doctrine precludes speculative water right acquisitions without a showing of beneficial use.

20. The criteria protect against speculation by requiring a showing of financial ability and a reasonable expectation with respect not only to constructing any work needed to apply the water, but also to apply the water to the intended beneficial use with reasonable diligence. *See Bacher*, 122 Nev. at 1120 (citations omitted).

21. Applying those criteria here, changing the holder of the entitlement from OLIN

² NRS 533.370 includes additional criteria not applicable to the Application.

to SNWA satisfies the criteria in NRS 533.370 and the anti-speculation doctrine as SNWA has its own Section 5 Water Delivery Contract and the water will be put to beneficial use through its existing water delivery infrastructure.

22. Additionally, changing the entitlement holder from OLIN to SNWA will not conflict with existing rights or protectable interests or threaten to prove detrimental to the public interest.

After due deliberation and good cause appearing therefore, it is hereby **ORDERED**:

1. The Application is **APPROVED** in accordance with NRS 538.171 which shall serve as a recommendation of the State of Nevada to the United States for the purpose of amending the 1968 Section 5 Water Delivery Contract to decrease OLIN's allocation by 410 acre-feet and amending the SNWA Section 5 Water Delivery Contract to increase SNWA's allocation by the same amount.

2. The Chair of the Commission shall have authority to sign any documents prepared by Reclamation to effectuate the transfer of the water entitlement, including, without limitation, the amendments to the 1968 Section 5 Water Delivery Contract and the SNWA Section 5 Water Delivery Contract.

3. The change to entitlement holder shall not change the priority date for the transferred 410 acre-feet which shall remain the same as if it were still held by OLIN.

4. Commission staff shall cause to be published the notice required by NRS 538.181(4). The parties to the Application shall pay for the publication. This Order shall be final once the notice and objection process concludes.

IT IS SO ORDERED.

Dated this ____ day of September, 2026.

COLORADO RIVER COMMISSION OF NEVADA

Puoy K. Premsrut
Chairwoman

Exhibit A
Application for Recommendation to Approve Adjustments to Certain Nevada
Section 5 Contract Entitlement Holders

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: *For Possible Action:* Recognition of Commissioner Allen Puliz for his service on the Colorado River Commission of Nevada from 2019 to 2026 and approval of a letter recognizing his service, to be signed by the Chair on behalf of the Commission.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the recognition letter and authorize the Chairwoman to sign on behalf of the Commission.

FISCAL IMPACT:

Draft letter included.

STATE OF NEVADA

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



MARILYN KIRKPATRICK, *Commissioner*
GEORGE CAAN, *Commissioner*
DAN H. STEWART, *Commissioner*
STEVE WALTON, *Commissioner*
CODY T. WINTERTON, *Commissioner*

COLORADO RIVER COMMISSION
OF NEVADA

September 17, 2026

Commissioner Allen J. Puliz
C/O Colorado River Commission of Nevada
100 N. City Parkway
Las Vegas, NV 89106

Dear Commissioner Puliz:

On behalf of the Colorado River Commission of Nevada, we extend our sincere appreciation for your dedicated service as a member of the Commission from 2019 through 2026.

During your tenure, your sound judgment, experience, and commitment to public service contributed meaningfully to the Commission's work on behalf of the State of Nevada. Your thoughtful participation and perspective helped guide the Commission.

We are grateful for the time, experience, and perspective you brought to the Commission and for your significant and lasting contributions to the Commission's work on behalf of Nevada.

With sincere appreciation,

Chairwoman
Colorado River Commission of
Nevada

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: <i>For Possible Action:</i> Update on budget submittal for Fiscal Years 2028 and 2029 to the Governor's Finance Office and update on financial audit and preparation of the Annual Comprehensive Financial Report for Fiscal Years 2025 and 2026.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:
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FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM J
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: *For Possible Action:* Approval of Amendment No. 5 to Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 between the Colorado River Commission of Nevada and Summit Line Construction, Inc., to add funds for additional work including engineering, breaker assembly, waterline drawing and easement survey in a total amount of \$468,040.12.

RELATED TO AGENDA ITEM: None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve Amendment No. 5 to Contract No. CRCBF-14.

FISCAL IMPACT: \$468,040.12.

STAFF COMMENTS AND BACKGROUND:

A. Purpose of the Contract

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

B. Background

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

The original contract was for construction services related to a switchyard and 10-mile transmission line project being built solely to connect SNWA’s future solar project to the Mead Substation. Amendment No. 1 and Amendment No. 2 authorized additional work to accommodate the interconnection of Townsite 2, a solar and battery project being developed near the Boulder Flats line by another developer. Amendment No. 3 provided additional funding to complete a fire line to the switchyard, as required by the City of Boulder City, and extend the dust permit. Amendment No. 4 added funds for site fuel, security, equipment relocation, and additional labor for required work.

C. Need for Amendment No. 5

Amendment No. 5 is needed for additional work, including engineering, breaker assembly, waterline drawing and easement survey in total amount of \$468,040.12.

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM J
FOR MEETING OF SEPTEMBER 17, 2026**

D. Staff's Recommendation

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

**AMENDMENT NO. 5 TO
BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS
CONTRACT NO. CRCBF-14**

This Amendment No. 5 to the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction (“Amendment No. 5”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Summit Line Construction, Inc. (“Contractor”). Unless otherwise indicated, capitalized terms used herein have the meaning ascribed to them in the Boulder Flats Solar Interconnection Project Contract No. CRCBF-14 Transmission Line & Switchyard Construction, as amended by Amendment No. 1 effective June 10, 2025, Amendment No. 2 effective December 9, 2025, Amendment No. 3 effective February 10, 2026, and Amendment No. 4 effective August 18, 2026 (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

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

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

C. Additional funds are needed to perform the work described in Exhibit B, including breaker assembly, a bus adjustment due to pier elevations, and changes to the water line construction due to the City of Boulder City’s revisions to plans.

D. The CRCNV requests and Contractor agree to amend the Project Documents to change the construction requirements for the Boulder Flats Project as set forth in this Amendment No. 5.

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

1. Contractor agrees to provide construction modifications for additional Work as detailed

in the Change Order Summary described in Exhibit B (“Additional Work”) in accordance with the Project Documents.

2. The Contract Price shall be increased by \$468,040.12 for the Additional Work. The additional payment due shall be made in accordance with the payment procedures in the Project Documents.

3. The Explanatory Recitals set forth above are incorporated herein as terms to this Amendment No. 5.

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

The Parties executed this Amendment No. 5 on the date set forth below.

Colorado River Commission of Nevada

By: _____

Name: _____

Title: _____

Date: _____

Summit Line Construction, Inc.

By: _____

Name: _____

Title: _____

Date: _____



CHANGE ORDER

CO #20

Contractor: Summit Line Construction, Inc.

Change Order No.: 20

Project: CRC Boulder Flats Substation

Date: 8/17/2026

Date of Contract: 6/5/2024

Description of Work:

Bus adjustment due to engineering bust on pier elevations

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

Change Order No.: 20

\$52,254.32

Total Change per this Order	\$52,254.32
------------------------------------	--------------------

SUMMIT LINE CONSTRUCTION, INC.

CUSTOMER NAME

By _____
Authorized Signature

By _____
Authorized Signature

Name Filip Williams

Name _____

Title P.M.

Title _____

Date 6/25/2026

Date _____

Summit Line Construction, Inc Initials _____

Customer's Name Here _____



CHANGE ORDER SUMMARY

Bus Adjustments Due to Engineering Mistake on Elevations
--

Change Order #	Date	Change Order Description	Change Order Amount
20		Labor	\$ 29,754.10
		Equipment	\$ 4,672.00
		Materials	\$ 11,012.44
		Overhead and Profit @ 15%	\$ 6,815.78
			\$ 52,254.32



Job #

Change Order:

Date:

Description:

[illegible]



INVOICE

Remit To:

Commercial Energy Services & Supply LLC dba CESS
8411 Duneville Street Bldg 3
Las Vegas NV 89139
United States

Date 4/29/2026
Invoice # 15864

Sales Rep JR Aliaga
Terms Net 30
Due Date 5/29/2026
Customer PO # 31114000942
Project

Order Notes PO# 31114000942
BOLDER FLATS
Ordered By JOAQUIN DELGADO

Invoice To

SUMMIT LINE CONSTRUCTION
1465 W 4TH STREET
RENO NV 89503
United States

Ship To

SWITCH LAS VEGAS 03 SUB
SUMMIT LINE CONSTRUCTION
5660 W BADURA AVE
Las Vegas NV 89118
United States

Quantity	UOM	Description	Price	Amount
6	EA	HUBBELL # WLIH4550502 COUPLER, AL WELD TUBE ANGLE -- LEAD TIME 21 WEEKS --	327.57	1,965.42
1	EA	INBOUND SHIPPING AND HANDLING CHARGES	97.87	97.87

Subtotal 2,063.29
Tax Total 172.80
Total \$2,236.09
Amount Paid 2,236.09

THANK YOU FOR YOUR CONTINUED PARTNERSHIP WITH CESS - A CERTIFIED MBE
For copies of invoices please email ar@cessgreensource.com



INVOICE

Remit To:

Commercial Energy Services & Supply LLC dba CESS
8411 Duneville Street Bldg 3
Las Vegas NV 89139
United States

Date 2/17/2026
Invoice # 14977
Sales Rep JR Aliaga
Terms Net 30
Due Date 3/19/2026
Customer PO # PO# 31114000942
Project PO# 31114000942
Order Notes BOLDER FLATS
Ordered By JOAQUIN DELGADO

Invoice To

SUMMIT LINE CONSTRUCTION
1465 W 4TH STREET
RENO NV 89503
United States

Ship To

SUMMIT LINE CONSTRUCTION INC
4415 Andrews St North
Las Vegas NV 89081
United States

Quantity	UOM	Description	Price	Amount
6	EA	ANDERSON EVST3F50 TEE CONNECTOR, COMPRESSION, SPLITT TEE	1,012.00	6,072.00
14	EA	ANDERSON EVTT3F50 WELDED TRIFURCATING TEE CONNECTOR, TUBE TO 3 FLATS	1,350.00	18,900.00
6 we ordered for this Change order the other 8 were back ordered $6 \times 1350 = 8100.00$ $8100.00 \times 0.835 = 676.35$ for Tax Total for this change order 8100.00 676.35 \$8776.35				

Subtotal 24,972.00
Tax Total 2,091.41
Total 27,063.41
Amount Due \$27,063.41

THANK YOU FOR YOUR CONTINUED PARTNERSHIP WITH CESS - A CERTIFIED MBE
For copies of invoices please email ar@cessgreensource.com



CHANGE ORDER

CO #21

Contractor: Summit Line Construction, Inc.

Change Order No.: 21

Project: CRC Boulder Flats Substation

Date: 8/17/2026

Date of Contract: 6/5/2024

Description of Work:

Assemble HICO Breaker delivered unassembled

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

Change Order No.: 19

\$49,897.98

Total Change per this Order	\$49,597.98
------------------------------------	--------------------

SUMMIT LINE CONSTRUCTION, INC.

CUSTOMER NAME

By _____
Authorized Signature

By _____
Authorized Signature

Name Filip Williams

Name _____

Title P.M.

Title _____

Date 6/25/2026

Date _____

Summit Line Construction, Inc Initials _____

Customer's Name Here _____

HICO Breaker Assembly

Change Order #	Date	Change Order Description	Change Order Amount
21		AES	\$ 34,421.88
		Summit Support	
		Labor	\$ 7,008.96
		Equipmnet	\$ 2,895.20
		Overhead and Profit @ 15%	\$ 6,648.91
			\$ 50,974.95



Proposal for Professional Service

August 14, 2026

Proposal No.08142026-01DB

Version No. 2

Customer: Summit Line Construction

Site: Boulder Flatts (Henderson, NV)

Attn: Project Management / Estimating Team

ADVANCED ELECTRIC SYSTEMS PROPOSAL

SCOPE OF WORK:

Breaker Bushing Installation (6 bushings)	1	EA
Evacuation and Gassing during bushing Installation	1	EA
Testing of Gas before and after installation	1	EA

AES ASSUMPTIONS

- Crane provided by AES for lifting of bushings, height and weight verified to manufacturer drawing
- Evacuation cart with generator and SF6 filling capability provided by AES
- SF6 Analyzer provided by AES

CLIENT DELIVERABLE

- Station as built drawings
- Hardware, gaskets, seals, special tools
- Manufacturer supervision
- Station equipment should be de-energized, isolated, grounded, and locked out and mutually agreed upon locations by the Client PRIOR to AES performing any work
- Free and clear access to Station and breaker

Project Price Lump Sum Estimate:.....\$34,421.88

If CLIENT or COMPANY's engineering requires additional testing beyond the scope of this outline the cost must be authorized by change order and will be billed based on Advanced Electric rate schedule.



ADVANCED ELECTRIC SYSTEMS PROPOSAL

TERMS and CONDITIONS

- Mobilization modifications due to client changes will be charged additional. Current schedule is on site September 2026
- Information based on most recent documentation received from client. Any modifications to this layout or previously discussed scope of work and schedule can result in a modification to the amount.
- Client will ensure AES has free and clear access to site, and that isolation/de-energization, and grounding has taken place
- Pandemic, weather & other scheduling related delays have not been included. Any delays will be paid based on rate schedule
- If substation is existing and energized, utility personnel will be on site to assist in isolation and answering any questions related to circuitry during testing. If not available, AES will charge standby time until site rep is available.
- Client to perform all switching, grounding, isolation and disconnecting; as well as the removal of equipment to be maintained/tested.
- Modifications to drawings that are used for bid purposes could result in a higher estimated cost than the above
- Client will ensure that AC power is available and all wiring completed prior to arrival

SWITCHING: CLIENT or COMPANY shall perform all switching and grounding if required to de-energize or energize equipment associated with this project. CLIENT or COMPANY will disconnect any bussing, conductors or infrastructure necessary to access equipment for testing and service. CLIENT or COMPANY will provide a lock out tag out clasp for CONTRACTOR to place locks and tags for each switch and control to be isolated and locked out.

SUBSTATION EQUIPMENT ACCESS: Prior to start of work, COMPANY OR CLIENT will provide all site specific access to busing, switchgear, ground grid, transformers breakers, switches, relays, capacitor banks and all other electrical equipment that is listed in the work scope. In addition, COMPANY or CLIENT will provide personnel lift equipment to access above ground electrical apparatus included in testing scope. CONTRACTOR can provide personnel lift equipment by request of COMPANY or CLIENT only and will be billed based on AES rate schedule A attached.

SITE ACCESS: Prior to start of work, CLIENT will provide all site specific and generic safety training and security requirements for CONTRACTOR employees to perform work at COMPANY's site.

PRICE: The price above is based on assumption of accuracy of the electrical equipment data supplied to CONTRACTOR by CLIENT. Any unplanned time necessitated by inaccuracies of this information due to restricted site access, deficiencies discovered or failure of CLIENT to follow OSHA 1910 and NFPA 70E safety guidelines (e.g. safety equipment, procedures) will result in a work stoppage additionally billed on a time and material basis in accordance with CONTRACTOR rate schedule.

RETESTING / REPAIRS: Any equipment found to be defective requiring re-tests, repairs, non-routine troubleshooting or other work not specifically listed in this proposal shall be considered additional work scope, and will be billed based on CONTRACTORS rate schedule.



ADVANCED ELECTRIC SYSTEMS PROPOSAL

DELAYS / CANCELLATION: CONTRACTOR is not responsible for any delays or cancellations due to scheduling or weather. It is the **CLIENT's** responsibility to communicate the re-scheduling of any work prior to and in advance of contractors mobilization. The **CLIENT** will be charged for any time incurred by **CONTRACTOR** due to weather delays, scheduling conflicts or cancellations. This proposal assumes that all work can be performed based on a 10 hours day, starting at 7:00 am, Weekdays only, (Excluding Holidays) exclusive of taxes. Straight Time rates will apply up to 8 hours. Overtime rates will apply after 8 hours. Any optional work scope will be billed 100% at the time of completion of those services.

FOUND OR DAMAGED EQUIPMENT: Any found or damaged equipment that requires corrective maintenance, replacement of parts, or even replacement of complete system elements to improve the system's reliability, operation, and safety will be evaluated by **CLIENT** or **COMPANY**. If any defects found during this project require immediate attention, the costs incurred by **CONTRACTOR** for these repairs will be billed based on **CONTRACTORS** rate schedule A. However, no such work will be performed without prior approval in writing.

SCOPE CHANGES: The price for this project is based on the work scope at the time of quotation. Any changes in work scope that occur prior to the job acceptance will require a separate quotation and change order.

GENERAL PROVISIONS: All work shall be performed in accordance with **CONTRACTOR** terms and conditions, which are attached to this proposal. No other terms and conditions are acceptable unless agreed to by **CONTRACTOR** in writing.

EXPIRATION OF PROPOSAL: This proposal shall remain valid for 60 days from the date of issue.

PAYMENT TERMS: Contractor shall invoice monthly for Services performed and, subject to Company's right to in good faith dispute charges invoiced, payment shall be due within 30 days of receipt of invoice. In the event that Company disputes any invoice amount, Company shall give Contractor written notice of such disputed amount within 10 days after receipt of invoice, but shall pay any undisputed portion as provided herein. If Company fails to pay any undisputed invoiced amounts when due, interest shall accrue on any such unpaid amount(s) at a rate of 12% per annum from the date due until paid, except that interest shall not be charged on any disputed invoice item which is finally resolved in Company's favor. Contractor reserves the right to suspend its Services to Company without penalty should any undisputed invoices amounts not be paid within 45 days of Company's receipt of invoice. Contractor shall maintain such books and records as may be reasonably required to substantiate charges invoiced under this Agreement.



ADVANCED ELECTRIC SYSTEMS PROPOSAL

ACCEPTANCE OF PROPOSAL

CLIENT accepts the terms and price of this proposal by authorized signature below. **CLIENT** will notify **CONTRACTOR** and issue a PO for the entire price of the proposal within two weeks of the signature date. Contractor will then proceed with the work scope attached.

CLIENT:

Summit Line Construction

CONTRACTOR:

**Advanced Electric Systems
441 West Power Line Road
Heber, Utah 84032**

COMPANY:

Summit Line Construction

PO should be mailed or E-mailed to:

Advanced Electric Systems

Attn: AES Management

dkmayzsak@advancedelectricsystems.com

daniel.baca@advancedelectricsystems.com

cawillett@advancedelectricsystems.com

Please provide the following information:

Purchase order number and signed copy

Company Name and billing address:

Company contact information phone and email:

This Day the _____ of (Month) _____ Year of _____

CLIENT Authorized Signature: _____

Printed Name: _____

Authorized Persons Title: _____

CONTRACTOR Authorized Signature: _____

Printed Name: _____



Phone: 801-850-7150 or visit us at advancedelectricsystems.com

ADVANCED ELECTRIC SYSTEMS PROPOSAL

Authorized Persons Title: _____



Phone: 801-850-7150 or visit us at advancedelectricsystems.com



CHANGE ORDER

CO #22

Contractor: Summit Line Construction, Inc.

Change Order No.: 22

Project: CRC Boulder Flats Substation

Date: 9/1/2026

Date of Contract: 6/5/2024

Description of Work:

Pricing adjustment for waterline drawing changes, and easement survey.

Change Order No.: 22

\$366,187.82

Total Change per this Order

\$366,187.82

SUMMIT LINE CONSTRUCTION, INC.

CUSTOMER NAME

By _____
Authorized Signature

By _____
Authorized Signature

Name Filip Williams

Name _____

Title P.M.

Title _____

Date 6/25/2026

Date _____

Summit Line Construction, Inc Initials _____

Customer's Name Here _____

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Waterline drawing changes

Change Order #	Date	Change Order Description	Change Order Amount
22		Subcontractor	
		NDX	\$ 313,474.19
		Diamondback Survey	\$ 4,950.00
		Overhead and Profit @ 15%	\$ 47,763.63
			\$ 366,187.82

CHANGE ORDER REQUEST

1



Demolition • Grading • Utilities

Title: Signed Drawings 8/6/2026
Project Name: Boulder Flats (U)
Project Address: Boulder City
Boulder City,
COR Date: 08/28/2026
NDX, LLC Job Number:
Customer Job Number:
Customer Reference Number:

Our Information

NDX, LLC
2667 WEST CHEYENNE AVE
NORTH LAS VEGAS, Nevada 89032
Phone: (702)-438-7426

Customer Information

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

Description of Change Order Request

Includes change of material and additional labor and equipment for change of scope of work. Meter Vault assembly per UDACS Plate #50. Proposed Neptune meter in lieu of the Octave meter. Costs are based on revised drawings that are not approved, subject to change when drawings are approved.

Exclusions:

Electrical Scope

Octave brand Meter

Labor

Description	Qty (HR)	Unit (HR)	Rate (HR)	Total Cost
Foreman with Truck	80.00	ST	\$90.00	\$7,200.00
Operator	80.00	ST	\$60.00	\$4,800.00
Laborer	80.00	ST	\$50.00	\$4,000.00
Laborer	80.00	ST	\$50.00	\$4,000.00
Hours Subtotals: ST: 320.00			Total Labor:	\$20,000.00

Material

Description	Qty of Material	Unit of Measure	Rate	Total Cost
*Material Credit	1.00	LS	-\$116,640.86	-\$116,640.86
Material Change - Pending PRV Detail and Meter Vault	1.00	LS	\$266,114.91	\$266,114.91
Backhaul Dirt (from meter vault)	5.00	yd	\$5.00	\$25.00
Concrete	15.00	yd	\$261.25	\$3,918.75
Type II	4.00	Ton	\$9.00	\$36.00
			Total Material:	\$153,453.80

Equipment

Description	Qty of Equipment	Unit of Measure	Rate	Total Cost
End Dump	4.00	hr	\$140.00	\$560.00
18,000 lb Excavator	80.00	hr	\$135.00	\$10,800.00
3CY Loader	80.00	hr	\$170.00	\$13,600.00
2,000 Gallon Water Truck	80.00	hr	\$125.00	\$10,000.00
			Total Equipment:	\$34,960.00

Other

Description	Qty of Other	Unit of Measure	Rate	Total Cost
Shoring for PRV and Meter Vault with delivery and pick up	1.00	LS	\$800.00	\$800.00
			Total Other:	\$800.00

Subcontractor

Company	Description	Qty of Unit	Unit of Measure	Rate	Total Cost
Ross Co	Meter Vault	1.00	LS	\$52,197.00	\$52,197.00
			Total Subcontractor:		\$52,197.00

Subtotal	\$261,410.80
Tax Rate (Materials)	8.375% \$12,851.76
Mark Up Rate (Subtotal)	15.000% \$39,211.62
Requested Total	\$313,474.18

Terms & Conditions

Two hour minimum on hourly equipment.

NDX, LLC

2667 W Cheyenne Ave
North Las Vegas, NV 89032
Office: (702) 438-7426
Fax: (702) 437-4790

DATE: March 1, 2026

Equipment Rates

- *** 4 Hour Minimum on Equipment and Labor
- *** An Additional 10% to 15% OH&P will be added to Change Order pricing.
- *** Mobilization of Equipment to be on a case by case cost basis

Equipment	Unit	Rate	Equipment	Unit	Rate
Foreman Truck	hr	\$90.00	18,000 lb Excavator	hr	\$135.00
Operator	hr	\$60.00	18,000 lb Excavator / Hammer	hr	\$250.00
Laborer	hr	\$50.00	54,000 lb Excavator	hr	\$170.00
Truck Driver	hr	\$50.00	54,000 lb Excavator / Hammer	hr	\$290.00
Water Buffalo	day	\$420.00	84,000 lb Excavator	hr	\$280.00
Ingersol Air Compressor	day	\$420.00	84,000 lb Excavator W/ Hammer	hr	\$400.00
Quicke Saw	day	\$150.00	100,000 lb Excavator	hr	\$315.00
Walk Behind Saw	day	\$370.00	100,000 lb Excavator W/ Hammer	hr	\$520.00
Jumping Jack	day	\$265.00	Motor Grader Blade	hr	\$180.00
Plate Compactor	day	\$265.00	Skidsteer	hr	\$130.00
48" Smooth Drum Roller	hr	\$145.00	Skidsteer w/ Hammer	hr	\$170.00
84" Sheepsfoot Compactor	hr	\$185.00	Gannon Tractor	hr	\$135.00
3 CY Loader	hr	\$170.00	6,500 Gallon Water Pull	hr	\$220.00
4 CY Loader	hr	\$180.00	Water Truck 4,000 gallon	hr	\$135.00
6 CY Loader	hr	\$190.00	Water Truck 2,000 gallon	hr	\$125.00
CAT D6 Dozer	hr	\$250.00	10 Yd Dump Truck	hr	\$115.00
CAT D8T Dozer	hr	\$360.00	End Dump Truck	hr	\$140.00
CAT D10 Dozer	hr	\$575.00	Double Belly/ Sides	hr	\$165.00
CAT D11 Dozer	hr	\$775.00	Single Belly Truck	hr	\$140.00
CAT 631 Scraper	hr	\$315.00	Super End Dump	hr	\$155.00
15 CY Paddlewheel	hr	\$230.00	Transport Truck	hr	\$198.00
23 CY Paddlewheel	hr	\$240.00	Hydrovac Truck	hr	\$300.00
8,000 lb Mini Excavator	hr	\$120.00	Sewer / Storm Drain Camera Truck	hr	\$300.00
18,000 lb Backhoe	hr	\$135.00	Sweeper Truck	hr	\$135.00
			Type II (FOB Pit)	ton	\$9.00
			Sand (FOB Pit)	ton	\$10.00
			Asphalt (FOB Pit)	ton	\$104.00



FEL HENDERSON WW #1600
740 CAPE HORN DRIVE
HENDERSON, NV 89011-4020

*CREDIT

Phone: 702-564-2087
Fax: 702-564-5237

Deliver To:

From: Jason Fenison
jason.fenison@ferguson.com

Comments:

14:26:31 JAN 08 2026

Page 1 of 3

FERGUSON WATERWORKS #1600

Price Quotation

Phone: 702-564-2087

Fax: 702-564-5237

Bid No: B251211
Bid Date: 12/16/25
Quoted By: JWF

Cust Phone: 702-438-7426
Terms: NET 10TH PROX

Customer: NDX LLC
2667 W CHEYENNE AVE
N LAS VEGAS, NV 89032

Ship To: NDX LLC

Cust PO#: BOULDER FLATS 230KV

Job Name: SWITCHYARD

Item	Description	Quantity	Net Price	UM	Total

	BOULDER FLATS 230KV				
	SWITCHYARD				

	WATER				

	PIPE				

DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	4140	17.440	FT	72201.60
PSLUBXL1Q	1 QT 2 LB PIPE JT LUB NSF NEW FORM	24	6.000	EA	144.00
I513272	3X1000 DET TAPE BLUE WTR	5	50.000	EA	250.00
	SUBTOTAL				72595.60

	FITTINGS & ACCS.				

UT1X	8 UT DI C153 11-1/4 BEND	1	360.240	EA	360.24
UT4X	8 UT DI C153 45 BEND	1	427.728	EA	427.73
UT9X	8 UT DI C153 90 BEND	1	510.720	EA	510.72
DISJTGX	8 DI SJ TYTON GSKT	6	12.712	EA	76.27
3M7100178135	1403-XR BLUE WTR BALL MRKR	3	22.770	EA	68.31
TWRP36100CFER	36X100 8 MIL CLR NON PERF WRAP *X	1	71.212	EA	71.21
PSPWT210	2X100 10 MIL PIPE WRAP TAPE	6	5.000	EA	30.00
SPWL600	1G PWL-600 RUST PREVENTATIVE	1	130.720	EA	130.72
PS67194	2 WOOD HDL CHIP BRSH	6	2.070	EA	12.42
	SUBTOTAL				1687.62

	FIRE HYDRANT ASSY.				
	QTY: 1				

UTFRXU	8X6 UTXFLG DI C153 RED	1	395.808	EA	395.81
AFC2506FTLAOL	6 DI FLG X TJ RW OL GATE VLV L/A	1	1144.080	EA	1144.08
FNWNBSZ1U	6 ZN 150# FLG NUT/BLT SET	1	17.922	EA	17.92
ATSGAU	6 FF 1/8 TORUSEAL NSF61 FLG GSKT	1	23.494	EA	23.49

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1600&on=619533>



Fax: 702-564-5237

14:26:31 JAN 08 2026

Reference No: B251211

Item	Description	Quantity	Net Price	UM	Total
SVB2600WLVHD35	5-1/4 HVY LID W/ 4 SKT CL35 LV	1	56.390	EA	56.39
SVB4621X	16 SLIP VLV BX TOP	1	59.470	EA	59.47
SVB4642	36 VLV BX EXT	1	102.350	EA	102.35
AFCB84BLAOL50TJBC	5-1/4 B84B HYD 5'0 OL TJ L/A BC	1	3621.600	EA	3621.60
DISJTGX	8 DI SJ TYTON GSKT	1	12.720	EA	12.72
DISJTGU	6 DI SJ TYTON GSKT	2	11.020	EA	22.04
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	20	10.020	FT	200.40
	SUBTOTAL				5656.27

	14X8 TAP ASSY.				
	QTY: 1				

	PLANS CALL OUT FOR MJ TAPPING SLEEVE. QUOTING AS MJ TAPPING SLEEVE BUT DETAIL ALSO SAYS THAT THE EXISTING 14" IS MLCP OR SCCP WHICH REQUIRES A STEEL WRAPPER PROVIDED BY OTHERS. IF SS TAPPING SLEEVE CAN BE USED, COST IS \$4842.40 EACH PLUS SALES TAX.				

MJTSDI14X	14X8 MJ TAPN SLV F/ DI	1	13566.000	EA	13566.00
AFC2508FMLAOL	8 FLG X MJ RW OL GATE VLV L/A	1	1489.590	EA	1489.59
MJAPX	8 MJ C153 ACC PK	1	48.420	EA	48.42
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	1	13.740	EA	13.74
ATSGAX	8 FF 1/8 TORUSEAL NSF61 FLG GSKT	1	33.470	EA	33.47
SVB4642	36 VLV BX EXT	1	102.350	EA	102.35
SVB4621X	16 SLIP VLV BX TOP	1	59.470	EA	59.47
SVB2600WLVHD35	5-1/4 HVY LID W/ 4 SKT CL35 LV	1	56.390	EA	56.39
	SUBTOTAL				15369.43

PT-6RPDA56LVVWD	6" RPDA ASS. #56 - LVVWD	1		EA	
	QTY: 1				

W475STDAU	LF 6 475 RPDA SS BDY N PATT OS&Y	1	10921.330	EA	10921.33
FPPUW	6X7'0 FLGXPE CL BT DI SPL	2	919.674	EA	1839.35
WFLSSTU	*CVR* LF 6 SETTER FLG X FLG FIT 4XX	1	1555.110	EA	1555.11
SSFADXP6S	IMP 6 FLG & ONE LOK DI SS	2	423.890	EA	847.78
FNWNBSZ1U	6 ZN 150# FLG NUT/BLT SET	4	17.930	EA	71.72
ATSGAU	6 FF 1/8 TORUSEAL NSF61 FLG GSKT	4	23.500	EA	94.00
MVEGB223N	5/8X3/4 420B BB ME8 SG 5 NICOR	1	196.200	EA	196.20
S800LU880AKST	BFP ENC 44X44X52	1	4929.210	EA	4929.21
UTFRXU	8X6 UTXFLG DI C153 RED	2	425.910	EA	851.82
DISJTGX	8 DI SJ TYTON GSKT	2	12.712	EA	25.42
	PT-6RPDA56LVVWD				21331.94
Net Total:					\$116640.86
Tax:					\$9768.66
Freight:					\$0.00
Total:					\$126409.52



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Fax: 702-564-5237

14:26:31 JAN 08 2026

Reference No: B251211

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

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FEL HENDERSON WW #1600
740 CAPE HORN DRIVE
HENDERSON, NV 89011-4020

Phone: 702-564-2087
Fax: 702-564-5237

Deliver To:

From: Jason Fenison
jason.fenison@ferguson.com

Comments:

11:00:49 AUG 28 2026

Page 1 of 4

FERGUSON ENTERPRISES LLC #1600

Price Quotation

Phone: 702-564-2087

Fax: 702-564-5237

Bid No: B258193
Bid Date: 08/18/26
Quoted By: JWF

Cust Phone: 702-438-7426
Terms: NET 10TH PROX

Customer: NDX LLC
2667 W CHEYENNE AVE
BOULDER FLATS SOLAR INTER
N LAS VEGAS, NV 89032

Ship To: NDX LLC

Cust PO#: BOULDER FLATS 230KV

Job Name: SWITCHYARD

Item	Description	Quantity	Net Price	UM	Total

BOULDER FLATS 230KV					
SWITCHYARD					

WATER					

PIPE					

DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	4260	17.440	FT	74294.40
PSLUBXL1Q	1 QT 2 LB PIPE JT LUB NSF NEW FORM	24	6.000	EA	144.00
I513272	3X1000 DET TAPE BLUE WTR	5	50.000	EA	250.00
SUBTOTAL					74688.40

FITTINGS & ACCS.					

UT2X	8 UT DI C153 22-1/2 BEND	1	377.570	EA	377.57
UT4X	8 UT DI C153 45 BEND	2	427.730	EA	855.46
DISJTGX	8 DI SJ TYTON GSKT	6	12.712	EA	76.27
MJ4LAX	8 MJ C153 45 BEND L/A	2	263.570	EA	527.14
SSLCEP8BW	8 PVC WDG REST GLND PK LVVWD	4	120.440	EA	481.76
3M7100178135	1403-XR BLUE WTR BALL MRKR	5	22.770	EA	113.85
TWRP36100CFER	36X100 8 MIL CLR NON PERF WRAP *X	1	71.210	EA	71.21
PSPWT210	2X100 10 MIL PIPE WRAP TAPE	6	5.000	EA	30.00
SPWL600	1G PWL-600 RUST PREVENTATIVE	1	130.720	EA	130.72
PS67194	2 WOOD HDL CHIP BRSH	6	2.070	EA	12.42
SUBTOTAL					2676.40

FIRE HYDRANT ASSY.					
QTY: 1					

SFPR86	8X6 FLG X UT DI C153 RED	1	462.340	EA	462.34
AFC2508FTLAOL	8 DI FLG X TJ RW OL GATE VLV L/A	1	1807.120	EA	1807.12
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	1	13.740	EA	13.74

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Fax: 702-564-5237

11:00:49 AUG 28 2026

Reference No: B258193

Item	Description	Quantity	Net Price	UM	Total
ATSGAX	8 FF 1/8 TORUSEAL NSF61 FLG GSKT	1	33.470	EA	33.47
SVB2600WLVHD35	5-1/4 HVY LID W/ 4 SKT CL35 LV	1	56.390	EA	56.39
SVB4621X	16 SLIP VLV BX TOP	1	59.470	EA	59.47
SVB4642	36 VLV BX EXT	1	102.350	EA	102.35
MA423MJULAOLR	5-1/4 HYD 4'6 MJ OL STORZ L/A	1	5245.700	EA	5245.70
	KNOX STORZ LOCK TO BE PROVIDED BY OTHERS.				
AFCB84BLAOL50TJBC	5-1/4 B84B HYD 5'0 OL TJ L/A BC	1	3621.600	EA	3621.60
DISJTGX	8 DI SJ TYTON GSKT	1	12.720	EA	12.72
DISJTGU	6 DI SJ TYTON GSKT	2	11.020	EA	22.04
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	20	10.020	FT	200.40
A190B1231	1G SAFETY RED WB RUST PREV PAINT	1	85.610	EA	85.61
PS67194	2 WOOD HDL CHIP BRSH	3	2.070	EA	6.21
	SUBTOTAL				11729.16

	BOLLARDS FOR FIRE HYDRANT				
	QTY: 4				

B173261	4X108 .237W BLK RDY CUT BOLLARD *X	4	193.200	EA	772.80
CF105SYE	1G SAYE HYD PAINT	1	85.610	EA	85.61
PS67194	2 WOOD HDL CHIP BRSH	3	2.070	EA	6.21
	SUBTOTAL				864.62

	14X8 TAP ASSY.				
	QTY: 1				

	PLANS CALL OUT FOR MJ				
	TAPPING SLEEVE.				
	IF SS TAPPING SLEEVE CAN				
	BE USED, COST IS \$4842.40				
	EACH PLUS SALES TAX.				

MJTSDI14X	14X8 MJ TAPN SLV F/ DI	1	14922.599	EA	14922.60
AFC2508FMLAOL	8 FLG X MJ RW OL GATE VLV L/A	1	1716.400	EA	1716.40
MJAPX	8 MJ C153 ACC PK	1	62.400	EA	62.40
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	1	13.740	EA	13.74
ATSGAX	8 FF 1/8 TORUSEAL NSF61 FLG GSKT	1	33.470	EA	33.47
SVB4642	36 VLV BX EXT	1	102.350	EA	102.35
SVB4621X	16 SLIP VLV BX TOP	1	59.470	EA	59.47
SVB2600WLVHD35	5-1/4 HVY LID W/ 4 SKT CL35 LV	1	56.390	EA	56.39
	SUBTOTAL				16966.82

PT-6RPDA56LVVWD	6" RPDA ASS. #56 - LVVWD	1		EA	
	QTY: 1				

W475STDAU	LF 6 475 RPDA SS BDY N PATT OS&Y	1	11468.000	EA	11468.00
FPPX10	8X10'0 FLGXPE CL BT DI SPL	2	1690.680	EA	3381.36
WFLSSTU	*CVR* LF 6 SETTER FLG X FLG FIT 4XX	1	1555.110	EA	1555.11
SSFADXP6S	IMP 6 FLG & ONE LOK DI SS	2	423.890	EA	847.78
FNWNBSZ1U	6 ZN 150# FLG NUT/BLT SET	4	17.930	EA	71.72
ATSGAU	6 FF 1/8 TORUSEAL NSF61 FLG GSKT	4	23.500	EA	94.00
MVEGB223N	5/8X3/4 420B BB ME8 SG 5 NICOR	1	196.200	EA	196.20
S800LU880AKST	BFP ENC 44X44X52	1	4929.210	EA	4929.21
UTFRXU	8X6 UTXFLG DI C153 RED	2	425.910	EA	851.82
DISJTGX	8 DI SJ TYTON GSKT	2	12.710	EA	25.42
	PT-6RPDA56LVVWD				23420.62

	8X4 PRV ASSEMBLY				
	QTY: 1				



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Fax: 702-564-5237

11:00:49 AUG 28 2026

Reference No: B258193

Item	Description	Quantity	Net Price	UM	Total
SP-C9001BCPSYKCX8	8 90-01 PRV W/ XP2F MTR PKG ON VLV	1	27164.319	EA	27164.32
SP-C9001BCPSYKCX4	4 90-01 PRV W/ XP2F MTR PKG ON VLV	1	16974.049	EA	16974.05
MJ9LAX	8 MJ C153 90 BEND L/A	4	321.030	EA	1284.12
SSLCEP8BW	8 PVC WDG REST GLND PK LVVWD	2	120.440	EA	240.88
SSLDEP8	8 DI MJ WDG REST GLND PK *ONELOK	2	123.200	EA	246.40
AFT350PDX	8 CL350 DCL DI FASTITE PIPE	40	43.740	FT	1749.60
MJF9LAX	8 MJXFLG C153 90 BEND L/A	2	474.240	EA	948.48
FPPX10	8X10'0 FLGXPE CL BT DI SPL	2	1690.680	EA	3381.36
RRFCA090511	8 FLG COUP ADPT SS EPOX 9.05	2	980.720	EA	1961.44
FEL9X	8 FLG EPOX LINED 90 BEND	2	891.940	EA	1783.88
FELTXP	8X4 FLG EPOX TEE	2	1547.700	EA	3095.40
	WITH 1" AND 3/4" TAPS				
AFC2508FFOLHW	8 FLG RW OL GATE VLV W/ H/WHL ZN	2	1753.290	EA	3506.58
RDJ40508135011D	DJ405 8X13.50 CLS D FLG EPOX SS B&N	1	1950.630	EA	1950.63
FFPELXG	8X1'0 FLGXFLG EPOX DI SPL	1	432.000	EA	432.00
AFC2504FFOLHW	4 FLG RW OL GATE VLV W/ H/WHL ZN	2	839.180	EA	1678.36
FEL9P	4 FLG EPOX LINED 90 BEND	2	351.120	EA	702.24
FPPELPW	4X7'0 FLGXPE EPOX DI SPL	1	672.800	EA	672.80
SSFADXP4S	IMP 4 FLG & ONE LOK DI SS	1	200.320	EA	200.32
SP-T1LBXI668	6-8 150LB INSUL BOX SET DBL FW T316	2	114.150	EA	228.30
SP-T1LIEIGG10NSF08	8 150# EIGG10 DW G10 & G10 SLEEVE	2	207.980	EA	415.96
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	2	13.740	EA	27.48
P304SSFBNUX	6 - 8 SS 304 FLG N&B SET W/ PTFE *X	10	78.170	EA	781.70
ATSGAX	8 FF 1/8 TORUSEAL NSF61 FLG GSKT	10	33.470	EA	334.70
FBSS16SP	4 SS 316 FLG N&B SET 5/8X3	7	34.320	EA	240.24
ATSGAP	4 FF 1/8 TORUSEAL NSF61 FLG GSKT	6	12.050	EA	72.30
MS9608	8 FLG SDL SUPP *X	3	234.430	EA	703.29
SP-MS9604	4 FLG SDL SUPP *X	1	222.220	EA	222.22
GGPPEA533FTK	2 GALV BE A53A S40 PIPE 3 FT FABBED	4	26.520	EA	106.08
M73131BG	LF 1 MIP X MIP BV CORP ST	2	83.980	EA	167.96
IBRLFTGGF	LF 1X1X3/4 BRS TEE	2	35.770	EA	71.54
GBRNGCL	LF 1XCLOSE BRS NIP GBL	2	10.580	EA	21.16
V201C2	1 COMB AIR & VAC CI VLV W/ NPT THRD	2	1369.340	EA	2738.68
IGNGCL	1XCLOSE GALV STL NIP	2	9.430	EA	18.86
NGMVCG	1 GALV MUSH VENT CAP W/ SCRIN & NIP	2	28.690	EA	57.38
GBRNFN	LF 3/4X3 BRS NIP GBL	2	12.090	EA	24.18
FNWX420AF	LF 3/4 BRS 600# WOG THRD 2PC FP BV	2	55.000	EA	110.00
KCP02HMWPE18STR	2GA X 18 HMWPE BONDING JUMPER *X	20	12.040	EA	240.80
CA45XF19	SHOT F/ DI PIPE CADWELD	20	16.840	EA	336.80
C52926	4X4 HANDY CAP IP	20	10.440	EA	208.80
SP-NCADWELDMO28	CADWELD MOLD #2 TO 8" DIP	1	171.040	EA	171.04
NCPTHFLINTIGNIT	FLIN IGN *X	1	17.310	EA	17.31
NC530485OZ	5 OZ ROYBOND 747 PRMR *X	1	33.940	EA	33.94
SP-S820AKPRV8X4	PRV ENCL 76W X 156L X 72H SIERA TAN (2) 36" WIDE REMOVABLE ACCESS PANELS ON EACH 156"L SIDE (SEE ATTACHED DRAWING), HINGED ROOF	1	23730.819	EA	23730.82
SP-D1800SPT	DRUCK 1800 SUB PRESS TRANSMITTER	2	2852.460	EA	5704.92
	SUBTOTAL				104759.32
	8" METER VAULT				
	QTY: 1				
	PER UDACS PLATE #50				
NEU4A4F1SA89	*NLA 8 MACH 10 TC 20 LENGTH C/F	1	11747.890	EA	11747.89
SP-DISFWRELX22	8X22 FLGXFLG DI SPL W/ WR EL&C	2	1856.830	EA	3713.66



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Fax: 702-564-5237

11:00:49 AUG 28 2026

Reference No: B258193

Item	Description	Quantity	Net Price	UM	Total
UTFAX	8 UTXFLG DI C153 ADPT	2	423.170	EA	846.34
DISJTGX	8 DI SJ TYTON GSKT	2	12.710	EA	25.42
FNWNBSZ1X	8 ZN 150# FLG NUT/BLT SET	7	13.740	EA	96.18
P304SSFSBNUX	6 - 8 SS 304 FLG N&B SET W/ PTFE *X	10	78.170	EA	781.70
ATSGAX	8 FF 1/8 TORUSEAL NSF61 FLG GSKT	11	33.470	EA	368.17
ATSGAU	6 FF 1/8 TORUSEAL NSF61 FLG GSKT	1	23.500	EA	23.50
AFC2508FFOLHW	8 FLG RW OL GATE VLV W/ H/WHL ZN	2	1753.290	EA	3506.58
FELTXU	8X6 FLG EPOX TEE	1	1311.140	EA	1311.14
ELTAPBFUK	*NLA 6X2 CS BLND FLG EPOX	1	343.200	EA	343.20
M73131BK	LF 2 MIP X MIP BV CORP ST	1	338.740	EA	338.74
FPPELXP	8X4'0 FLGXPE EPOX DI SPL	2	634.400	EA	1268.80
R50109060906511	9.06X9.06X5 SS COUP W/ N&B	1	600.710	EA	600.71
SP-OMETVLT8X12	8'X12" METER VAULT PER C 475	1	38110.009	EA	38110.01
B173261	4X108 .237W BLK RDY CUT BOLLARD *X	1	193.200	EA	193.20
FELTXP	8X4 FLG EPOX TEE	2	1547.700	EA	3095.40
AFC2504FFOLHW	4 FLG RW OL GATE VLV W/ H/WHL ZN	2	839.180	EA	1678.36
ELTAPBFPK	4X2 CS BLND FLG EPOX	2	181.600	EA	363.20
FBSS16SP	4 SS 316 FLG N&B SET 5/8X3	4	34.320	EA	137.28
ATSGAP	4 FF 1/8 TORUSEAL NSF61 FLG GSKT	4	12.050	EA	48.20
MS9608	8 FLG SDL SUPP *X	2	234.430	EA	468.86
GGPPEA533FTK	2 GALV BE A53A S40 PIPE 3 FT FABBED	2	26.520	EA	53.04
	SUBTOTAL				69119.58
			Net Total:	-\$304224.92	\$266,114.91
			Tax:	\$25478.89	
			Freight:	\$0.00	
			Total:	\$329703.81	

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3" through 12"
- Extended low-flow range for superior leak detection
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Open flow path design with low pressure loss
- Advanced ultrasonic technology with easily replaceable UME design
- Lead free, high-copper alloy maincase
- UL Listed and FM Approved (standard)
- Available in standard turbine and compound lay lengths
- No maintenance

Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL Listed/FM Approved
(Standard)

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Environmental Conditions

- Operating temperature:
+14°F to +149°F (-10°C to +65°C)
- Storage temperature:
-40°F to +158°F (-40°C to +70°C)

Expected Battery Life

- 10 years

Applications

- Potable water
- Fire service
- Reclaim water

Warranty

- Neptune provides a limited warranty for performance, materials, and workmanship. See warranty statement for details.

System Compatibility

- Compatible with Neptune R900® System. Also available as MACH 10®)R900i™ for an integrated radio solution and MACH 10®)TC for Sensus Touch Coupler compatibility.

Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	
			Normal Operation (Non Fire Service)	Fire Service
3"	0.50 U.S. gpm	0.75 to 500 U.S. gpm	500 U.S. gpm	420 U.S. gpm
4"	0.75 U.S. gpm	1.5 to 1250 U.S. gpm	1250 U.S. gpm	1100 U.S. gpm
6"	1.0 U.S. gpm	2.0 to 2000 U.S. gpm	2000 U.S. gpm	1800 U.S. gpm
8"	4.0 U.S. gpm	6.0 to 4000 U.S. gpm	4000 U.S. gpm	4000 U.S. gpm
10"	6.0 U.S. gpm	10.0 to 6500 U.S. gpm	6500 U.S. gpm	6500 U.S. gpm
12"	8.0 U.S. gpm	12.0 to 8000 U.S. gpm	8000 U.S. gpm	8000 U.S. gpm

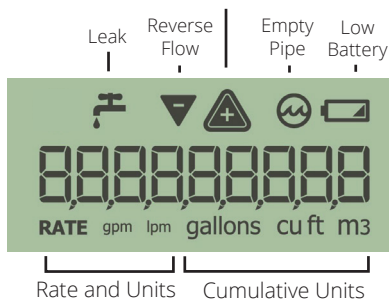
Registration

High Resolution (8-digit reading)		3"	4"	6" - 12"
1	U.S. Gallons	✓	✓	
10	U.S. Gallons			✓
0.1	Cubic Feet	✓	✓	
1	Cubic Feet			✓
0.01	Cubic Metres	✓	✓	
0.1	Cubic Metres			✓

LCD Display

9-digit display for extra resolution on manual reads.

Forward Flow + Warning for Excessive Flow



Dimensions

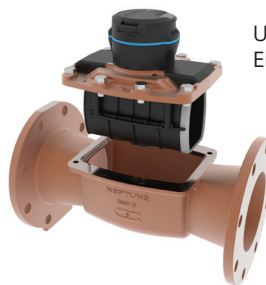
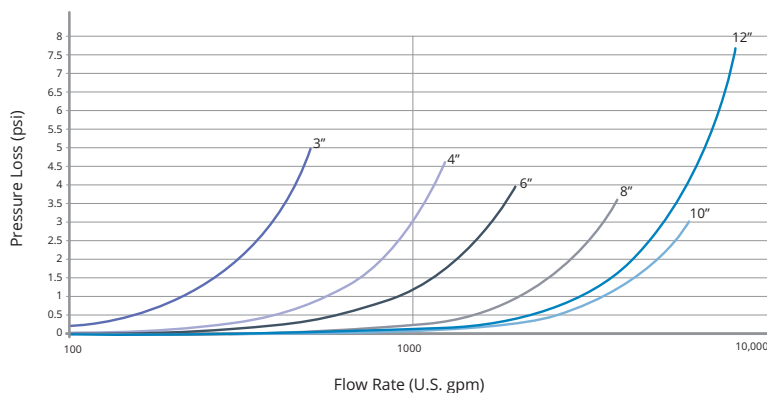
Meter Size	Length	Height	Weight
3"	12"	9½"	39 lbs
	17"	9½"	42 lbs
4"	14"	11"	51 lbs
	20"	11"	57 lbs
6"	18"	12¾"	79 lbs
	24"	12¾"	91 lbs
8"	20"	15 ⅜"	160 lbs
10"	26"	17 ⅞"	264 lbs
12"	19 ⅞"	20"	292 lbs

Available Units of Measure

Consumption	Rate
Gallons	GPM
Cubic Feet	GPM
Cubic Metres	LPM

Pressure Loss

This chart shows typical meter performance. Individual results may vary.



Unitized Measuring Element (UME)



Neptune Technology Group

1600 Alabama Highway 229

Tallahassee, AL 36078

800-633-8754 f 334-283-7293

Ross Co. CONSTRUCTION INC.

3920 Leon Ave, Suite 1, Las Vegas, NV 89130

NV Contractors License # 0054054A, Limit \$ Unlimited

Voice (702)656-0812 Fax (702)656-0805

Dave Ross Cell: (702)348-6793

PROPOSAL NO.

email: dave@rosscolv.com

August 27, 2026

NON-PREVAILING WAGE

To: **NDX**

CITY **Las Vegas**

Project: **Boulder Flats**

Attn: **Ruben Carnate**

DATE ON PLANS **7/30/2026**

PROJ #

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Total Price</i>
1	WATER VAULT PER (C-475 PLATE No 50) 12'X6'	EACH	1	\$52,197.00	\$52,197.00
				TOTAL	\$52,197.00

ITEM NOTES

#1 TRAFFIC RATED VAULT, INCLUDE LADDER, VAULT HATCH, PIPE SUPPORTS, SUMP GRATE & FRAME
EXCLUDE METER, LINK SEALS, PIPING, ECT...

Inclusions:

Form, purchase and place concrete, reinforcing, hardware at drop inlets, Components at manholes, pour and clean-up areas listed, Grade prep +/- 1/10th, labor and materials.

Exclusions:

Excavation, Backfill, Staking, Barricades, Shoring, Dust control, Sub-grade prep, Testing for Compaction and Concrete, Inspections, Permits, Engineering, Type II Base, Dewatering, Demolition, Haul-off, Corrosion Protection and Anything Not Specifically Listed.

Note: Must have access for concrete trucks. Prices subject to change after 30 days. If this proposal is accepted it will become part of any contract with your company. If bonded add 2.5% to proposal. If you have any questions about this proposal, please call Dave at 702-348-6793 or Kyler at 702-526-5521



**PROPOSAL FOR
PROFESSIONAL LAND SURVEYING SERVICES**
Proposal Number: **241012**

LEGAL
DESCRIPTIONS

Date: **September 1, 2026**

SUBDIVISION
MAPPING

Client: **Summit Line Construction**
2590 Nature Park Drive, Suite 175
North Las Vegas, NV 89084

PARCEL MAPS

Attention: Filip Williams

(p) 435.657.0721

(e) fwilliams@summitlineconstruction.com

REVERSIONARY
MAPPING

RECORD OF
SURVEYS

Project: **Waterline Easement Legal & Exhibit**
A.P.N. 189-13-000-010
Boulder City, NV 89005

TOPOGRAPHIC
SURVEYS

ALTA SURVEYS

Dear Filip,

GPS CONTROL
SURVEYS

Thank you for the opportunity to propose on this unique project. It's our pleasure to provide you with our Professional Land Surveying Services. We look forward to working with you to make this project a success.

WATER RIGHTS
SURVEYS

Please contact me if you have any questions or concerns.

CADASTRAL
SURVEYS

Office: 702.823.DBLS (3257)

Direct: 725.241.7439

Toll: 888.594.DBLS (3257)

Fax: 702.933.9030

Email: jbalden@diamondbacklandsurveying.com

CONSTRUCTION
STAKING

3D LASER
SCANNING

Please indicate your acceptance by signing the places where indicated and returning the entire agreement to our office via fax or email.

Respectfully,
Diamondback Land Surveying, LLC,

A handwritten signature in blue ink that reads 'Jason Bolden'.

Jason Bolden
Estimator

Always do right! This will gratify some people & astonish the rest.
6140 Brent Thurman Way, Suite 230, Las Vegas, NV 89148
(o) 702.823.DBLS (f) 702.933.9030 (t) 888.594.DBLS
www.diamondbacklandsurveying.com

ARIZONA

CALIFORNIA

NEVADA

UTAH

WASHINGTON

Proposal Number: 241012
Date: September 1, 2026
Client: Summit Line Construction
Project: Waterline Easement Legal & Exhibit

The following Land Surveying services will be provided by **Diamondback Land Surveying, LLC**.

Project Details:

- a) The site lies within the City of Boulder City Jurisdiction.
- b) The project site is located near US 95 & S I-11.
- c) This survey shall be based on the vesting deed and other public record information.
- d) The proposed cost covers the scope of work presented in this proposal only. If, during the course of work it becomes evident that controlling monuments or benchmarks which appear on record maps or project plans are disturbed, destroyed or missing or a material discrepancy with the information contained in any record map is discovered, additional services may be required. However, services beyond those outlined in this proposal will not be provided without the Client's prior written consent.

Total Land Surveying Services Fee: (Waterline Easement Legal & Exhibit) **See note below**

Fees for Land Surveying Services itemized below will be invoiced upon substantial completion of each item.

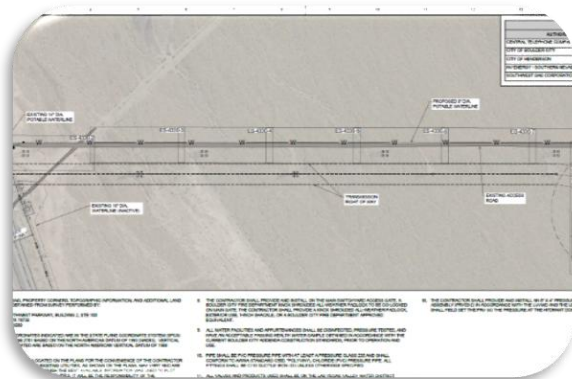
\$0.00

Field Survey Services: Field work is to locate surrounding monuments to establish control around the site and of Section 13, to create a point of commencement for the Legal & Exhibit.

Total of \$4,950.00

Mapping and Office Services: Will include research and procurement of available record maps and documents, reduction of field data to provide a Legal & Exhibit for the new easement requested by Boulder City.

Estimated Time Frame: Deliverable will be within 12-15 business days from NTP.



The scope of work, terms, and conditions stated in this Proposal shall become effective upon any of the following: (1) Client or its representative's execution of this Proposal; (2) Client's written direction and/or authorization for DBLS to commence the services identified in the Proposal; (3) Client's acceptance of work product DBLS produces pursuant to the Proposal; or (4) Any payment made by Client to DBLS in relation to the work identified Proposal.

****The above price quote is good for 4 months from the date of this proposal.

Per the Nevada Administrative Code Sections 625.545 & the California 2025 Professional Land Surveyors' Act, Section 8759 (6), Diamondback Land Surveying has a current professional liability insurance policy

Additional Services:

- a) Subsequent changes to plans or scope of work which will require additional work by DBLS will result in extra charges at a rate of **\$260.00** per hour for field work and **\$230.00** per hour for office work and invoiced accordingly.

Schedule:

- a) We are available to commence our services immediately upon our receipt from Client of this executed contract and notice to proceed, the retainer amount (if any) and any applicable documents and information necessary for us to begin our services.
- b) We request 48 hour advance notification prior to proceeding with services in order to prepare a staking plan and mobilize field crews. Staking requests can be made by faxing your request to 702.933.9030 or online at.
- c) Barring delays beyond our reasonable control, we anticipate we will complete our services in a timely manner in accordance with your schedule requirements.

Client and DBLS agree as follows:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and DBLS.

2. This agreement contains the entire agreement between the parties relating to the project. Any prior agreements not expressly set out in this agreement are void. Subsequent modifications to this agreement shall be in writing and signed by both parties.

3. Waiver of any term, condition or covenant set out herein shall not constitute a waiver of any other term, condition or covenant.

4. If any part of this agreement is held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall be valid and binding.

5. This agreement shall be governed by the laws of the State of Nevada.

6. Per NAC 625.530(4), if the DBLS's scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, etc.), such services shall not constitute a representation or warranty that such permits will be approved. Further, as a governing authority's review of DBLS's work product is subjective, an adverse result could occur if the reviewing governing authority disagrees with DBLS's assessment.

7. Client shall deliver, upon DBLS's request, any additional information, documents or funds to pay governmental fees and charges that are necessary for DBLS to perform its services under this agreement.

8. All plats, drawings, reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by DBLS are instruments of service, and shall remain the property of DBLS and may be used by DBLS without the consent of Client. Upon request and payment of all costs, Client will be furnished a signed and sealed copy of all final plats and other documents required by provisions of the agreement to be prepared by DBLS.

9. DBLS is not responsible for any determination or location of any underground conditions not visible and obvious by inspection of the premises, including, but not limited to, soils, geological conditions, physical devices and facilities, pipelines or buried cables unless specifically included in writing in this agreement, and shall not be responsible for any liability that may arise out of the

making of or failure to make such determination or location of any subsurface condition.

10. DBLS has the right to complete all services requested pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless DBLS is responsible for such termination, Client agrees to release DBLS from all liability for services performed. In the event all or any portion of the services by DBLS are suspended, abandoned, or otherwise terminated, Client shall pay DBLS all fees and charges for services provided prior to termination. If DBLS's services are suspended and restarted, DBLS will be entitled to additional compensation for extra services pursuant to the provisions of paragraph 15 of this agreement. If DBLS's services are terminated for the convenience of Client, DBLS is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to paragraph 15.

11. DBLS shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of DBLS's obligations pursuant to this agreement continues for a period exceeding ninety (90) days, DBLS shall have the right to terminate all services pursuant to this agreement.

12. This agreement shall not be construed to alter, affect or waive any DBLS's lien, mechanic's or materialman's lien to which DBLS may be entitled for the performance of services pursuant to this agreement. Client agrees to provide DBLS the name and address of the record owner of the property that is the subject of the project.

13. All fees and other charges due DBLS will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay DBLS within thirty (30) days after invoices are rendered, DBLS shall have the right in its absolute discretion to

consider such default in payment a material breach of this agreement, and DBLS's duties under this agreement may be suspended or terminated. In such event, Client shall pay DBLS for all outstanding fees and charges due DBLS at the time of suspension or termination. If DBLS elects to suspend or terminate its services pursuant to the provisions of this paragraph, DBLS is entitled to reasonable suspension or termination costs or expenses.

14. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1 -1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing.

15. Client agrees that if it requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with DBLS's usual and customary billing rates.

16. If any staking or monuments are damaged, removed or destroyed by anyone other than DBLS, the entire cost of new staking or monuments shall be paid for by Client as extra services in accordance with paragraph 15. DBLS assumes no liability for errors or omissions unless notified within 48 hours of the Client discovery of such. If notified within 48 hours, DBLS will have the right to remedy any such errors or omissions within a reasonable time thereafter at no additional cost to the Client. DBLS will assume no liability for construction staking unless all stakes are maintained intact and verified as to their origin. The limit of liability of DBLS to the Client for any cause or combination of causes shall be in total limited to the fees paid under this agreement.

17. Client acknowledges that the services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change at any time, and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 15.

18. Client shall pay the costs of all inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees and charges not specifically covered by the provisions of this agreement.

19. Any area or volume computations or estimates will be performed pursuant to generally accepted standards of professional practice in effect at the time of performance and shall not to be considered as irrefutable or unconditional.

20. DBLS makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.

21. In the event Client agrees to, authorizes, or permits changes in the instruments of service prepared by DBLS, which changes are not consented to in writing by DBLS, or Client does not accept opinions or recommendations of DBLS pursuant to this agreement, Client acknowledges that the unauthorized changes and their effects and the failure of the Client to accept the DBLS's opinions or recommendations are not the responsibility of DBLS.

22. Client agrees not to use or permit any other person to use instruments of service prepared by DBLS which are not final and which are not signed and sealed by DBLS. Client shall be responsible for any such use of non-final instruments of service or other documents not signed and sealed by DBLS. Client hereby waives any claim for liability against DBLS for such use. Client further agrees that final plats, specifications, drawings, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in this agreement. Such final plats, specifications, drawings, reports or other documents may not be changed or used on a different project without written consent of DBLS.

23. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by DBLS, Client agrees that all such electronic files are instruments of service of DBLS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement.

In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DBLS, its officers, directors, employees, agents and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than DBLS or from any reuse of the electronic files without the prior written consent of DBLS.

24. If DBLS produces plats, specifications, or other documents and/or performs field services, and such plats, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this agreement, any additional services thereby required shall be paid for by Client as extra services in accordance with paragraph 15.

25. DBLS is not responsible for delay caused by activities or factors beyond DBLS's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, inclement weather, acts of God, failure of Client to furnish timely information or approve or disapprove of DBLS's services or instruments of service promptly, faulty performances by Client or other contractors or governmental agencies. When such delays beyond DBLS's reasonable control occur, DBLS shall not be responsible for damages nor shall DBLS be deemed to be in default of this agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause DBLS to perform extra services,

such services shall be paid for by Client as extra services in accordance with paragraph 15.

26. DBLS is not responsible for the performance of work by third parties.

27. Client agrees to limit the liability of DBLS, its principals, employees and subconsultants, to Client for any claim or action arising in tort, contract, or strict liability, to the amount of DBLS's fee under this agreement.

28. In the event there is litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

29. In the event DBLS institutes litigation to enforce or interpret the provisions of this agreement, such litigation shall be brought and adjudicated in the appropriate court in the county in which the DBLS's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

30. DBLS shall not be required to sign any documents, no matter by who requested, that would result in DBLS having to certify, guarantee or warrant the existence of conditions whose existence the DBLS cannot ascertain. Client agrees not to make resolution of any dispute with the DBLS or payment of any amount due the DBLS contingent upon the DBLS's signing or agreeing to any such certification.

31. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the project or following completion of the project, Client and DBLS agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

(b) Subdivision (a) shall not preclude or limit DBLS's right to file an action for collection of fees in a court of competent jurisdiction.

(c) Subdivision (a) shall not preclude or limit DBLS's right to perfect or enforce applicable DBLS's, mechanic's or materialman's liens.

32. If the scope of services to be provided by DBLS pursuant to the terms of this agreement includes an ALTA/NSPS Land Title Survey, Client agrees that DBLS will only sign the 2026 ALTA/NSPS Land Title Survey surveyors' certificate included in the 2026 ALTA/NSPS Land Title Survey Standards. In the event DBLS agrees to sign a statement or certificate which differs from the 2026 ALTA/NSPS Land Title Survey Standards, Client hereby agrees to and hold DBLS harmless from any and all liability arising from or resulting from the signing of any statements or certificates which differs from those statements or certificates contained in the 2026 ALTA/NSPS Land Title Survey Standards.

33. The Client and DBLS agree that notwithstanding any statute, rule, case law precedent, or the like to the contrary, any and all claims by and/or between the parties, including but not limited to claims for professional negligence, breach of contract, and/or indemnity, shall be asserted via formal dispute resolution within two (2) years from substantial completion of the Project. Substantial completion of the Project shall be deemed to have occurred

if any of the following has taken place: (1) A notice of substantial completion is issued by the Project architect for the Project; (2) a Certificate of Occupancy is issued for the Project; (3) Client pays DBLS's final invoice for the Project; or (4) DBLS is terminated from the Project.

34. This Proposal, including these terms and conditions, sets forth the entire understanding and agreement between Client and DBLS relating to the matters contemplated in this Proposal and supersedes and replaces any and all prior proposals (whether written or oral), arrangements or understandings between the parties with respect to the subject matter thereof or hereof and any such other proposals or understandings are hereby deemed terminated and of no further force and effect. This Proposal shall be incorporated into any subsequent contract/agreement between the parties in relation to the Project. If any terms or conditions of the Proposal are in conflict with any term or condition set forth in the subsequent contract/agreement the terms and conditions of the Proposal shall take precedence over any terms and/or conditions in the subsequent contract/agreement. If the subsequent agreement is silent with respect to a term or condition set forth herein, the terms and conditions of the Proposal shall be controlling.

35. In the event there is litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

36. In the event DBLS institutes litigation to enforce or interpret the provisions of this agreement, such litigation shall be brought and adjudicated in the appropriate court in the county in which the DBLS's place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

37. DBLS shall not be required to sign any documents, no matter by who requested, that would result in DBLS having to certify, guarantee or warrant the existence of conditions whose existence the DBLS cannot ascertain. Client agrees not to make resolution of any dispute with the DBLS or payment of any amount due the DBLS contingent upon the DBLS's signing or agreeing to any such certification.

38. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the project or following completion of the project, Client and DBLS agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

(b) Subdivision (a) shall not preclude or limit DBLS's right to file an action for collection of fees in a court of competent jurisdiction.

(c) Subdivision (a) shall not preclude or limit DBLS's right to perfect or enforce applicable DBLS's, mechanic's or materialman's liens.

39. If the scope of services to be provided by DBLS pursuant to the terms of this agreement includes an ALTA/NSPS Land Title Survey, Client agrees that DBLS will only sign the 2026 ALTA/NSPS Land Title Survey surveyors' certificate included in the 2026 ALTA/NSPS

Land Title Survey Standards. In the event DBLS agrees to sign a statement or certificate which differs from the 2026 ALTA/NSPS Land Title Survey Standards, Client hereby agrees to and hold DBLS harmless from any and all liability arising from or resulting from the signing of any statements or certificates which differs from those statements or certificates contained in the 2026 ALTA/NSPS Land Title Survey Standards.

Accepted on behalf of
Diamondback Land Surveying, LLC:

Accepted on behalf of
Summit Line Construction:

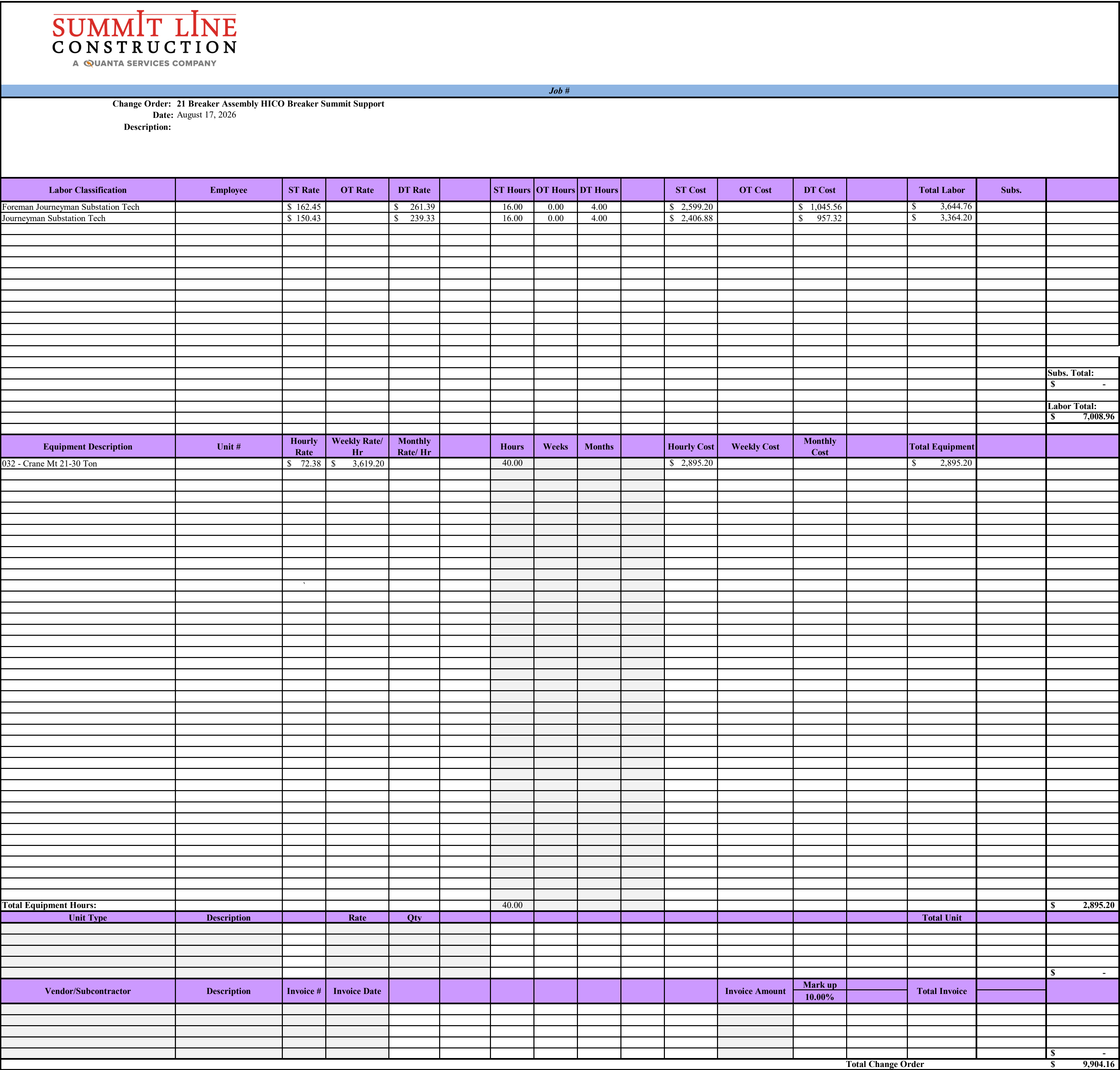
Signed: _____ Date: _____

Jason Bolden _____ Estimator

Name: _____ Title: _____

Signed _____ Date: _____

Name: _____ Title: _____



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

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

EXPLANATORY RECITALS

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

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

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

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

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

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

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

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

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

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

Colorado River Commission of Nevada

By: Eric Witkoski

Name: Eric Witkoski

Title: Executive Director

Date: 7/14/2026

Summit Line Construction, Inc.

By: _____

Name: _____

Title: _____

Date: _____

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

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

EXPLANATORY RECITALS

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

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

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

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

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

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

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

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

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

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

Colorado River Commission of Nevada

By: Eric Witkoski

Name: Eric Witkoski

Title: Executive Director

Date: 2/10/2026

Summit Line Construction, Inc.

By: Melissa Marriott

Name: Melissa Marriott

Title: Director of Operations - S.NV

Date: 1/20/2026

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

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

EXPLANATORY RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

Colorado River Commission of Nevada

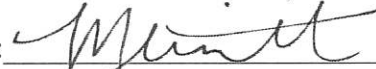
By: 

Name: Eric Witkoski

Title: Executive Director

Date: 12/9/2025

Summit Line Construction, Inc.

By: 

Name: Melissa Marriott

Title: Director of Operations - S.NV

Date: 11/26/2025

EXHIBIT A

AMENDMENT NO. 1

and

TABLE OF CONTENTS VOLUME I - VOLUME V

and

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

Please contact:

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

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

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

EXPLANATORY RECITALS

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

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

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

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

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

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

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

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

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

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

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

Colorado River Commission of Nevada

By: Eric Witkoski

Name: Eric Witkoski

Title: Executive Director

Date: 6/10/2025

Summit Line Construction, Inc.

By: Melissa Marriott

Name: Melissa Marriott

Title: Director of Operations - S.NV

Date: 5/12/2025



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

Boulder Flats Solar Interconnection Project

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

**Volume I - Volume V
Table of Contents**

PWP-CL-2006-241

Awarded:
May 14, 2024

Boulder Flats Solar Interconnection Project

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

Table of Contents

Volume I – Bidding Documents	<u>Section</u>
Request for Bids	100
Bid Instructions	200
Procedures for Award of Construction Contracts	300
Bid Form.....	400
Bid Schedule.....	450
Bid Bond.....	500
Qualification Statement.....	550
Subcontractor Information	600
 Volume II – Contract Form and Conditions	
Contract No. CRCBF-14, Switchyard Construction	700
Performance Bond	750
Payment Bond	800
Guarantee Bond.....	850
Certificated of Insurance	900
General Conditions.....	1000
 Volume III – Specifications	
Summary of Work	1100
Permits and Environmental Compliance	1150
Environmental Compliance Requirements.....	1150A
Project Meetings, Schedules and Reports	1200
Submittals	1250
Security.....	1300
Field Offices and Sheds.....	1350
Temporary Barriers and Controls.....	1400
Temporary Utilities and Facilities	1450
Project Identification and Signs	1500
Contractor Furnished Equipment and Materials	1550
Owner Furnished Equipment and Materials.....	1600
Equipment and Material Substitutions	1650
Manufacturer’s Field Service	1700
Contract Closeout	1750
Record Documents and Spare Parts	1800

Boulder Flats Solar Interconnection Project

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

Table of Contents

Volume III – Specifications	<u>Section</u>
Final Cleaning	1850
Warranties	1900
Site Preparation and Earthwork.....	2100
Fences and Gates	2200
Crushed Rock Surface	2300
Concrete Formwork.....	3100
Concrete Reinforcement.....	3200
Concrete.....	3300
Spread Footer Foundations.....	3400
Drilled Foundation Piers	3500
Control Cables, Low Voltage Cables, Ground Cables, and Accessories	5100
Conduits and Accessories.....	6100
Cable Trench Installation	6200
Lighting and Low Voltage Power	7200
Switchyard Grounding	8100
Signs	9500
Installation of Owner Furnished Switchyard Steel.....	10100
Installation of Owner Furnished Switchyard Equipment	10200
Switchyard Bus, Connectors, Materials and Hardware.....	11100
Switchyard Testing	14100

Volume IV – Technical Specifications

Volume V – Drawings



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

Boulder Flats Solar Interconnection Project

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

Volume II – Contract Forms and Conditions

PWP-CL-2006-241

Awarded:
May 14, 2024

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

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

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

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

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

)

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

ATTEST

[Signature]

COLORADO RIVER COMMISSION OF NEVADA

By: _____
Puoy K. Premsrirut
Chairman

ATTEST

Eric Witkoski
Executive Director

Approved as to Form:

Michelle Briggs
Special Counsel for Attorney General

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

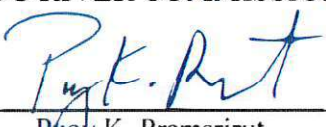
By: _____

Its: _____

ATTEST

COLORADO RIVER COMMISSION OF NEVADA

By: _____


Puoy K. Premsrirut
Chairman

ATTEST


Eric Witkoski
Executive Director

Approved as to Form:


Michelle Briggs
Special Counsel for Attorney General

**SECTION 750
PERFORMANCE BOND**

CONTRACTOR (Name and Address):

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

SURETY (Name and Principal Place of Business):

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

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

OWNER (Name and Address):

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

CONTRACT

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

BOND

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

CONTRACTOR AS PRINCIPAL (Seal below)

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

SURETY (Seal below)

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



* Ten Million One Hundred Fifty Six Thousand Four Hundred Sixty One and 42/100 Dollars

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

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

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

INCREASE PENALTY RIDER

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

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

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

THE BOND PENALTY SHALL BE INCREASED:

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

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

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

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

Summit Line Construction, Inc.
PRINCIPAL

BY



Federal Insurance Company/Liberty Mutual Insurance Company

SURETY

BY

Michelle Anne McMahon, ATTORNEY-IN-FACT





Power of Attorney

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

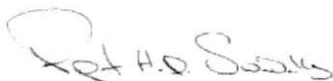
Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth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

Surety Bond No. K41909110-906228006

Obligee: Colorado River Commission of Nevada

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

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


Rupert HD Swindells, Assistant Secretary


Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

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

Notarial Seal



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


Notary Public

CERTIFICATION

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

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

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

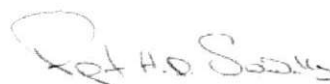
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority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

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

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

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




Rupert HD Swindells, Assistant Secretary

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



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

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

POWER OF ATTORNEY

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

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

Bond Amount: See Bond Form

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



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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



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

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

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

**SECTION 800
PAYMENT BOND**

CONTRACTOR (Name and Address):

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

SURETY (Name and Principal Place of Business):

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

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

OWNER (Name and Address):

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

CONTRACT

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

BOND

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

CONTRACTOR AS PRINCIPAL (Seal below)

Company: Summit Line Construction, Inc.

Signature: *Dylan Welsh*

Name and Title: Dylan Welsh
President

Attest: *Josh Knowles*

Name and Title: Josh Knowles
Estimating Manager

SURETY (Seal below)

Federal Insurance Company &
Company: Liberty Mutual Insurance Company

Signature: *[Signature]*

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

Attest: *[Signature]*

Name and Title: Rhonda Tischofer, Witness



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

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

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

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

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

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

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

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

Notarial Seal



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

Albert Contursi
Notary Public

CERTIFICATION

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

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

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

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

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

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

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



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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



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

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

Certificate No: **8210646 - 985949**

POWER OF ATTORNEY

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

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

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



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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



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

SECTION 850
GUARANTY BOND

GUARANTEE of:

(Name and Address of Prime Contractor)

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

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

Date: _____
Date of Substantial Completion

Amount: _____
(5% Final Contract Price)

(Contractor)

By: _____
(Signature)

(continued next page)

Countersigned Resident Agent in Nevada:

(Agent)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

Address: _____

Address: _____

Phone No. _____

Phone No. _____

(SEAL AND NOTARIZE ACKNOWLEDGMENT OF SURETY)

SECTION 900
CERTIFICATES OF INSURANCE

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

(Insert Certificates after this page)



CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

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

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 17547357

REVISION NUMBER: XXXXXXXX

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

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

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

CERTIFICATE HOLDER

CANCELLATION

See Attachment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 1000 GENERAL CONDITIONS

1. Definitions

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

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

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

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

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

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

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

2. Preliminary Matters, Contract Times.

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

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

3. **Contract Documents.**

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

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

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

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

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

4.2 Subsurface and Physical Conditions.

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

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

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

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

4.3 **Physical Conditions - Underground Facilities.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Insurance, Bonds and Indemnification.

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

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

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

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

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

- 5.5 **Intentionally Omitted.**

- 5.6 **Property Insurance.**

5.6.1 **Builders Risk Insurance.**

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

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

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

5.6.1.3 Intentionally Omitted.

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

\$800,000.00

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

5.6.2 Transit Insurance.

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

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

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

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

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

5.6.4 **Receipt and Application of Proceeds.**

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

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

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

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

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

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

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

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

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

6. Contractor's Responsibilities.

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

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

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

6.5 **Quality of Work.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.14 **Laws and Regulations.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.21.1 Safe Work Plan (job task analysis)

6.21.2 Emergency Plan.

6.21.3 Rigging and Hoisting Plans.

6.21.4 Excavation and Trenching Plans.

6.21.5 Respiratory Protection Program.

6.21.6 Fire Protection Plan.

6.21.7 Hazard Communication Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. The Work.

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

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

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

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

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

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

8. **Owner's Representative.**

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

8.2 **Project Representation.**

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

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

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

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

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

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

9. Changes in the Work.

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

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

10. Change of Contract Price.

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

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

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

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

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

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

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

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

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

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

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

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

10.4.5 Supplemental costs including the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Change Of Contract Times.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Payments to Contractor, Project Completion.

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

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

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

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

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

13.1.4.8 the Owner is entitled to terminate the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Suspension of Work, Termination.

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

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

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

15. Resolution Of Disputes.

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

16. Miscellaneous.

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

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

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

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

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

EXHIBIT B

AMENDMENT NO. 2 TO

BOULDER FLATS SOLAR INTERCONNECTION PROJECT DOCUMENTS

CONTRACT NO. CRCBF-14

EXHIBIT B

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

EXHIBIT B

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

EXHIBIT B



CHANGE ORDER

CO #17

Contractor: Summit Line Construction, Inc.

Change Order No.: 17

Project: CRC Boulder Flats Substation

Date: 6/25/2026

Date of Contract: 6/5/2024

Description of Work:

Added cost for job durations July 1 through Oct 31st

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

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

Change Order No.: 17

\$66,446.60

Total Change per this Order

\$66,446.60

Summit Line Construction, Inc Initials _____

Customer's Name Here _____



CHANGE ORDER SUMMARY

Cost to finish Job facility related

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

SUMMIT LINE CONSTRUCTION, INC.

CUSTOMER NAME

By _____
Authorized Signature

By _____
Authorized Signature

Name Filip Williams

Name _____

Title P.M.

Title _____

Date _____

Date _____

Balance of this page is intentionally left blank.

Summit Line Construction, Inc Initials _____

Customer's Name Here _____



CHANGE ORDER

CO #18

Contractor: Summit Line Construction, Inc.

Change Order No.: 18

Project: CRC Boulder Flats Substation

Date: 6/25/2026

Date of Contract: 6/5/2024

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

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

Change Order No.: 16 \$6,210.00

Total Change \$6,210.00

Summit Line Construction, Inc Initials _____

Customer's Name Here _____

By _____
Authorized Signature

Name Filip Williams

Title P.M.

Date _____

By _____
Authorized Signature

Name _____

Title _____

Date _____

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**Improve safety,
increase productivity.**

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



IMPROVE SAFETY
Through expert training



BOOST PRODUCTIVITY
With better products and support



INCREASE PROFITS
Streamline and gain efficiencies

Range of Products:
Count on us for the trench safety equipment you need:

Confined Space Products

- Gas Monitors/Detectors
- Confined Space Retrieval Systems
- Blowers & Ventilators

Trench Shoring

- Mega Brace
- Beam & Plate Shoring
- Steel Sheet piling & Bracing
- Aluminum Hydraulic Shores
- Water Systems

Trench Shielding

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



SALE QUOTATION

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

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

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

Additional Notes

Price is without tax.

Terms and Conditions of Quotation

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

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

*Freight will be charged FOB Origination unless otherwise stated.

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

*Proposal does not include state or local taxes.

Customer Acceptance of Quotation

Customer Approval

Date

Payment Method

Purchase Order Number (If applicable)

Quotation Provided By:

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

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

800.UR.RENTS - UnitedRentals.com/trench



CHANGE ORDER

CO #19

Contractor: Summit Line Construction, Inc.

Change Order No.: 19

Project: CRC Boulder Flats Substation

Date: 6/26/2026

Date of Contract: 6/5/2024

Description of Work:

Relocate Breaker from Newport to Boulder Flats

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

Change Order No.: 18

\$11,635.07

Total Change per this Order	\$11,635.07
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Summit Line Construction, Inc Initials _____

Customer's Name Here _____

SUMMIT LINE CONSTRUCTION, INC.

CUSTOMER NAME

By _____
Authorized Signature

Name Filip Williams

Title P.M.

Date 8/15/2025

By _____
Authorized Signature

Name _____

Title _____

Date _____

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CHANGE ORDER SUMMARY

Relocate From Breaker From New Port to Boulder Flats
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Change Order #	Date	Change Order Description	Change Order Amount
18		Labor	\$ 6,679.76
		Equipment	\$ 3,437.69
		Overhead and Profit @ 15%	\$ 1,517.62
			\$ 11,635.07

**Job #**

Change Order: 18

Date: June 26, 2026

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

[illegible]

**COLORADO RIVER COMMISSION OF
NEVADA AGENDA ITEM K
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: *For Possible Action:* Approval of Amendment No. 2 to Garnet Valley Project Documents Contract No. CRCGV-02 for Material and Equipment between the Colorado River Commission of Nevada and Peak Substation Services, LLC., to increase the contract price by \$320,735.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the CRCNV approve Amendment No. 2 to Contract No. CRCBF-02.

FISCAL IMPACT:

Amendment No. 2 will increase the amount by \$320,735.

STAFF COMMENTS AND BACKGROUND:

A. Purpose of the Contract

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

B. Background

The original Request for Proposals (RFP) for the materials under this contract was issued on March 3, 2024, with responses due on May 13, 2024. The RFP was sent to 29 vendors, and only one response was received from Peak Substation Services, LLC. Amendment No. 1 to the original contract provided for the purchase of additional materials and equipment necessary for the Garnet Valley Project in the amount of \$229,630.

After consultation with the Southern Nevada Water Authority, the Commission’s Power Delivery Group is seeking approval of Amendment No. 2, which would authorize the purchase of additional material listed in Exhibit B to the amendment, for a total amount of \$320,735.

C. Staff’s Recommendation

Staff recommend the Commission approve Amendment No. 2 to CRCGV-02 contract between the Commission and Peak Substation Services, LLC.

**AMENDMENT NO. 2 TO
GARNET VALLEY WATER SYSTEM – 2920 SUBSTATION PROJECT DOCUMENTS
CONTRACT NO. CRCGV-02**

This Amendment No. 2 to the Garnet Valley Water System – 2920 Substation Project Contract No. CRCGV-02 Material and Equipment, Bid Documents and Specifications (“Amendment No. 2”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Peak Substation Services, LLC (“Contractor”). Unless otherwise indicated, capitalized terms used herein have the meaning ascribed to them in the Garnet Valley Water System – 2920 Substation Contract No. CRCGV-02 Material and Equipment, Bid Documents and Specifications as amended by Amendment No. 1 effective April 8, 2025 (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

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

B. The Garnet Valley Project consists of a new 230 kV Substation, located in Apex, Nevada.

C. Through coordination with SNWA, additional materials are required for lighting infrastructure at the Garnet Valley Project.

D. The CRCNV requests and Contractor agree to amend the Project Documents to include additional materials for the Garnet Valley Project as needed for the lighting infrastructure changes, and any other changes that may occur by separate change order.

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

1. Contractor agrees to provide CRCNV with additional materials described in Exhibit B (“Additional Materials”) and to perform any Work associated therewith in accordance with the Project

Documents. The Additional Materials shall be included as Equipment defined in Section 400 of the Project Documents.

2. The Contract Price shall be increased by \$320,735 for the Additional Materials. The additional payment due shall be made in accordance with the payment procedures in the Project Documents.

3. Delivery of the Additional Materials shall be on or after January 31, 2027, and on or before February 28, 2027, the anticipated Final Acceptance Date.

4. The term of the Project Documents shall extend as necessary for the delivery and acceptance of the Additional Materials and completion of the associated Work including all warranties and guarantees as if the Additional Materials were part of the Equipment when the Project Documents commenced.

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

Colorado River Commission of Nevada

By: _____

Name: _____

Title: _____

Date: _____

Peak Substation Services, LLC

By:  _____

Name: JASON HARTER

Title: SALES MANAGER

Date: 9-9-2016

GARNET VALLEY WATER SYSTEM – 2020 SUBSTATION PROJECT DOCUMENTS**CONTRACT NO. CRCGV-02**

This Amendment No. 1 to the Garnet Valley Water System - 2020 Substation Project Contract No. CRCGV-02 Material and Equipment, Bid Documents and Specifications (“Amendment No. 1”) is made by and between the Colorado River Commission of Nevada (“CRCNV”) and Peak Substation Services, LLC (“Contractor”). Capitalized terms used herein have the meaning ascribed to them in the Garnet Valley Water System – 2020 Substation Contract No. CRCGV-02 Material and Equipment, Bid Documents and Specifications (“Project Documents”). The Project Documents are attached hereto at Exhibit A.

EXPLANATORY RECITALS

A. The CRCNV coordinates materials for the construction of the Garnet Valley Water System - 2020 Substation Project (the “Garnet Valley Project”) for the Southern Nevada Water Authority (“SNWA”).

B. The Garney Valley Project consists of a new 230kV Substation, located in Apex, Nevada.

C. Through coordination with Nevada Energy, additional material is required for metering infrastructure at the Garnet Valley Project.

D. Pursuant to the Project Documents, Contractor performed certain Work to provide materials described in Section 300 Bid Form for a Contract Price of \$1,030,500.

E. The CRCNV requests and Contractor agrees to amend the Project Documents to include additional materials for the Garnet Valley Project as needed for the metering changes, and any other changes that may occur by separate change order.

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

1. Contractor agrees to provide the CRCNV with additional materials described in Exhibit

B ("Additional Materials") and to perform any Work associated therewith in accordance with the Project Documents. The Additional Materials shall be included as Equipment defined in Section 400 of the Project Documents.

2. The Contract Price shall be increased to \$1,239,255. The additional payment due shall be made in accordance with the payment procedures in Section 400.

3. Delivery of the Additional Materials shall be on or after July 2, 2025 and on or before July 23, 2025, the anticipated Final Acceptance Date.

4. The term of the Project Documents shall extend as necessary for the delivery and acceptance of the Additional Materials and completion of the associated Work including all warranties and guarantees as if the Additional Materials were part of the Equipment when the Project Documents commenced.

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

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

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

Colorado River Commission of Nevada

By: 

Name: Eric Witkoski

Title: Executive Director

Date: 4/8/2025

Peak Substation Services, LLC

By: 

Name: JASON HARRODS

Title: NATIONAL SALES MANAGER

Date: 1-28-25



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

Garnet Valley Water System - 2920 Substation

**Contract No. CRCGV-02
Material and Equipment**

Bid Documents and Specifications

Awarded
June 11, 2024

GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION**Contract No. CRCGV-02
Material and Equipment****Bid Documents and Specifications****TABLE OF CONTENTS**

<u>Item</u>	<u>Section</u>
Request for Bids	100
Bid Instructions	200
Bid Form	300
Bid Addendum	320
Bid Clarification.....	340
Contract No. CRCGV-02, Material and Equipment.....	400
Performance Bond.....	500
Summary of the Work.....	600
Submittals.....	700
Equipment	800
Manufacturer's Field Service	900
Certification Sheet and Specifications for Material and Equipment.....	1000
Drawing List.....	1100

SECTION 100 REQUEST FOR BIDS

1. Notice.

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

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

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

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

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

Additional copies of documents may be requested by electronic mail to 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:

The structures for substations shall consist of manufacturer designed structural steel frame-work for mounting and connecting all equipment in accordance with attached drawings. Items supplied by others are given for information purposes only. Structures shall be provided as shown on the drawings. Arrangement of all circuits and static masts shall be as shown on the plans. Structures shall be designed for the loads given in Section 1.15 of Section 1000 (Certification Sheet and Specifications for Material 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 100-1100 of this Contract.

3. Questions Regarding Request for Bid.

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

4. Pricing and Security.

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

5. Multiple Awards.

CRCNV may award this contract in part to multiple Bidders.

6. Bid Acceptance.

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

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

Date: 03/29/2024

By: 

Shae Pelkowski

Assistant Director for Engineering and
Operations

BID RESPONSE DEADLINE: 05/13/2024

SECTION 200 BID INSTRUCTIONS

1. Bid Form.

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

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

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

2. Bid Security.

Bid security is not required.

3. Bids as Public Records.

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

4. Submission of Bids.

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

5. Evaluation of Bids.

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

6. Rejection of Bids.

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

7. Signing of Contract.

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

8. Performance Bond.

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

SECTION 300 BID FORM

1. Project Identification:

Garnet Valley Water System - 2920 Substation
Contract No. CRCGV-02
Material and Equipment

2. This Bid is Submitted By:

Name: Peak Substation Service, LLC
c/o Jason Harris
Address: 801 1st Ave North
Birmingham, AL 35203-3007

3. This Bid is Submitted To:

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

4. Bid Terms and Conditions.

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

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

4.3 In submitting this bid, Bidder represents that:

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

No. 69CRC-VQ15330	Dated 5/13/2024
No. N/A	Dated N/A
No. N/A	Dated N/A

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

5. Bid Price.

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

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

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

Bid Item	Specification Section	Description	Unit	Unit Price	Qty	Extended Price	Proposed Manufacturer	Delivery - Weeks After N-T-P*
401	1000	Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15 and as described in Specification No. 33 72 73. F.O.B. Las Vegas, NV (36.308883°, - 114.989844°).	Lot	1,030,500.-	1	1,030,500.-	PEARL	28 weeks
CONTRACT PRICE							1,030,500.-	

*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: PEARL SUBSTATION SERVICES, LLC
(Corporation Name)

By: [Signature]
(Signature of Authorized Person)

Jason Harris SALES MANAGER
(Printed Name and Title)

Business Address:

801 1ST AVE NORTH
BIRMINGHAM, AL 35203

Phone

Fax No.

No.

Email:

877-324-0909 x1

205-324-0955

jharris@pearlsubstation.com

This Bid is Submitted On: May 13, 2024

**SECTION 320
BID ADDENDUM**

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

SECTION 340
BID CLARIFICATIONS AND SUBSTITUTIONS

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

SECTION 400
CONTRACT NO. CRCGV-02
GARNET VALLEY WATER SYSTEM - 2920 SUBSTATION

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

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

1. Agreement to Provide Equipment

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

Bid Item	Description
401	Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15 and as described in Specification No. 33 72 73. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).

2. Definitions

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

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

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

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

2.5 "Contract Documents" means the documents contained in this conformed and bound volume, including section 100, Request for Bids; section 200, Bid Instructions; section 300, Bid Form; section 320, Bid Addendum; section 340, Bid Clarification; section 400, Contract No. CRCGV-02, Material and Equipment; section 500, Performance Bond; and the Specifications contained in section 600 through section 1100. The term includes

exhibits to this Contract attached hereto, if any, Contractor's performance and payment bonds, any notice of award or notice to proceed issued by the CRCNV, Contractor's Proposal, and any documentation submitted by the Contractor and accepted by the CRCNV prior to the execution of this Contract, and all Change Orders amending, modifying, or supplementing this Contract which may be delivered or issued after the effective date of this Contract and are not attached hereto. Submittals are not Contract Documents.

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

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

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

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

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

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

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

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

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

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

3. CRCNV's Representative

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

3.2 The address of the CRCNV's Representative is:

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

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

4. Contractor's Representative

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

5. Contract Price

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

6. Commencement and Completion of Performance

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

7. Payment Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2 The Contractor shall perform all inspections, tests, and obtain all approvals required by this Contract, or by any laws, ordinances, rules, regulations or orders of any

public authority having jurisdiction over the Equipment, wherever it may be or become located. The Contractor is responsible for the costs of such inspections, tests or approvals and shall provide the CRCNV with any certificate of inspection, testing or approval resulting therefrom.

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

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

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

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

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

11. Data, Reports, and Drawings

11.1 All data, reports, drawings and specifications provided to the Contractor by the CRCNV pursuant to this Contract or the CRCNV's Request for Bids remains the property of the CRCNV and must be delivered to the CRCNV upon completion of performance of this Contract. The Contractor may keep copies thereof but may not release those copies without the prior written consent of the CRCNV. Such documents are not intended or represented by CRCNV to be suitable for reuse by the CRCNV or

others, either for extension of the Project or for other projects. Any reuse of such documents by the Contractor without the prior written consent of the CRCNV is at the Contractor's risk and the Contractor shall hold the CRCNV harmless with respect to any liability arising out of such reuse.

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

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

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

12. Liquidated Damages

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

Bid Item	Description	Liquidated Damages, Per Day
401	Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15 and as described in Specification No. 33 72 73. F.O.B. Las Vegas, NV (36.308883°, -114.989844°).	\$500 each unit of the Bid Item

12.2 The total of all liquidated damages assessed by Contractor must not exceed the Contract Price. The CRCNV is entitled to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to

initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract.

13. Insurance, Bonds, and Indemnification

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

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

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

13.4 Minimum Scope and Limits of Insurance.

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

1. Commercial General Liability – Occurrence Form

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

Minimum Requirements:

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

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

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

2. **Automobile Liability**

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

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

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

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

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

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

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

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

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

5. **Transportation (Cargo) Insurance**

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

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

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

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

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

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

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Shae Pelkowski, Colorado River Commission of Nevada, 555 E. Washington Avenue, Suite 3100, Las Vegas, Nevada 89101-1065**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

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

E.

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

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

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

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

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

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

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

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

13.12 Indemnification; Limited Liability.

13.12.1 To the fullest extent permitted by law, the Contractor hereby indemnifies and saves harmless and defends the CRCNV, the CRCNV(s) of all property where this Contract will be performed, the Southern Nevada Water Authority and its member agencies, and each of their directors, officers, employees, and agents; not excluding the CRCNV's right to participate, against any and all claims, liability, loss,

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

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

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

14. Risk Of Delay

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

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

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

15. Effect and Termination

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

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

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

15.4 **CRCNV's Right to Take Possession and Terminate.** If the Contractor is adjudged to be bankrupt or insolvent, or makes an assignment for the benefit of its creditors, or if a trustee files a petition against the Contractor to take advantage of any debtor's act or to reorganize the Contractor under bankruptcy or similar laws; if Contractor repeatedly fails to supply suitable materials or equipment in the performance of this Contract; if Contractor fails to make prompt payments for labor, materials, or equipment; if Contractor disregards any laws, ordinances, rules, regulation or orders of any public body having jurisdiction over the Equipment or the Contractor's performance of this Contract; or, if the Contractor disregards the CRCNV's orders or Change Orders under

this Contract, then the CRCNV may, without prejudice to any other right or remedy the CRCNV may have, and after giving the Contractor and his surety at least seven days' written notice, terminate this Contract and take possession of all Equipment then delivered, and obtain all additional Equipment required by this Contract from third party sources by whatever method the CRCNV may choose. In such case, the Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the CRCNV's direct and indirect costs of obtaining additional Equipment required by this Contract, including compensation of additional professional services, such excess must be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the CRCNV the difference.

16. Taxes.

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

17. Unemployment Compensation.

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

18. Discrimination.

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

19. Disputes.

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

20. Waiver of Claims.

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

21. Notices.

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

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

Peak Substation Services, LLC
c/o National Sales Manager
801 1st Ave North
Birmingham, AL 35203

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 11th day of June, 2024. The CRCNV will retain two counterparts and one counterpart will be delivered to the Contractor.

CONTRACTOR PEAK SUBSTATION SERVICES, LLC
 By: [Signature] John Harris
 Its: SALES MANAGER

ATTEST

Will Davis
DIR. OF ESTIMATION

COLORADO RIVER COMMISSION OF NEVADA

By: [Signature]
Puoy K. Pemsirut
 Chairwoman

ATTEST

[Signature]
 Eric Witkoski
 Executive Director

Approved as to Form:

[Signature]
 Michelle Briggs
 Special Counsel for Attorney General

**SECTION 500
PERFORMANCE BOND**

Bond No 016245702

CONTRACTOR (Name and Address):

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

SURETY (Name and Principal Place of Business):

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

CRCNV (Name and Address):

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

CONTRACT

Date:

6-11-2024

Amount: 1,030,500.00 (One Million Thirty Thousand
\$ Five Hundred and 00/100 Dollars)

Description: Contract No. CRCGV-02,
Garnet Valley Water System - 2920 Substation
Location: Clark County, Nevada

BOND

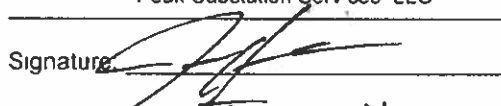
Date (Not earlier than Contract Date)

6-12-2024

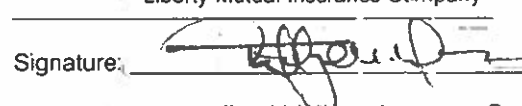
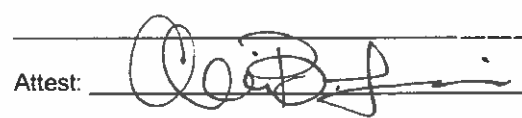
Modifications to this Bond Form. N/A

CONTRACTOR AS PRINCIPAL (Seal below)

Company: Peak Substation Services LLC

Signature: Name and Title: JASON HARRISNATIONAL SALES MANAGERAttest: Will DavisName and Title: WILLIAM DAVISDIR. OF ESTIMATION**SURETY** (Seal below)

Company: Liberty Mutual Insurance Company

Signature: Name and Title: Jeffrey M. Wilson, Attorney-in-FactAttest: Name and Title: Alisa B. Ferris Sr Vice President - Surety



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

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

Certificate No. **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Alisa B. Ferris, Anna Childress, Jeffrey M. Wilson, Mark W. Edwards II, Richard H. Mitchell, Robert R. Frech, Sam Audia, William M. Smith

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.



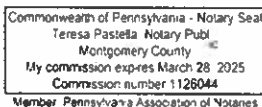
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 11th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 2021.



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

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

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

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

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

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

SECTION 600 SUMMARY OF THE WORK

1. Project Description.

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

2. Work Under This Contract.

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

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

3. Delivery.

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

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

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

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

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

4. Work by the CRCNV.

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

4.2 The CRCNV will test Equipment supplied under this Contract No. CRCGV-02, and shall perform energization and startup of the new facilities.

5. Work Schedule.

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

5.1.1 Work Schedule:

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

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

5.1.1.3 Delivery dates to be proposed by Contractor based on current equipment lead time.

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

6. Measurement and Payment.

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

7. Copies Of Documents.

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

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

SECTION 700 SUBMITTALS

1. General Information.

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

1.2 Submittal Types:

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

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

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

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

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

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

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

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

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

2. Compliance Submittals.

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

2.1.1 Manufacturer's specifications.

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

2.1.3 Shop fabrication and erection drawings.

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

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

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

2.1.7 Bills of material and spare parts lists.

2.1.8 Instruction books and operating manuals.

2.1.9 Material lists or schedules.

2.1.10 Performance tests on equipment by manufacturers.

2.1.11 Samples and color charts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Procedure Submittals.

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

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

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

SECTION 800 EQUIPMENT

1. Quality Assurance.

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

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

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

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

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

1.4 If the Equipment is manufactured or fabricated:

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

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

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

1.4.4 Equipment must be suitable for the service conditions intended.

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

2. Transportation and Handling.

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

2.1.1 Crates or other suitable packaging materials.

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

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

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

2.1.5 Moisture absorbing media in cabinets and electrical enclosures.

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

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

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

2.5 Deliver all Equipment by truck.

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

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

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

3. Storage and Protection.

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

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

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

SECTION 900 MANUFACTURER'S FIELD SERVICE

1. Services Required.

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

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

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

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

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

1.2.2.2 Instruct and guide the CRCNV in proper procedures.

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

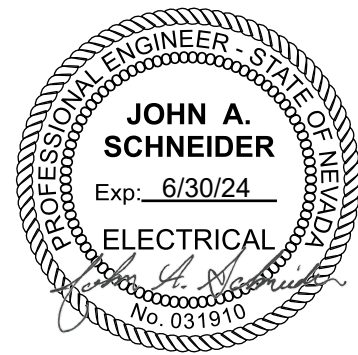
1.2.2.4 Instruct CRCNV's designated personnel in proper operation and maintenance of all Equipment.

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

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

SECTION 1000
33 72 73
Material and Equipment

Exhibit A
ORIGINAL



SECTION 33 72 73

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

- A. These Specifications describe the types, sizes and characteristics of the various materials required for the construction of the substation for the Owner.
- B. The structures for substations shall consist of manufacturer designed structural steel frame-work for mounting and connecting all equipment in accordance with attached drawings. Items supplied by others are given for information purposes only. Structures shall be provided as shown on the drawings. Arrangement of all circuits and static masts shall be as shown on the plans. Structures shall be designed for the loads given in Section 1.15.
- C. Steel for structures shall conform to ASTM Specification Standards described in Section 1.15. All components shall be hot dipped galvanized after fabrication in accordance with ASTM Specifications listed in Section 1.15.
- D. The Bidder shall provide unit prices for the items listed on Schedule I (attached) with the bid proposal.
- E. Drawings for approval shall be submitted after the award of the contract: general arrangement drawings showing structures with all equipment, buses, etc. mounted thereon; elevation and erection drawings sufficient to show all details required to construct the substation as designed; shop drawings of the structures and equipment.

1.1 SCOPE

- A. This specification describes material and equipment to be furnished for construction of a complete substation with all associated material and equipment.

1.2 DEFINITION OF TERMS

- A. "Bidder", "Supplier", and "Seller" shall be considered synonymous terms and shall mean person, firm or corporation with whom Owner may enter into contract for execution of work specified.

- B. "Owner" shall mean:
Southern Nevada Water Authority
100 City Parkway, Suite 700
Las Vegas, NV 89106
(702) 862-3786

Colorado River Commission of Nevada
Attn: Bob Reese
555 E Washington Avenue
Las Vegas, NV 89101

(702) 486-2670
breese@crc.nv.gov

- C. "Engineer" shall mean:
HDR Engineering, Inc.
Attn: John Schneider
Project Manager
3231 Greensboro Drive, Suite 200
Bismarck, ND 58503
Phone: (701) 557-9711
john.schneider@hdrinc.com
- D. "Work" shall mean work to be done in the course of construction and furnishing materials and equipment under the Material Contract, unless some other meaning is indicated by the context.

1.3 INTENT OF SPECIFICATIONS

- A. To set forth requirements of performance, type of equipment desired, standards of materials and construction, tests to be made, and guarantees to be met.
- B. To require Seller to furnish all materials and equipment and perform all work and services described in the contract documents, unless otherwise specifically indicated.
- C. To require Seller to provide complete and operable equipment in spite of omission of specific reference to any minor component part.
- D. To require Seller to provide new materials and equipment.

1.4 INTERPRETATION OF SPECIFICATIONS

- A. Seller shall report any errors or ambiguities in specifications to the Engineer as soon as detected. Engineer will answer questions and interpret the intended meaning of the specification. Engineer's interpretation shall be accepted as final.

1.5 METHOD OF BIDDING

- A. Equivalent products:
1. Whenever specifications or plans call for item of material or equipment by manufacturer's name and type, "or equal", it is intended that products of equal quality and performance by other manufacturers may be substituted, subject to the approval of the Engineer.
 2. Furnish drawings or other data as required to indicate all modifications resulting from use of such substitute items. Furnish general arrangement drawings, full descriptive data, and other information required to demonstrate to Engineer that material or equipment proposed is, in fact, equal to that specified. Burden of proof of equality shall in all cases remain with Seller. Final approval of the substitution shall be made by the Engineer.
 3. Abide by Engineer's decisions when proposed substitutions of material or equipment are deemed to be unacceptable.

4. Owner may consider such factors as over-all project arrangement, over-all project cost, and similar factors in determining acceptability of proposed substitutions.
 5. Approval of substitutions shall not relieve Seller of responsibility for providing workmanship, material, and equipment equal to that specified.
- B. Form of bid price submittal:
1. Unit prices for all items to be furnished and delivered under this specification shall be provided on Schedule I. Lump sum prices for each schedule shall be provided on Summary of Proposal.
 2. Bid price shall cover complete work described in specifications, including costs incidental thereto, unless specifically indicated otherwise.

1.6 DATA TO ACCOMPANY BIDS

- A. A complete Equipment Contract and Summary of Proposal, as bound in the front of this specification, shall be properly completed and submitted to the Engineer, along with all other material listed below. All items to be submitted shall be sent to the Engineer no later than the time and date specified.
1. Any exceptions taken by the Bidder to the Specifications, Equipment Contract, or Summary of Proposal at time of bid shall be clearly and simply stated or summarized, in a specially prepared letter of transmittal attached to and made a part of the Summary of Proposal. **Note: Manufacturer's "standard conditions of sale" catalog pages are not acceptable for purposes of stating exceptions to the specifications.**
 2. Bidder shall complete one copy of the "Summary of Proposal" for each alternative bid or proposal submitted. Additional copies may be prepared by photocopying the blank "Summary of Proposal" pages. Bidder shall clearly identify each summary by alternate number.
- B. Bidder's proposal shall also contain, as a minimum, one copy of the following:
1. Manufacturer's specifications, guarantees, and descriptive data on equipment proposed.
 2. Itemized list of special tools and spare parts which Bidder proposes to furnish.
 3. Outline drawings showing general arrangement, approximate dimensions, space requirements and clearance, and approximate weights of proposed equipment.
 4. Standard and specified accessories and instruments to be furnished separately shall be listed in detail. List shall clearly define those items to be shipped separately. It is understood that all items not so listed shall be shipped, mounted and connected. Use Summary of Proposal for listing.
 5. Complete copy of the warranty the Bidder will offer.

1.7 PROPOSAL SUBMITTAL

- A. Proposals submitted by the Bidder shall be signed and dated. The proposal for supplying the equipment and material covered in this specification shall be accompanied by a list describing any substitutions, deletions, additions, or exceptions to items described in Sections 1.15 through 1.16 of this specification. Material delivery dates shall be included with the proposal.

- B. Bidder's quotations shall include delivery of all equipment and materials to the job site. All correspondence, questions, subsequent drawings and transmittals shall be directed to the Engineer.

1.8 EQUIPMENT GUARANTEE

- A. Without limiting any other provision of this specification regarding guarantees, guarantee the equipment as follows:
 - 1. Seller shall guarantee to the Owner that the complete substation, together with all parts included in the original purchase, is free of defect in workmanship and materials and is capable of continuous and satisfactory performance when operated in accordance with the instructions provided by the Seller at the specified rating and capacity.
 - 2. Guarantee shall cover all freight by common carrier in full and the costs of removal from the site and reinstallation after repair. If the Owner's contractor can repair any defect to the satisfaction of the Engineer, the guarantee shall cover all associated costs provided the Seller is notified in advance of the defect.

1.9 DELIVERY AND SHIPMENT

- A. Bid shall include delivery F.O.B. jobsite, freight prepaid, with final destination delivery date as specified by the Seller in the Summary of Proposal.
Project Location: Las Vegas, NV (36.308883°,-114.989844°)
- B. All material shall be clearly marked as follows:
Apex Substation
Southern Nevada Water Authority
Las Vegas, Nevada
- C. The Seller shall notify the Owner and Engineer when equipment is ready for shipment. Such notice shall include projected routing and estimated time in transit. Notice shall be provided 48 hours prior to delivery.
 - 1. All equipment in this Contract with a common delivery destination shall be made in a common shipment. The Seller shall be responsible for all incidental costs incurred by the Owner due to separate shipments of such equipment.
 - 2. Immediately after shipment, Seller shall notify the Owner and Engineer of transportation carrier and all transfers and references to permit follow-up on status of shipment and delivery.
 - 3. The Seller shall investigate all limitations in regard to shipping the equipment F.O.B. destination.
 - 4. Equipment damaged in shipment will be refused on delivery and it will be the Seller's responsibility to arrange for prompt repair or replacement to the standards of new equipment. The Seller will not be relieved of the responsibility of delivering undamaged equipment even if the damage is internal or otherwise goes undetected and the nature of the damage remains unknown until the equipment is energized and tested.

1.10 DRAWINGS AND INSTRUCTIONAL MATERIAL

- A. Specification Drawings

1. These drawings and specifications are instruments of service to be used on this project only and are to be returned to the Engineer upon completion of the work as set forth herein.
- B. Shop Drawings for Review
1. "Shop Drawings" refers to all the detailed installation drawings prepared by the Seller and/or his suppliers required to construct the material as defined in the specifications, and shall include all fabrication drawings, working drawings, design calculations, material schedules, detailed layouts, and assembly information. Shop drawings shall be reviewed and approved by the Engineer before manufacturing begins.
 2. The Seller agrees that submittals and shop drawings processed by the Engineer are not change orders; that the purpose of submittals and shop drawings by the Seller is to demonstrate to the Engineer that the Seller understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install, and by detailing the fabrication and installation methods he intends to use. The Seller alone accepts all responsibility for assuring that all materials furnished under these specifications meet in full all requirements of the contract documents. The Engineer's review is for the general conformance with the design concept and contract documents. Markings or comments shall not be construed as relieving the Seller from compliance with the project plans and specifications, nor departures there from. The Seller remains responsible for details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication processes and for techniques of assembly.
 3. Submit the following shop drawings to the Engineer in the manner specified hereinafter. Make initial submittal of information required on or before the date specified in the Summary of Proposal.
 - a. General Arrangement Drawings, including Plan and Elevations, as well as other drawings as required to fully describe and facilitate construction. These drawings shall clearly show all materials marked so as to correspond with material list item numbers. Grounding details shall include item numbers to indicate location of all structure and subgrade grounding materials. Bolt torque requirements shall be included on the bus drawings.
 - b. Detailed material list showing item number, quantity, manufacturer, and type and/or part number of all material and equipment to be furnished and installed in this station.
 - c. Structural steel design calculations, including limitations and design criteria. Provide foundation loading data required to design all concrete foundations and anchor bolts.
 - d. Structural steel shop drawing and erection drawings shall show all details necessary for fabrication and assembly, including Steel Bill of Materials describing all steel, bolts, etc. Drawings shall include erection view, drawn to scale, indicating individual piece marks for ease in erection. The views shall also indicate size, type and quantity of erection bolts required. These drawings shall be furnished prior to fabrication.
 - e. Equipment outline, wiring and schematic drawings for all electrical power equipment and power switching apparatus furnished by the Seller. Outline drawings shall show major standard features and

required accessories. Nameplate drawings shall be furnished for power and oil-filled equipment. Wiring and schematic drawings shall show all accessories and indicate connection points for customer wiring. Equipment approval drawings shall be furnished at such time that factory construction and shipping schedules will not be interrupted.

C. Engineer's Action

1. Engineer will review shop drawings and include action taken according to the following classifications:
 - a. No Exceptions Taken: Indicates that the shop drawing has been reviewed and appears to be in general agreement with the requirements. Material Seller may make further distribution of shop drawings and proceed with fabrication and/or installation of the work detailed on the drawing.
 - b. Make Corrections Noted: Design revisions, deletions, additions and comments shown on these drawings shall be incorporated into the design before proceeding with fabrication of drawing distribution.
 - c. Amend and Resubmit: Indicates that the shop drawing, or part thereof, does not appear to be in general agreement with the requirements. Engineer's comments are noted on the shop drawing and/or separate letter. Material Seller shall recheck and make any necessary revisions and resubmit for Engineer's review.
 - d. Rejected: Indicates that the shop drawings do not conform to requirements. Reasons for rejection are noted on the shop drawing and/or separate letter.

D. Shop Drawing Submittal Distribution

1. Initial Submittal (REVIEW): Submit one (1) digital copy in PDF format of each shop drawing to the Engineer; direct mailing to the Engineer's email address given in Section 1.2, C. One (1) copy of the shop drawings indicating the Engineer's action will be returned to the Seller with in one (1) week from the date of receipt.
2. Resubmittal: If drawing is returned to the Seller with Engineer's comments and action noted "RESUBMIT", the drawing should be rechecked, revised as necessary and resubmitted in manner described in "1) Initial Submittal". Corrected submittal shall be returned to Engineer two (2) weeks after notice requiring resubmittal.
3. Final Distribution (CERTIFIED): Within the time schedule listed in the Summary of Proposal, Seller shall submit to the Engineer, one (1) digital copy in AutoCAD format of all final drawings covered in Section B above. AutoCAD drawings shall be provided on a compact disk, along with all related dependent files such as, x-refs, font files, and plot styles. Drawings shall be stamped "Certified for Construction" and contain all corrections noted by the Engineer on his review of the Drawings. Direct mail to the Engineer's address given in Section 1.2, C.

E. Instruction Manuals, Test Reports, and Parts Lists

1. Seller shall furnish complete instruction manuals covering installation, operation and maintenance for all equipment to the Engineer for distribution.

2. Submit one (1) digital PDF copy to Engineer for distribution.
- F. Shop Drawing and Instructional Material Transmittal Form
1. Seller may use his own form of transmittal letter for distribution of shop drawings, clearly marked "For Review" or "Certified" as applicable.
 2. Submit one (1) digital PDF copy of transmittal form with each set of drawings or instructional materials.
- G. Seller's Responsibility
1. Prior to submittal, check shop drawings for errors, correctness of details, and conformance with the specifications.
 2. Notify Engineer of any inconsistencies or questions regarding approval revisions or comments on the drawings.
 3. Review of shop drawings by Engineer does not relieve the Seller of responsibility for errors, correctness of details, or conformance with the specifications.
 4. Fabrication and shipment of materials or equipment prior to Owner's release of drawings, data and information mentioned hereinbefore shall be at Seller's risk.

1.11 MATERIAL AND DESIGN STANDARDS

- A. All material used in the manufacture of these substations and their components are to be of the best available for the purposes for which used, considering strength, durability and safety, and shall conform to the latest applicable sections of the following specifications, codes, and standards:
1. American National Standards Institute (ANSI).
 2. National Electrical Manufacturer's Association (NEMA).
 3. American Society for Testing Materials (ASTM).
 4. International Electrotechnical Commission (IEC) Standards.
 5. Institute of Electrical and Electronic Engineers (IEEE).
 6. National Electric Safety Code (NESC).
 7. Rural Utilities Services (RUS) specifications.
 8. ASCE 113, Substation Structural Steel Design
 9. AISC 360-10, Steel Specifications for Structural Buildings
- B. If any conflict occurs between this specification and these design standards or codes, the most stringent requirement shall apply. Nothing in this specification shall be construed to permit material not conforming to these design standards. Also, this shall not be construed as relieving the Seller from complying with any requirements in the specification which are in excess of the design standards.
- C. These substations shall be designated and manufactured of standard sections and shall be completely coordinated and pre-assembled wherever possible.
- D. Attached drawings shall be part of this specification. General arrangement shall be in accordance with the specification drawings.

1.12 DEFECTIVE EQUIPMENT

- A. Should equipment fail to conform to specifications or to operate satisfactorily, Owner will have right to operate equipment until defects are corrected and guarantees met.

- B. Owner will have right to operate rejected equipment until it is replaced without cost for depreciation, use, or wear.
- C. Equipment may be removed from operation for examination, adjustment, alteration, or change, only at time approved by the Owner.

1.13 SUBSTATION RATINGS

- A. The Substation covered under this specification will have the following rating in accordance with the applicable ANSI Standards:

Incoming Transmission Voltage	230 kV Phase-to-Phase
High Voltage Equipment BIL	900 kV
Incoming Transmission Conductor	954 AAC, Magnolia
Outgoing Distribution Voltage	12.47/7.2 kV Grd. Wye
Low Voltage Equipment BIL	110 kV
Frequency	60 Hz
Elevation above sea level	2300 ft.*
*For altitudes above 3,300 feet, apply Altitude Correction Factors to the voltage and continuous current ratings in accordance with ANSI Standards.	

Ambient Temperature Minimum	0°C
Ambient Temperature Maximum	50°C
Seismic Loading	
SDS:	0.522
SD1:	0.284
FPGA	1.34

1.14 MATERIAL AND EQUIPMENT NOT COVERED UNDER THIS SPECIFICATION

- A. Equipment listed in this section will be provided by the Owner or under separate specifications.
 1. Land, fill, and site preparation
 2. Fence and Gates
 3. HV Transmission Line, Hardware, and Suspension Insulators
 4. MV URD Cable and Terminations
 5. Power Transformers
 6. Distribution Transformers
 7. Power Circuit Breakers
 8. Control Enclosure and Accessories
 9. Foundations
 10. Grounding Material
 11. Control Cable, Conduit and Wiring
 12. Station Lights and Accessories

1.15 SUBSTATION STRUCTURES

- A. General

1. Furnish one (1) complete lot of prefabricated, hot dip galvanized steel structures as shown on the specification drawings. Assemblies, fittings, clamps, and other hardware for mounting all equipment shown on the specification drawings shall be included with the structural steel.
2. Structural material shall be in accordance with specifications ASTM-A36 for steel plates and ASTM-A500 Grade B for steel tubes with minimum yield point of 46,000 psi. Punching and drilling shall be done accurately. Center-to-center distance between end holes of a piece shall not vary more than 1/16 inch from the fabrication drawings. Burrs caused by drilling or punching shall be removed prior to galvanizing.
3. All structural material shall be hot dip galvanized in accordance with specifications ASTM A123, A143, A153, and A384. All galvanized pieces shall be free of spurs.
4. Each piece shall be plainly marked with its respective erection identification mark. Pieces shall be bundled in lots of approximately 100 lbs. with each bundle containing pieces for use on a common structure. Bundles shall be marked to identify the structure to which they belong. Larger structural pieces may be shipped separately. Welded or shop assembled sections shall be adequately braced to prevent damage in shipment. All crates, boxes and bundles shall be clearly marked with list of contents.
5. Structures are to be designed according to the latest applicable specifications of the National Electric Safety Code and NEMA Publication SG-6, Part 36.
6. Suitable tabs shall be provided at the base of each column for attaching NEMA 2-hole ground connectors. Provisions, where required, shall be made to secure ground wires extending up structures at maximum 4 ft. intervals. Structures requiring additional tabs include instrument transformer stands, deadends, and switch stands. Deadend structures shall also include tabs for mounting OPGW clamps as shown on specification drawings from the peak of the structure to the base.
7. Structures shall have mounting provisions for junction boxes noted on specification drawings.
8. Unbalanced loading due to one or more broken conductors shall be considered in design.
9. All anchor bolt patterns shall be symmetrical.

B. Bolts and Fasteners

1. High strength bolts shall meet ASTM A325 specifications, and be furnished with nuts and MF locknuts conforming to ASTM A563, Grade DH. Bolts, nuts, and washers shall be hot dip galvanized in accordance with ASTM specification A153, Class C. Galvanized bolts shall be free of spurs. **The required number of bolts, nuts, and washers shall be increased by five percent. Bolts, nuts, and washer shall be boxed and labeled separately by size and type.**

C. Anchor Bolts

1. Anchor bolts shall take the form of either headed bolts or straight rod meeting ASTM F1554 specifications, grade as required, and color coded on the end to help facilitate easy identification in the field. Bent anchor bolts are not acceptable in most cases and must be approved by the Engineer before using. Each anchor bolt shall be furnished with a

minimum of three (3) A563 heavy hex nuts, grade as required, and two (2) F436 flat circular washers unless otherwise noted.

2. Straight rod anchor bolts shall be provided with an anchoring device on one end, which is to be embedded in concrete. The anchoring device shall consist of a heavy hex nut welded at the unstressed end of the anchor bolt. This anchor nut is not included with the quantities described above.
3. All anchor bolts, nuts, and washers shall be hot dip galvanized conforming to ASTM A153, Class C specifications.

D. High Voltage Section

1. All structures, tubular bus, bus supports, bus connectors, and conductor, except line conductor, as shown on the specification drawings, are to be included in the material package. Structures shall be designed to support all wires without offsetting strain from incoming or outgoing conductors.

Voltage Rating	230 kV, 900 kV BIL
Short Circuit Current Rating (sym.)	40 kA
Ice and Wind Loading	
Structure	90 mph wind
Conductors	
Wind	90 mph wind
Ice	0 inch
NESC District	Light
Number Incoming Conductors (per deadend)	Three (3)
Maximum Incoming Conductor Tension (per phase)	4,000 lbs.
Incoming Conductor (per phase)	954 AAC, Magnolia
Number Incoming Static Wires (per deadend)	Two (2)
Maximum Incoming Static Wire Tension (per line)	2,000 lbs.
Incoming Static Wires	3/8" EHS or OPGW
Maximum Incoming Line Angle	15°

E. Low Voltage Section

1. All structures, tubular bus, bus supports, bus connectors, and conductor and any other necessary hardware for a complete low voltage installation are to be included in the material package.
2. Design loading for wind and ice shall be the same as for high voltage structures. Drilling and mountings shall be furnished for all equipment and hardware as shown on the specification drawings.

Voltage Rating	15 kV, 110 kV BIL
Short Circuit Current Rating (sym.)	25 kA

F. Static Mast Structure

1. General:
 - a. Design loading for wind and ice shall be the same as for high voltage structures. Accumulated loads on structures shall be

- increased by individual overload factors in accordance with the latest revision of the National Electric Safety Code.
- b. Seller shall verify all dimensions to verify proper fit up of structure connections prior to fabrication. Any deviation in dimension or materials from that shown on the drawings shall be submitted to the Engineer for his written approval prior to fabrication. Such submittals shall be in the form of shop drawings, per Section 1.10 of this specification.
 - c. The static mast column shall be constant taper round or multi-sided (8 or 12 sides) tubular sections in accordance with applicable ASTM requirements. Structural steel shall be ASTM A36, A500 Grade B or A572. Minimum section thickness shall be 3/16 inch. Mill test reports shall be made available, if requested, at no cost to the Owner.
 - d. Prior to the static mast being worked in any manner, structural materials shall be cleaned of all rust and foreign particles. Material shall be straight within the tolerance allowed by ASTM Specification A6. If straightening is necessary, it may be done by mechanical means or any application of a limited amount of localized heat. Straightening shall be done in a manner that will not injure the material.
 - e. Arc welding electrodes shall be in accordance with the requirements of the American Welding Society Specification D1.1, latest edition. Welding electrodes shall be E-70XX or equivalent wire if semi-automatic or automatic welding is used. Welding shall be performed by operators who have been qualified by tests as prescribed by AWS D1.1 to perform the type of welding required.
2. Foundation Supported
- a. Concrete foundations installed by others will have a minimum 28 day compressive strength of 4,500 psi.
 - b. Structure base plates shall be designed to accommodate anchor bolt size and layout. Anchor bolt embedment length shall be designed in accordance with the latest American Concrete Institute (ACI) standards.
 - c. Anchor bolts shall be as required by structure design and shall be in accordance with the latest ASTM standards. For high strength anchor bolts, ASTM A615 Grade 60 or Grade 75 (preferred) shall be furnished with a minimum of 3 heavy hex nuts and 2 flat washers each, unless otherwise noted.
 - d. Each design load case shall be considered independently to determine the maximum stress in any member as well as overall deflection of the static mast. Structures shall be analyzed for the simultaneous application of ultimate vertical, transverse and longitudinal wire loads, structure wind loads, and structure dead load.

1.16 SUBSTATION MATERIAL AND EQUIPMENT

- A. Quantities for the following materials and equipment shall be determined by the Seller in accordance with the bid schedule and general arrangement drawings. Package shall include all material necessary for a complete installation as indicated on specification drawings.

- B. All Group-Operated Switches (GOAB) shall be complete with insulators, operating mechanism, provisions for padlocking in either the open or closed position, operating pipe, grounding connectors and flexible grounding braid as shown in RUS Bulletin 1724E-300 (Figure 9-37: Typical Switch Grounding). Assembly of GOAB switches is indicated below. All low side disconnect switches shall be furnished completely assembled on insulators.

1. High Side GOAB Switch (Center Break)

Type	Center Break "V" w/ Arcing Horns
Voltage Class	230 kV, 900 kV BIL
Continuous Current	1,200 A
Blade	Aluminum
Operator	Worm Gear
Mounting	Vertical
Phase Spacing	16'-0"
Insulators	per Insulator specification
Assembly	Individual switch poles shall be furnished fully assembled.

2. High Side GOAB Switch (Vertical Break)

Type	Vertical Break
Voltage Class	230 kV, 900 kV BIL
Continuous Current	1,200 A
Blade	Aluminum
Operator	Worm Gear
Mounting	Horizontal
Phase Spacing	12'-0"
Insulators	per Insulator specification
Assembly	Individual switch poles shall be furnished fully assembled.

3. High Side Surge Arresters

Manufacturer	Ohio Brass
Type	EVP
Class	Station Class
Voltage Rating	140 kV MCOV
Design Requirements	ANSI Standard C62.11
Color	ANSI #70 Gray
Mounting	Tripod Base, 10" B.C.
Terminals	Ground Terminal – Clamp Type, Line Terminal – 4-hole Spade

4. High Side Insulators

Voltage Class	230 kV, 900 kV BIL
Technical Reference Number	TR-304

Type	Station Post, 5" B.C. Uniform Stack
Porcelain	ANSI #70 Gray

5. Low Side GOAB Switch

Type	Vertical Break
Voltage Rating	15 kV, 110 kV BIL
Continuous Current	1,200 Amps (min.)
Operator	Manual Swing Handle
Mounting	Horizontal
Phase Spacing	3'-0"
Insulators	per Insulator specification
Assembly	Individual switch poles shall be furnished fully assembled.

6. Low Side Fuse Disconnect Switch

Manufacturer	S&C
Type (Complete with Live Parts)	SMD-20
Terminals	2 Hole NEMA (Tinned)
Style	Station Vertical Offset
Voltage Class	15 kV, 110 kV BIL
Fuse Unit Type	SMU-20
Continuous Current-Fuse Holder	200 Amps
Fuse Unit Current Rating	5E, Std
Number of Fuse Units	Four (4)
Insulators	per Insulator specification

7. Low Side Station Service Transformers

Type	Pole mount, CSP
ANSI Standard	C57.12.20
Capacity	25 kVA
Voltage Rating	7,200-240/120 V
BIL	95 kV
Impedance	ANSI Std
Taps	None
Windings	Copper
Color	ANSI #70 Gray

8. Low Side Surge Arresters

Manufacturer	Ohio Brass
Type	PVI-LP
Class	Intermediate Class
Voltage Rating	7.65 kV MCOV

Design Requirements	ANSI Standard C62.11
Color	ANSI #70 Gray
Mounting	Tripod Base, 10" B.C.
Terminals	Ground Terminal – Clamp Type, Line Terminal – 4-hole Spade

9. Low Side Insulators

Voltage Class	15 kV, 110 kV BIL
Technical Reference Number	TR-205
Type	Station Post, 3" B.C.
Porcelain	ANSI #70 Gray

10. Conductors and Connectors

a. Type, size and quality of major bus materials are shown on the drawings. The intent is to set a standard for bus and equipment as well as to specify other necessary requirements.

1) General

- a) Provide all necessary bus conductor, connectors, and other materials required to completely interconnect power equipment as shown on specification drawings. This includes all bus connectors, bus splicing material, bolts, nuts, washers, etc. Connectors for all equipment including high and low side transformer bushings (4-hole pad) shall be included.
- b) For all spare distribution bays, the Supplier shall furnish all connectors necessary to allow the Owner to make jumpers to connect the bus, low voltage switches and an Owner-furnished recloser to complete the bay at a future date.

2) Bus Conductor

- a) A minimum number of conductor types and sizes have been included in the design of electrical bus in this section. All sections of tubular conductor longer than eight feet between supports require damping conductors. Damping conductor shall be furnished as specified on the following table:

DAMPING CONDUCTOR REQUIREMENTS	
Nominal Tubular Bus Size (inch)	Minimum Size ACSR Conductor (kcmil)
1.5	211.6
2	266.8
2.5	266.8
3	336.4
4	556.5

b) High Side Bus

Rigid Bus	4" Sch 40 Al Tube
Conductor in Main Current Paths	954 AAC, Magnolia
Conductor taps	795 AAC, Dahlia

c) Low Side Bus

Rigid Bus	4" Sch 40 Al Tube
Conductor in Main Current Paths	556.5 AAC, Dahlia
Conductor taps	1/0 ACSR, Raven

- d) Tubular bus conductor shall be Schedule 40 seamless electrical grade 6063-T6. Tubular buswork shall have smooth surface Industry Class IV finish. Care shall be exercised in handling and packaging bus conductor for shipment to prevent abrasion or other damage.

3) Bus Connections

- a) High voltage bus connections and terminals shall be bolted-type, and low voltage shall be bolted-type unless otherwise noted. Stainless steel bus bolts shall be furnished for bolted connections. **Nuts shall be silicon bronze.**
- b) Low voltage bus tee connectors shall be bolted tube-conductor or conductor-conductor connectors. Bus tee connections utilizing NEMA pads and terminals will not be accepted.
- c) On copper-to-aluminum and aluminum-to-aluminum connections, each bolt shall be furnished with one Belleville and two flat washers. On copper-to-copper connections, each bolt shall have one flat and one lock washer. Copper and copper alloy composition connectors shall have tinned contact surfaces where used for copper-to-aluminum connections.
- d) Stainless steel Belleville washers shall be a minimum of 0.109" thick with a 3,750 pound load required to flatten the washer. Stainless steel flat washers shall be a minimum of 0.125" thick. All washers shall be 1 5/8" diameter.
- e) All bolts shall be sized to extend completely through nuts, with a minimum of 1/8" and a maximum of 3/8" thread reveal when properly torqued.
- f) Contact inhibitor shall be furnished for all aluminum connections.

11. Switch Stick and Container

Stick	
Manufacturer	Hastings
Catalog Number	3120 (Includes P10431 Universal Head)
Size	Adjustable 12'-18'
Construction	Fiberglass
Quantity	One (1) per Substation

Container	
Manufacturer	Hastings
Catalog Number	01-3353
Size	6" X 13'
Mounting Accessory	Fence Mounting Kit, Cat No. 01-3200-041
Construction	Heavy Duty Plastic with Hardware for Fence Mounting

Signs	
Warning High Voltage	
Size	10" x 14"
Construction	18 ga. Steel w/Porcelain Enamel Finish
Accessories	Mounting Hardware by Others

APPENDIX
SUMMARY OF PROPOSAL
(Requires Completion by Bidder)
***Denotes required value**

A. Price and Delivery

- 1) Total Package Price, delivered FOB jobsite:

A 1,050,500.00
- 2) Specified Delivery Lead Times:

Anchor bolts

16 weeks ARO

Structural steel

24 weeks ARO

Balance of package

28 weeks ARO
- 3) Can Bidder meet specified lead times based upon award of contract with ten (10) days from bid award?

YES
(Yes/No)
- 4) If not, Bidder shall provide earliest guaranteed delivery lead times (weeks ARO):

Anchor bolts

Structural steel, less static mast(s)

Balance of package
- 6) Are prices quoted in A.1 above firm?

YES
(Yes/No)
- 7) If not, what is the maximum percentage increase that will be applied to the price quoted in A.1 to meet specified lead times?

B. Drawings & Structure Calculations

Will Bidder meet delivery lead times as listed below for drawings & structure calculations?

- 1) Drawings & Structure Calculations for review, 12 weeks ARO, based on contract award date within ten (10) working days after bid award.

YES *
(Yes, No)
- 2) Certified drawings, 20 weeks ARO, based on return of reviewed drawings by Owner within ten (10) working days of receipt.

YES *
(Yes, No)
- 3) If Bidder cannot meet drawing & calculation lead times listed above, Bidder shall provide

earliest guaranteed delivery lead times
which can be met (weeks ARO):

Structure Calculations: _____
Review Drawings: _____
Certified Drawings: _____

C. Data

- 1) Bidder PEAK SUBSTATION SERVICES
- 2) Name & Location of Steel Fabricator STRUCTURAL STEEL READINGS, DALLAS
- 3) Estimated Weights and Dimensions (Shipping):
 - a. Weight of largest piece of material to be shipped 10,000 lbs
 - b. Dimensions of largest shipped item 40' x _____ x _____
- 4) Describe extent of any required field assembly for equipment (e.g., switches assembled or un-assembled):

NOTE: AUTHORIZED SIGNATURE INDICATES ABOVE VALUES
DENOTED WITH * ARE GUARANTEED

<u>PEAK SUBSTATION SERVICES</u> (Bidder)	<u>JASON HARRIS</u> (By)
<u>801 1ST AVE. NORTH</u> (Address)	<u>SALES MANAGER</u> (Title)
<u>BIRMINGHAM AL 35203</u> (Address)	<u>5-13-2024</u> (Date)

Schedule I – Substation Items

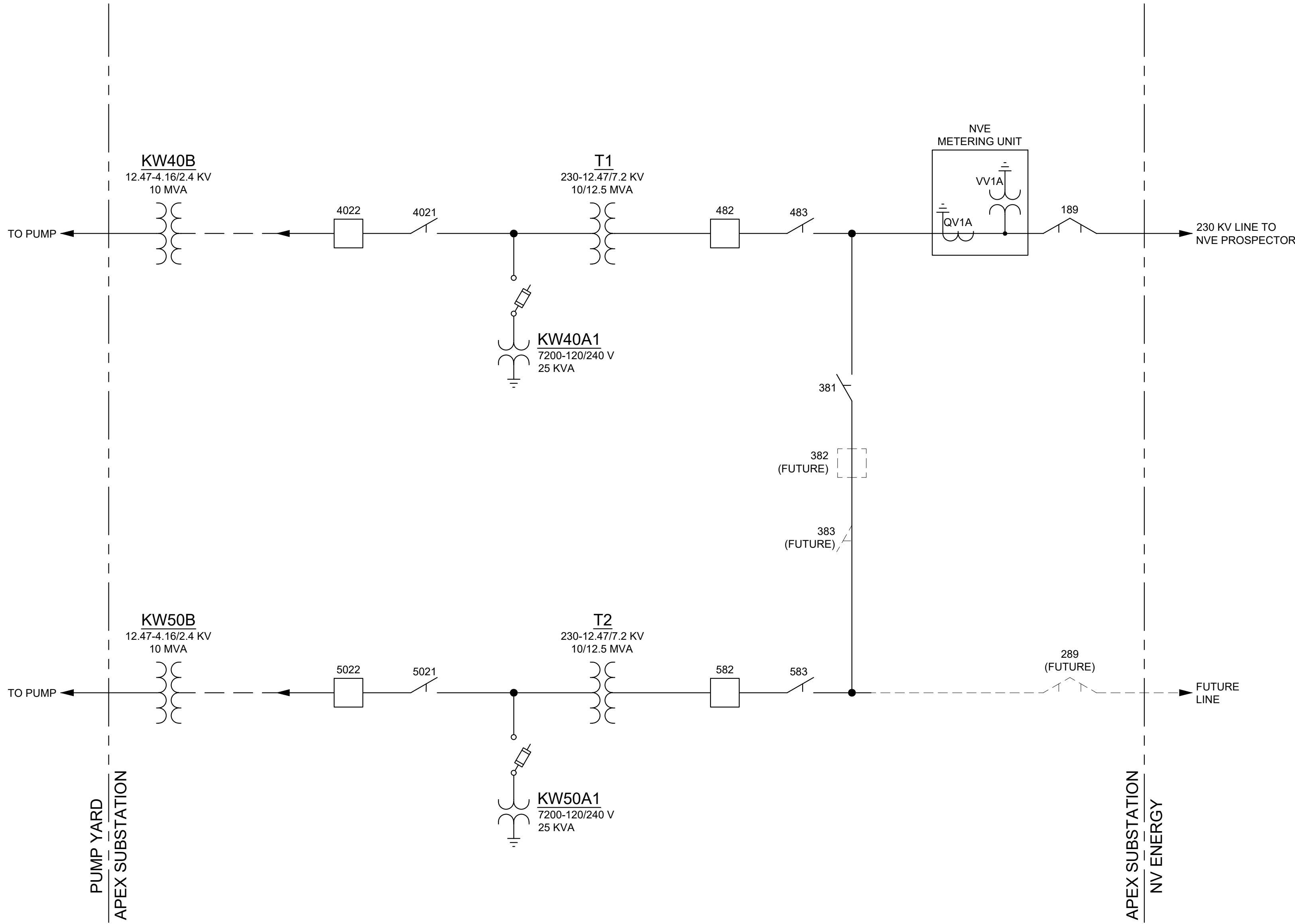
Item and Description	Manufacturer	Qty.	Unit Price	Extended Price
TRANSMISSION				
1. Structural Steel		1 Lot	598,011.~	598,011.~
a. A-frame Deadend	STRUCTURAL STEEL PRODUCTS DALLAS	1	INC	
b. Metering Stand	PAX GONZALES, LA	3	INC	
c. Switch Stand		4	INC	
d. Singe-phase Bus Supports		8	INC	
e. Three-phase Bus Supports		4	INC	
f. Static Mast	STRUCTURAL STEEL PRODUCTS DALLAS	2	INC	
g. Switch Platforms	PAX	4	INC	
h. Breaker Platforms		2	INC	
2. Anchor Bolts		1 Lot	INC.	
3. 230 kV GOAB Switch, CBV	ROYAL	1	50,815.~	50,815.~
4. 230 kV GOAB Switch, VB	1	3	38,340.00	115,020.~
5. 230 kV Surge Arresters	ABB	3	5,000.~	15,000.~
6. 230 kV Insulators	NEWELL	23	750.~	17,250.~
7. Electrical Bus & Connectors	PDU SPRINGFIELD, MA	1 Lot	74,285.~	74,285.~
Transmission Subtotal:				
DISTRIBUTION				
1. Structural Steel		1 Lot	INC.	
a. Switch Stand	PAX	2	INC	
b. Service Transformer Stand	PAX	2	INC	
c. Termination Stand	PAX	2	INC	
d. Switch Platforms	PAX	2	INC	
e. Breaker Platforms	PAX	2	INC	
2. Anchor Bolts	PAX	1 Lot	INC	
3. 15 kV GOAB Switch, VB	ROYAL	2	18,353.~	36,706.~

Item and Description	Manufacturer	Qty.	Unit Price	Extended Price
4. 15 kV Surge Arresters	ABB	6	215.-	1,290.-
5. 15 kV Fuse Disconnect Switch	SIC	2	5,000.-	1,290.-
6. 15 kV Fuse Units	SIC	4	287.-	1,148.-
7. 15 kV Service Transformer	ABB	2	54,285.-	108,570.-
8. 15 kV Station Post Insulators	NEWELL	12	45.-	540.-
9. Electrical Bus & Connectors	PDH SQUARE, INC.	1 Lot	INC.	
10. Switch Stick & Container	HASTINGS	1	715.-	715.00
11. Warning High Voltage Signs	BRADY	10	115.-	1,150.-
Distribution Subtotal:				
Grand Total:				1,030,500.-

END OF SECTION

SECTION 1100
Drawing List

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



POWER CIRCUIT BREAKERS						
NAME	KV	CONT AMPS	SHORT CKT KA	TIME CYCLES	MANUFACTURER	MODEL
482, 582	230	2000	40	3	XXX	XXX
4022_5022	15	1200	20	5	XXX	XXX
DISCONNECT SWITCHES						
NAME	KV	CONT AMPS	SHORT CKT KA	TYPE	MANUFACTURER	MODEL
381, 483, 583	230	1200	61	VB	XXX	XXX
189	230	1200	61	CBV	XXX	XXX
4021, 5021	15	1200	61	VB	XXX	XXX
POTENTIAL TRANSFORMERS						
NAME	KV	RATIO		MANUFACTURER	MODEL	
VV1A	230	1200/2000:1		XXX	XXX	
CURRENT TRANSFORMERS						
NAME	KV	RATIO		MANUFACTURER	MODEL	
QV1A	230	50:5		XXX	XXX	
TRANSFORMERS						
NAME	VOLTAGE			MAX KVA	MANUFACTURER	
T1, T2	230-12.47/7.2 KV			12,500	XXX	
KW40B, KW50B	12.47-4.16/2.4 KV			10,000	XXX	
KW40A1, KW50A1	7,200-120/240 V			25	XXX	

BUS AND JUMPERS (SEE NOTES 1 & 2)			
NAME	DESCRIPTION	KV	CONT AMPS
HV LINE JUMPER	954 KCM AAC, "MAGNOLIA"	230	947
HV MAIN RIGID BUS	4" SPS ALUMINUM, SCH 40	230	2529
LV MAIN BUS JUMPER	954 KCM AAC, "MAGNOLIA"	230	947
LV MAIN RIGID BUS	4" SPS ALUMINUM, SCH 40	12.47	2529
LV MAIN BUS JUMPER	556.2 KCM AAC, "DAHLIA"	12.47	677

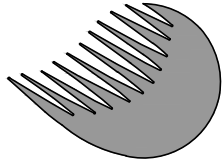
NOTES:

1. BUS AMPACITY IS BASED ON 40°C RISE OVER 50°C AMBINET TEMPERATURE, EMISSIVITY = 0.5 W/ SUN.
2. CONDUCTOR AMPACITY IS BASED ON 50°C RISE OVER 50°C AMBINET TEMPERATURE, EMISSIVITY = 0.5 W/ SUN, 2FT /SEC. WIND.

DEVICE LEGEND

- GROUP OPERATED SWITCH
- FUSED DISCONNECT SWITCH
- CENTER BREAK SWITCH
- SWITCH
- TRANSFORMER
- VOLTAGE TRANSFORMER
- CURRENT TRANSFORMER
- CIRCUIT BREAKER

SOUTHERN NEVADA
WATER AUTHORITY™



VERIFY SCALE



GARNET VALLEY WATER SYSTEM
APEX 2920 PUMPING STATION SITE

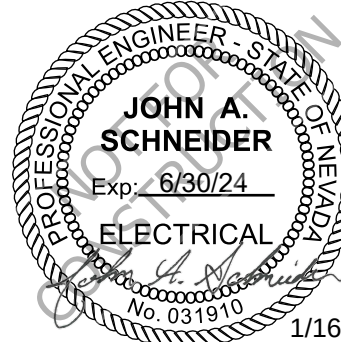
APEX SUBSTATION
SWITCHING DIAGRAM

SCALE

NTS

HDR
6750 VIA AUSTI PARKWAY SUITE 350
LAS VEGAS, NEVADA 89119
(702) 938-6000

DRAWN BY: SHAHNAVAZ ANJAN
CHECKED BY: ZAFAR ASHRAFI



PROJECT: 3533S

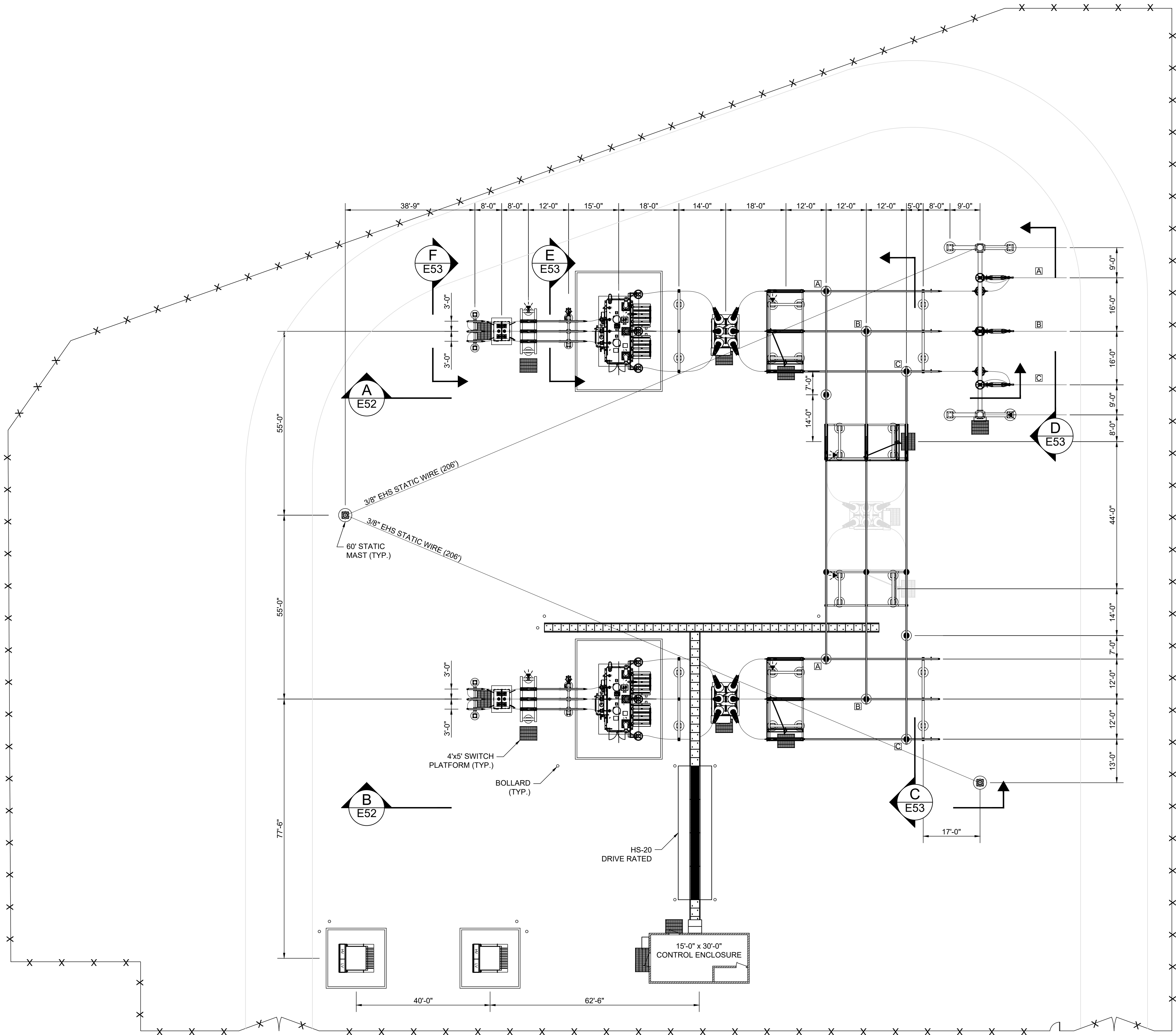
COMMIT: 010717

DRAWING/NUMBER

E50

SHEET OF

REVISIONS: 60% DESIGN SUBMITTAL - PRELIMINARY SUBMITTAL NOT FOR CONSTRUCTION



GENERAL NOTES:
1. SEE WRITTEN SPECIFICATIONS FOR MATERIAL PROVIDED BY OWNER AND MATERIAL PACKAGER.

LEGEND
[Symbol] PHASE SIGN MARKER
[Symbol] STATION LIGHT

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**SOUTHERN NEVADA
WATER AUTHORITY™**

VERIFY SCALE

1/2 0 1/2 1
BAR REPRESENTS ONE AND ONE-HALF INCHES ON ORIGINAL

GARNET VALLEY WATER SYSTEM
APEX 2920 PUMPING STATION SITE

APEX SUBSTATION
GENERAL ARRANGEMENT

SCALE
NTS

FOR

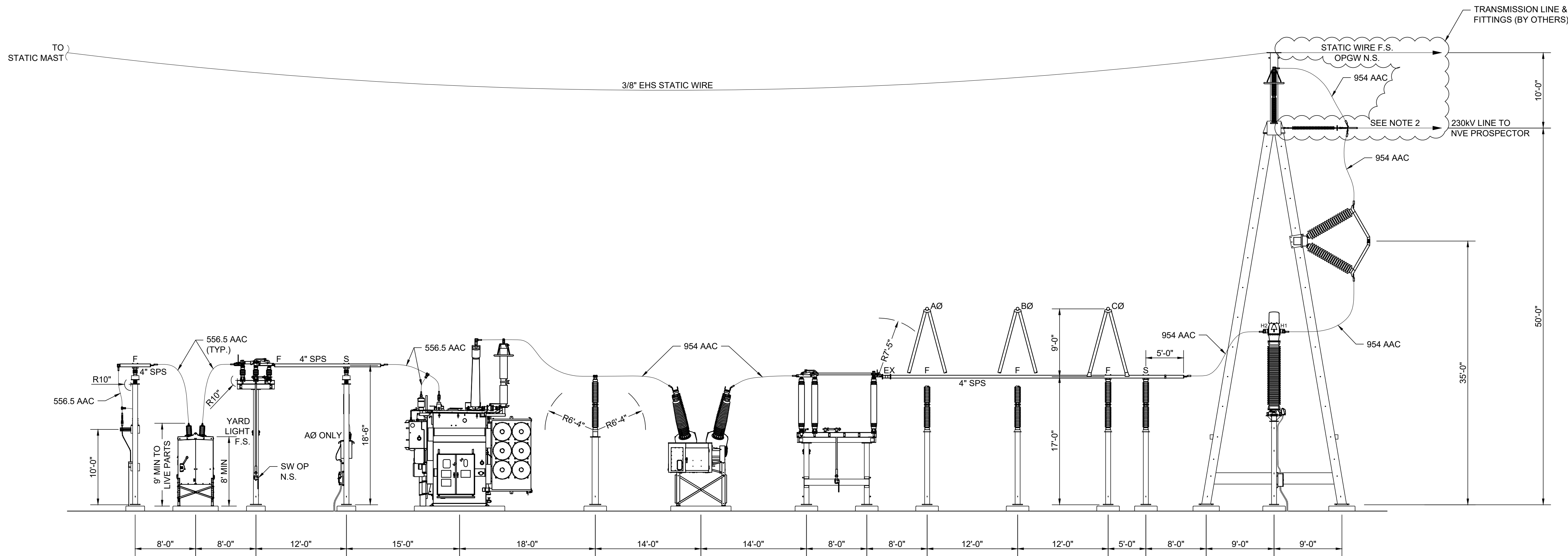
6750 VIA AUSTI PARKWAY SUITE 350
LAS VEGAS, NEVADA 89119
(702) 938-6000

DRAWN BY: RAMSIN ADAMZ
CHECKED BY: ZAFAR ASHRAFI

1/16/24

REVISIONS: 60% DESIGN SUBMITTAL - PRELIMINARY SUBMITTAL NOT FOR CONSTRUCTION

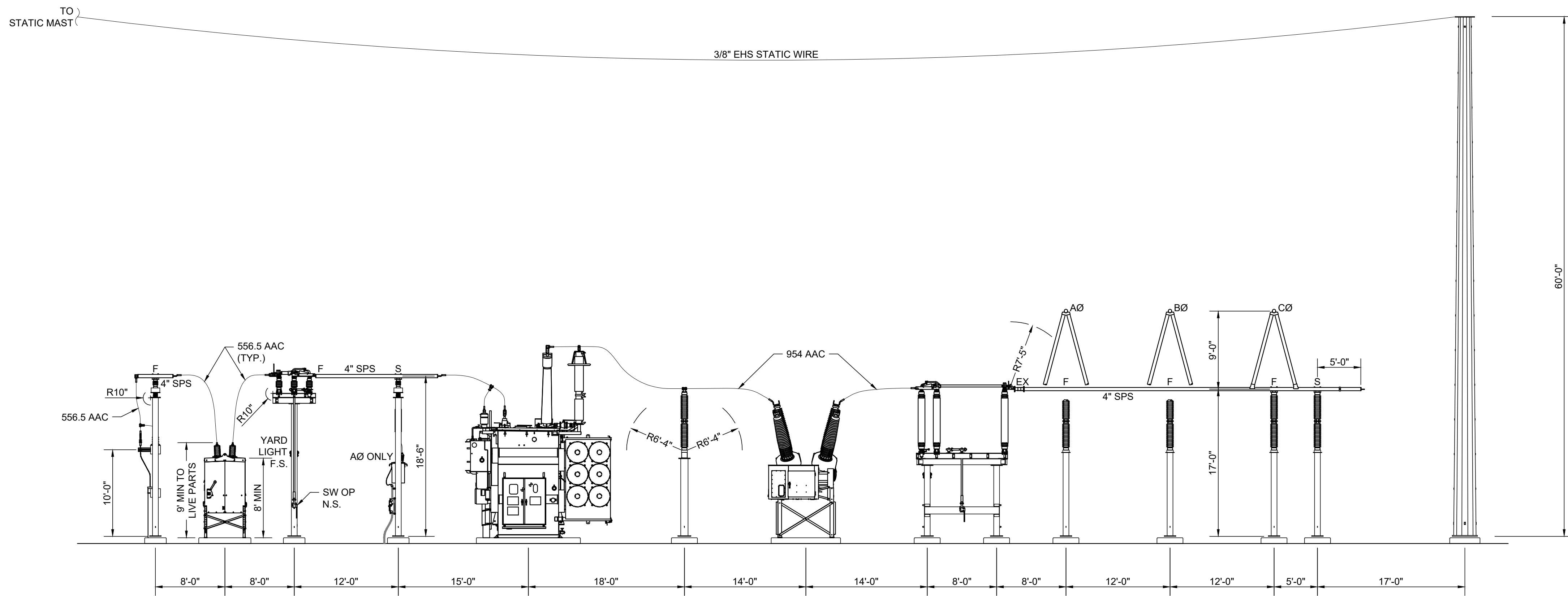
PROJECT: 3533S
COMMIT: 010717
DRAWING/NUMBER
E51
SHEET OF



SECTION
SCALE: 1/8" = 1'-0"

A
E51

8 4 0 8 16
SCALE: 1/8"=1'-0"



SECTION
SCALE: 1/8" = 1'-0"

B
E51

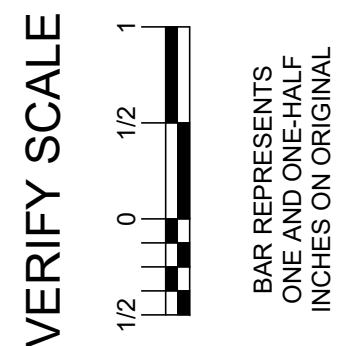
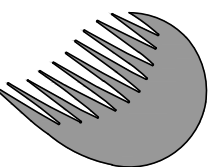
8 4 0 8 16
SCALE: 1/8"=1'-0"

- LEGEND**
- S SLIP BUS CONNECTION
F FIXED BUS CONNECTION
E EXPANSION BUS CONNECTION

- NOTES:**
- SEE WRITTEN SPECIFICATIONS FOR MATERIAL PROVIDED BY OWNER AND MATERIAL PACKAGER.
 - LIMIT THE INCOMING LINE ANGLE TO A MAXIMUM OF 15°.
 - STRUCTURE HEIGHTS MEASURED FROM BOTTOM OF BASE PLATES.
 - DAMPENING CABLE TO BE INSTALLED IN HORIZONTAL BUS LONGER THAN 8 FEET.
 - ALL HORIZONTAL RIGID BUS TO INCLUDE A 1/4" WEEP HOLE AT MID-SPAN BETWEEN ALL BUS SUPPORTS.

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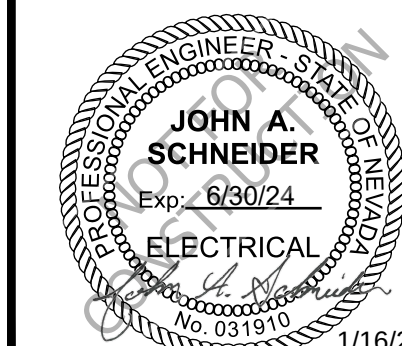


GARNET VALLEY WATER SYSTEM
APEX 2920 PUMPING STATION SITE
APEX SUBSTATION
ELEVATIONS SECTIONS A & B

SCALE
1/8"=1'-0"

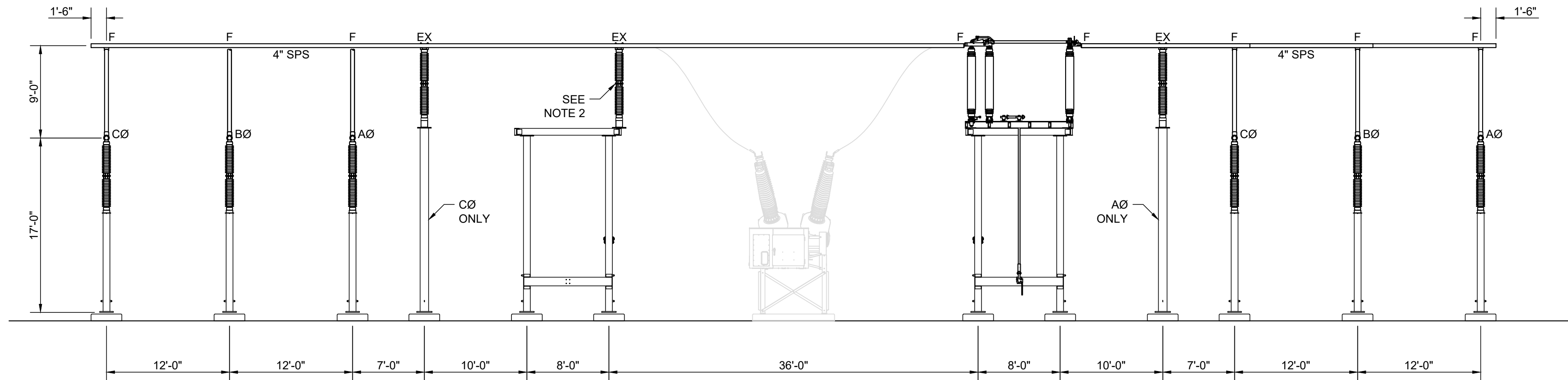
FCR
6750 VIA AUSTI PARKWAY SUITE 350
LAS VEGAS, NEVADA 89119
(702) 938-6000

DRAWN BY:
RAMSIN ADAMZ
CHECKED BY:
ZAFAR ASHRAFI



PROJECT: 3533S
COMMIT: 010717
DRAWING/NUMBER
E52
SHEET OF

REVISIONS: 60% DESIGN SUBMITTAL - PRELIMINARY SUBMITTAL NOT FOR CONSTRUCTION

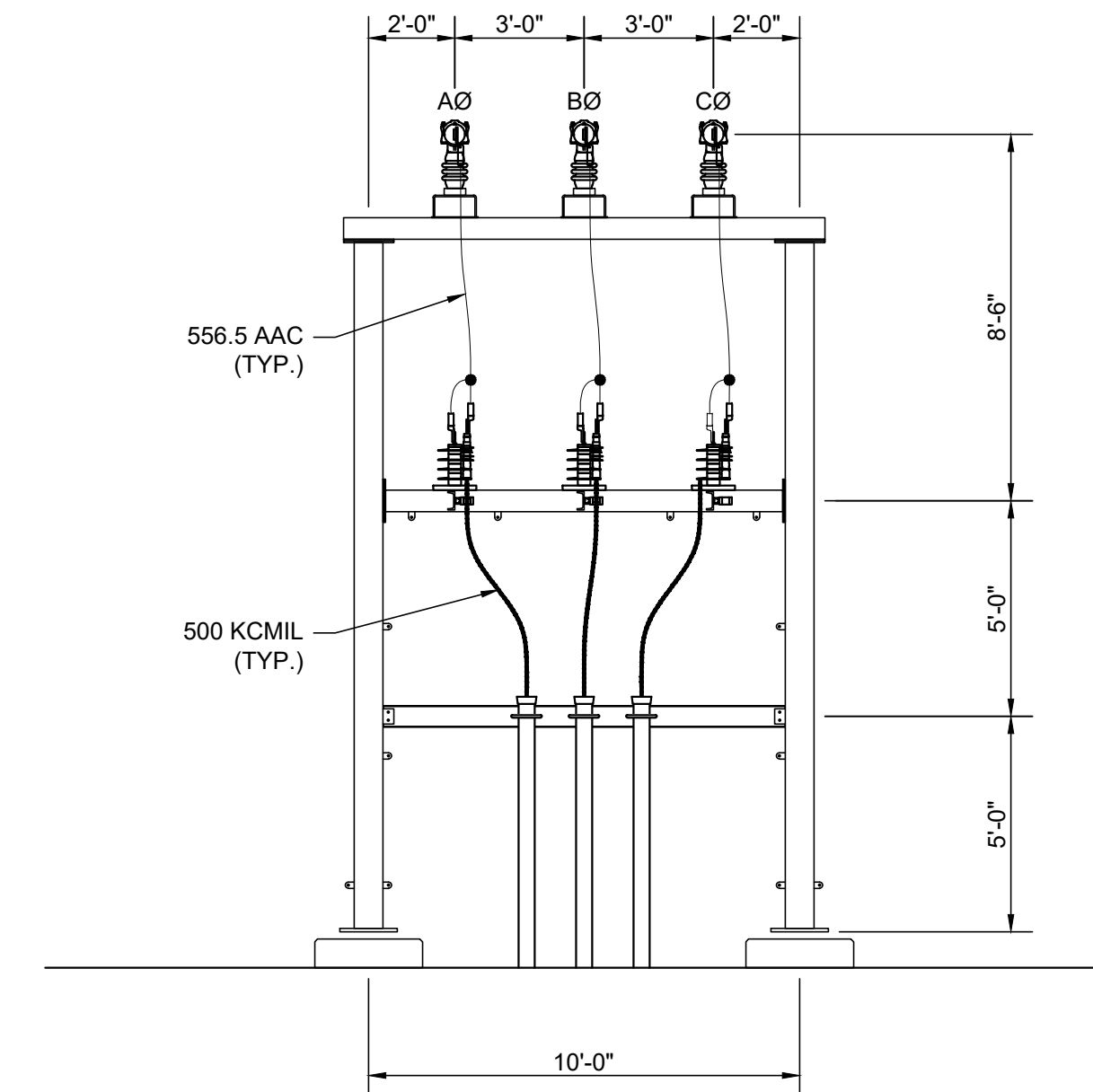


SECTION
SCALE: 1/8" = 1'-0"



SCALE: 1/8"=1'-0"

C
E51

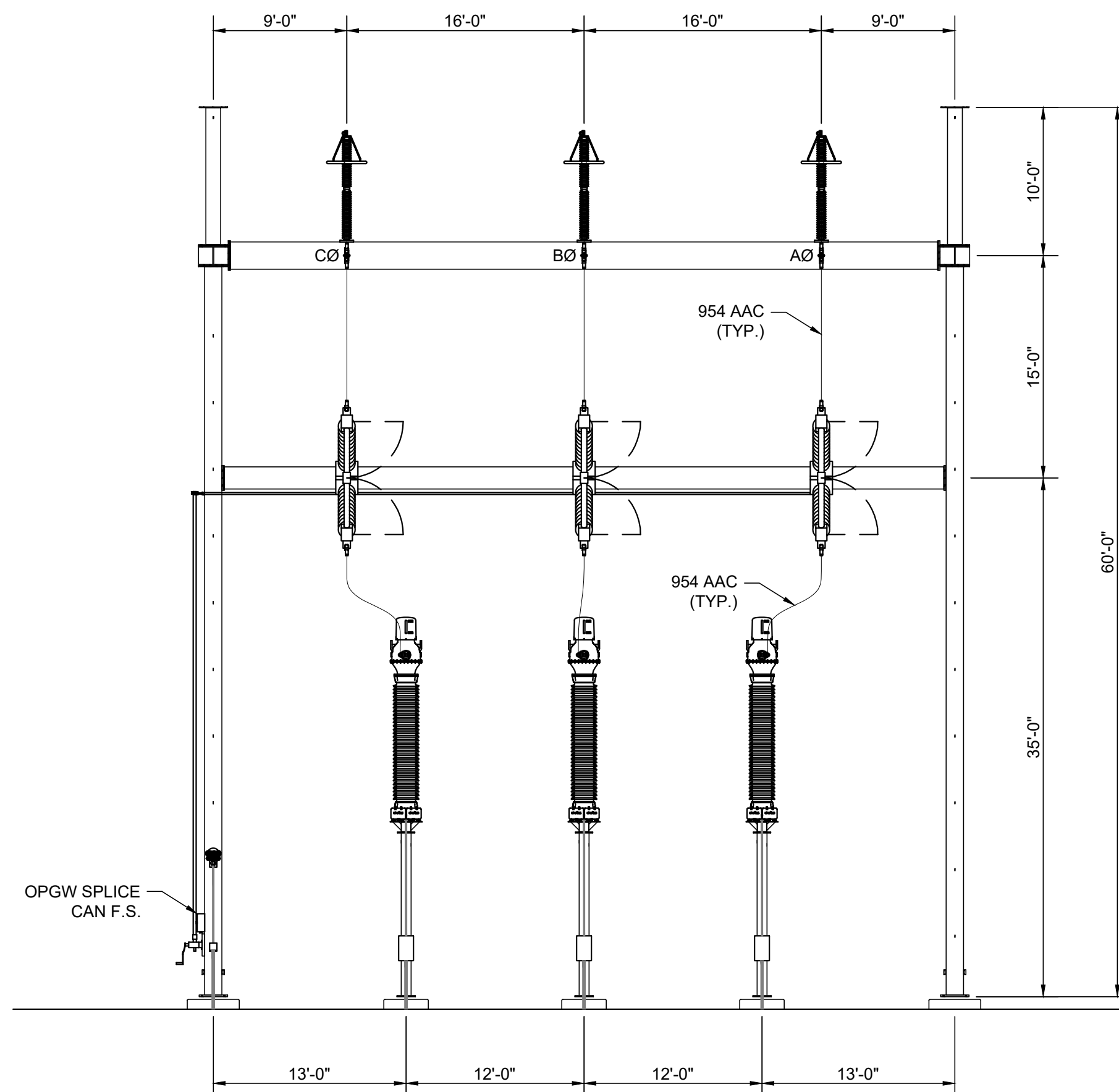


SECTION
SCALE: 1/4" = 1'-0"



SCALE: 1/4"=1'-0"

E
E51

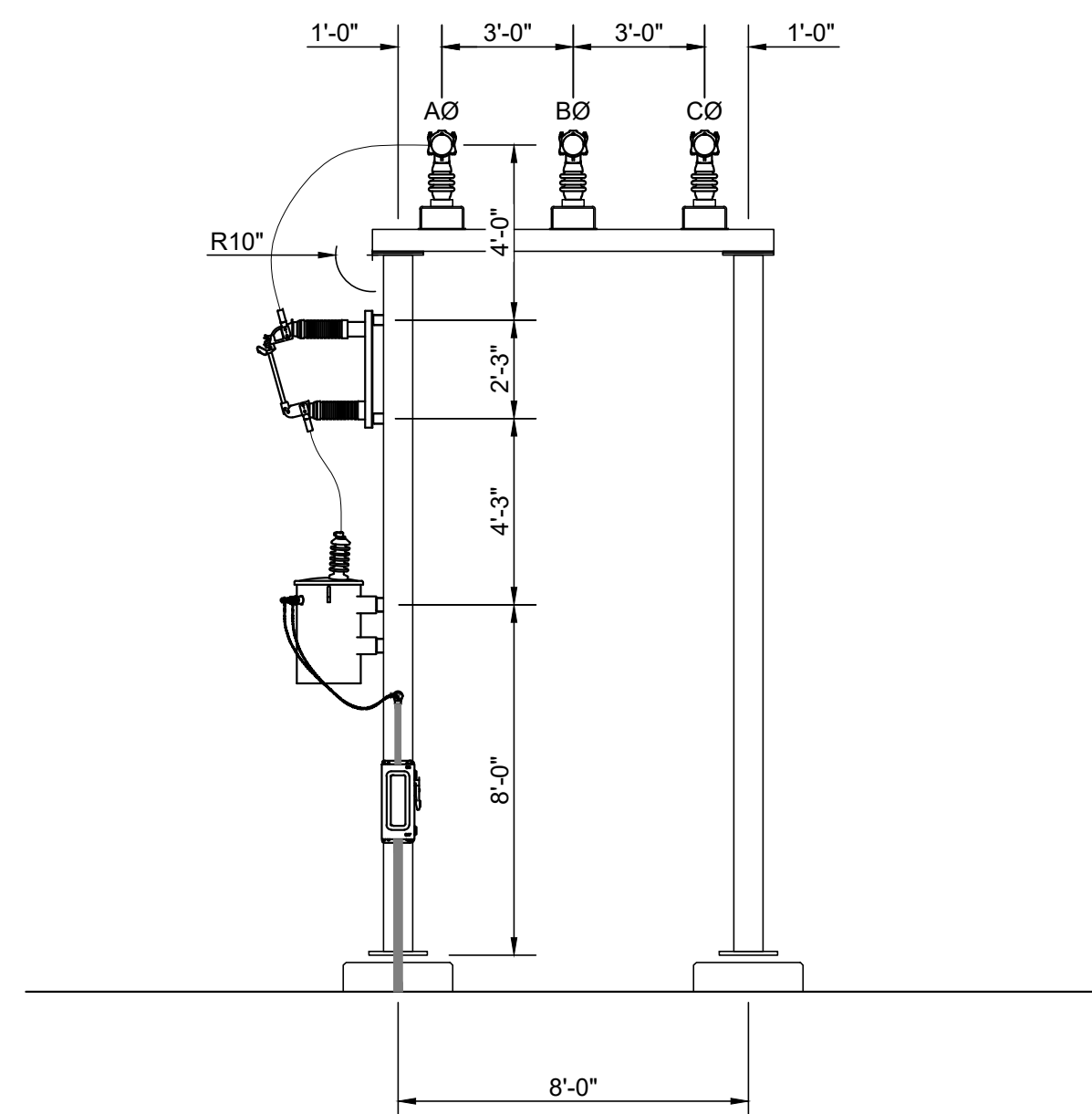


SECTION
SCALE: 1/8" = 1'-0"



SCALE: 1/8"=1'-0"

D
E51



SECTION
SCALE: 1/4" = 1'-0"



SCALE: 1/4"=1'-0"

F
E51

LEGEND

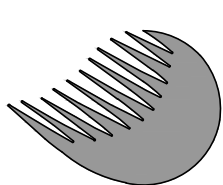
- S SLIP BUS CONNECTION
F FIXED BUS CONNECTION
E EXPANSION BUS CONNECTION

NOTES:

- SEE WRITTEN SPECIFICATIONS FOR MATERIAL PROVIDED BY OWNER AND MATERIAL PACKAGER.
- INITIALLY, A THREE PHASE BUS SUPPORT WILL BE PLACED ON THE SWITCH STRUCTURE TO SUPPORT BUS WORK. FOR ULTIMATE BUILD OUT, THE BUS SUPPORTS WILL BE REPLACED WITH A 230KV SWITCH.
- STRUCTURE HEIGHTS MEASURED FROM BOTTOM OF BASE PLATES.
- DAMPENING CABLE TO BE INSTALLED IN HORIZONTAL BUS LONGER THAN 8 FEET.
- ALL HORIZONTAL RIGID BUS TO INCLUDE A 1/2" WEEP HOLE AT MID-SPAN BETWEEN ALL BUS SUPPORTS.

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**SOUTHERN NEVADA
WATER AUTHORITY™**



VERIFY SCALE



BAR REPRESENTS
ONE AND ONE-HALF
INCHES ON ORIGINAL

GARNET VALLEY WATER SYSTEM
APEX 2920 PUMPING STATION SITE

APEX SUBSTATION
ELEVATION SECTIONS C, D, E & F

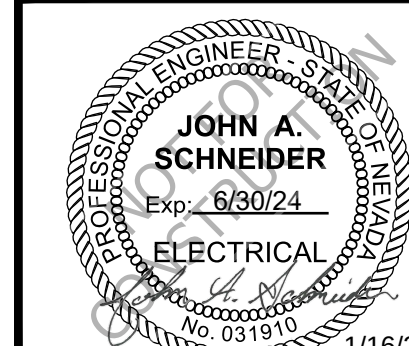
SCALE
AS SHOWN

HDR

6750 VIA AUSTI PARKWAY SUITE 350
LAS VEGAS, NEVADA 89119
(702) 938-6000

DRAWN BY:
RAMSIN ADAMZ

CHECKED BY:
ZAFAR ASHRAFI



PROJECT: 35335

COMMIT: 010717

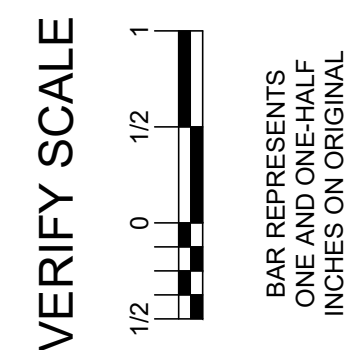
DRAWING/NUMBER

E53

SHEET OF

REVISIONS: 60% DESIGN SUBMITTAL - PRELIMINARY SUBMITTAL NOT FOR CONSTRUCTION

1/16/24



APEX SUBSTATION RELAYING ONE LINE DIAGRAM

NTS

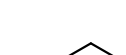
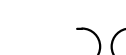
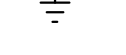
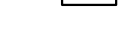


DRAWN BY:
SHAHNIAWAZ ANJANI

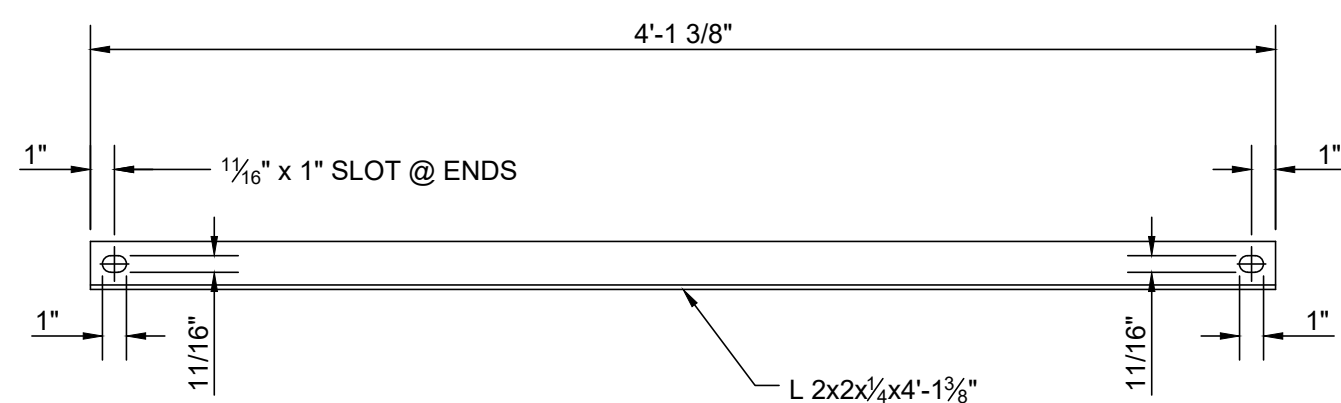
DRAWING/NUMBER
E54

SHEET OF

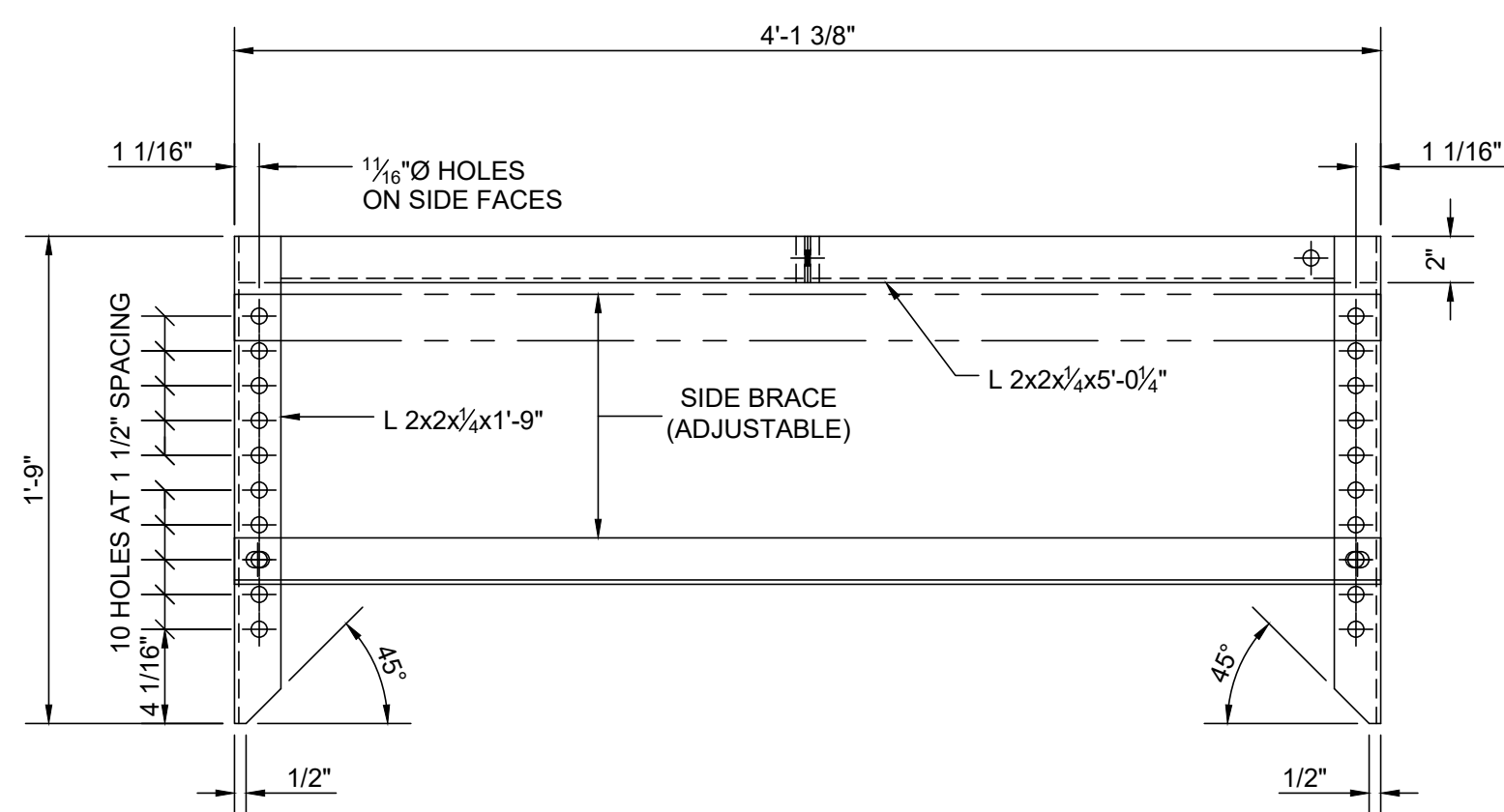


- | | |
|---|-------------------------|
|  | GROUP OPERATED SWITCH |
|  | FUSED DISCONNECT SWITCH |
|  | CENTER BREAK SWITCH |
|  | SWITCH |
|  | TRANSFORMER |
|  | VOLTAGE TRANSFORMER |
|  | CURRENT TRANSFORMER |
|  | CIRCUIT BREAKER |
|  | MOTOR OPERATOR |

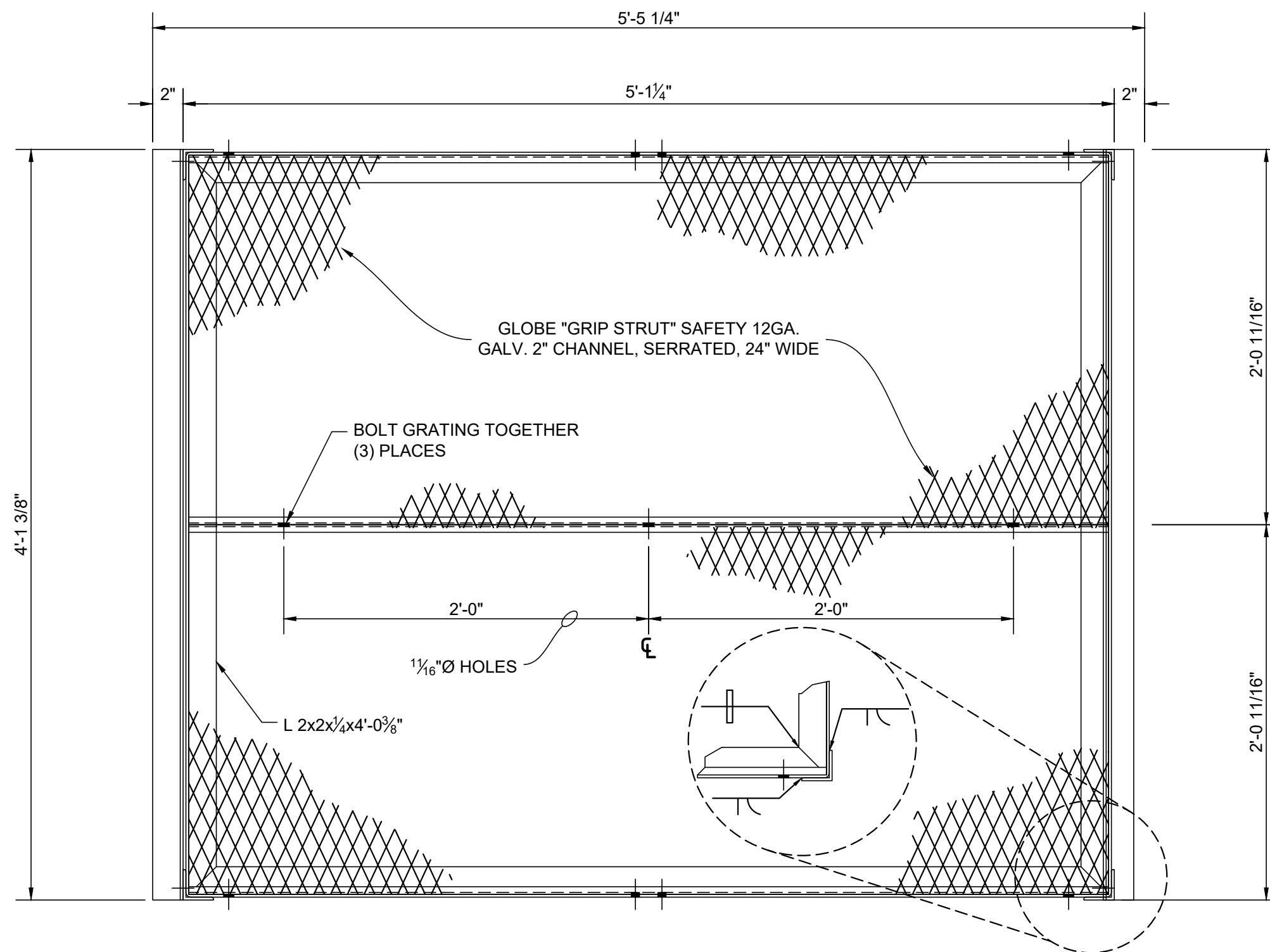
DEVICE NAME	FUNCTIONS	RELAY
87T1P/S	50/51P, 50/51N, 87, 50/86BF	SEL-487E
87T2P/S	50/51P, 50/51N, 87, 50/86BF	SEL-487E
51P1 51P2	50/51P	SEL-751
86T1 86T2	LOCK-OUT RELAY	78PB05D
52CS	CONTROL SWITCH	24PC38D
43LR	LOCAL REMOTE SWITCH	78PB02D
26Q	TEMPERATURE SWITCH	TBD BY VENDOR
49T	TEMPERATURE MONITOR	TBD BY VENDOR
63X	PRESSURE RELAY	TBD BY VENDOR
71Q	LIQUID LEVEL RELAY	TBD BY VENDOR



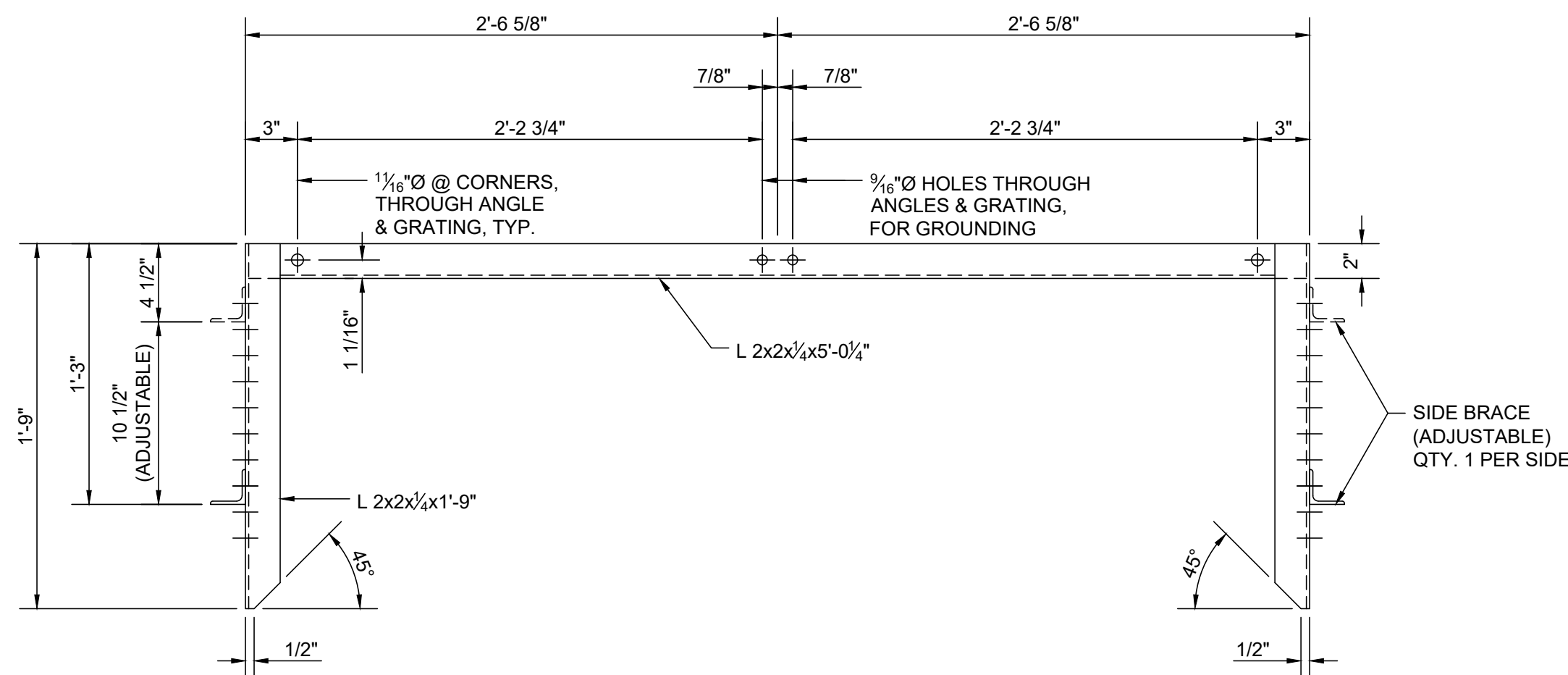
SIDE BRACE - (QTY 2 PER PLATFORM)



SIDE ELEVATION



PLAN

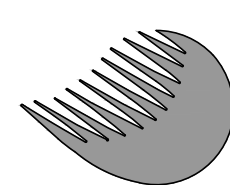


FRONT ELEVATION

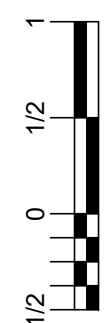
PCB PLATFORM - SP1
SCALE: 1-1/2"=1'-0"**STRUCTURE NOTES:**

- ALL STRUCTURE MOUNTING HOLES ARE $\frac{1}{16}$ " OR $\frac{3}{16}$ " UNLESS OTHERWISE NOTED.
- EACH BOLT ASSEMBLY SHALL INCLUDE A TYPE "MF" LOCKOUT.
- STEEL PACKAGER SHALL PROVIDE ALL FASTENERS NEEDED TO ASSEMBLE EACH STRUCTURE AND A 5% OVERAGE.
- STRUCTURES AND ATTACHMENTS WILL BE DESIGNED TO BE AS SYMMETRICAL AND SQUARE AS REASONABLE.
- SEE E51 AND EXX FOR PLATFORM LOCATIONS AND QUANTITIES.

**SOUTHERN NEVADA
WATER AUTHORITY™**



VERIFY SCALE



BAR REPRESENTS
ONE AND ONE-HALF
INCHES ON ORIGINAL

GARNET VALLEY WATER SYSTEM
APEX 2920 PUMPING STATION SITE

APEX SUBSTATION
PCB PLATFORM - SP1

SCALE

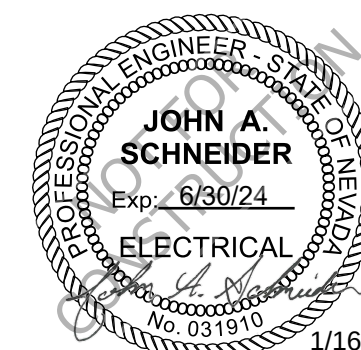
NTS

HDR

6750 VIA AUSTI PARKWAY SUITE 350
LAS VEGAS, NEVADA 89119
(702) 938-6000

DRAWN BY:
JORDAN REED

CHECKED BY:
ZAFAR ASHRAFI



PROJECT: 3533S

COMMIT: 010717

DRAWING/NUMBER

E161

SHEET OF

REVISIONS: 60% DESIGN SUBMITTAL - PRELIMINARY SUBMITTAL NOT FOR CONSTRUCTION

EXHIBIT B



PRELIMINARY

801 1st Avenue North
P.O. BOX 67 (35201)
B'HAM, AL 35203
PH: 205-324-0909 / FAX 205-324-0955

CUSTOMER:
PROJECT NAME:
PROJECT NUMBER:

PRINTED
REVISION 1:
REVISION 2:
REVISION 3:
REVISION 4:

OWNER	PSS	QTY	MANUF.	CATALOG	ITEM DESCRIPTION
MARK	MARK			NUMBER	
		3	PPC	900HT	
		3	PSS	Height Adapter	
140		7	HOL	PXLW	
U01		3000	WIRE	250MCM AL XLPE	
U02		12	Elastimold	R2T15J2-N0280-B2	
U03		12	Elastimold	262LR-D5240	
121		6	S&C	192223R2-Z5	
124		8	S&C	703001	
B25		4	PDU	19-400	
B33		6	PDU	18-640-WR	
B35		19	PDU	16-124B	
B46		9	PDU	18-1146	
B47		6	PDU	17-1510	
B38		60	PDU	16-146C	
B39		6	PDU	16-146B	
B41		36	PDU	16-161D	
B44		24	PDU	18-129-CFE	

\$320,735.00

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: *For Information Only:* Update from the Commission's Power Delivery Group Projects for Fiscal Year 2027-2028.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION: Staff recommend the Commission approve the recognition letter and authorize the Chairwoman to sign on behalf of the Commission.

FISCAL IMPACT:

Staff will present the attached update.

Power Delivery Group

Project Plan



"Rooted in the past and focused on the future."





Power Delivery Group Projects 2027-2028

SNWA – Boulder Flats Switchyard and Transmission Line

- The CRC is overseeing the construction of the ten-mile transmission line and the switchyard project expansion for Townsite Phase II. Commissioning is expected by end of October 2026.

Las Vegas Valley Water District – Monthill and Garnet Valley Substations

- The CRC is currently overseeing material contracts for Monthill and Garnet Valley substations for transformers and materials for the Las Vegas Valley Water District and SNWA. (Driver Growth in the Valley)

City of Boulder City – Substation No. 3

- The CRC is currently overseeing design and material contracts for the City of Boulder City's substation modernization program. The CRC is overseeing the design and construction of the rebuild of the facility in collaboration with the City's Utility Division. (Need for system improvements)

Horizon Lateral – Newport Substation Upgrades and Bighorn Substation:

- The CRC is working with SNWA on the design and construction of an expansion of the Newport Substation and new Bighorn Substation for new 230 kV underground transmission to support the Horizon Lateral Project.

Power Delivery Group Projects

Six-Year Plan

Capital Projects

Customer	Project Name	Status	Schedule (FY)
SNWA	Boulder Flats Switchyard and Transmission Line	Active	2022-2027
SNWA	Monthill Substation	Active	2023-2028
SNWA	Garnet Valley Substation	Active	2024-2029
Boulder City	Substation #3	Active	2022-2028
SNWA	Horizon Lateral Phase 1	Scoping	2027-2032
CCWRD	Ivanpah WWTP	Scoping	2027-2034
CCWRD	VAR Balancer	Active	2026-2028

O&M Projects

Customer	Project Name	Status	Schedule (FY)
LVVWD	Luce Inverter Replacement	Complete	2025
Multiple	Meter Upgrade - NVE Meter Replacement	Complete	2026
CRCNV	IPS 2 PLC and Relay Replacement	Complete	2026
BMI	CRC #2 PLC Replacement and SCADA Upgrade	Complete	2026
CCWRD	AWT, Surge Pond, Rochelle HVAC Upgrade	Complete	2026
BMI	CRC #1 PLC Replacement and SCADA Upgrade	Complete	2026
CRCNV	Cybersecurity Risk Assessment	Complete	2026
LVVWD	Spring Mountains Inverter Replacement	Complete	2026
BMI	CRC #3 PLC Replacement and SCADA Upgrade	Complete	2026
BMI	CRC #3 HV Disconnect Switch and Transformer Maintenance	Complete	2026
LVVWD	Grand Canyon Inverter Replacement	Complete	2026
BMI	CRC #1 Battery Replacement	Complete	2026
LVVWD	Ronzone Inverter Replacement	Complete	2026
SNWA	Foothills Substation - PLC Replacement	Active	2027
SNWA	Eastside - 69kV Breaker Replacement	Active	2027
Multiple	Network Upgrade - SONET SCADA Migration	Active	2027
Multiple	Network Upgrade - SONET Ring Relay Migration	Active	2027
Multiple	Network Upgrade - Managed Switches	Active	2027

O&M Projects (continued)

Customer	Project Name	Status	Schedule (FY)
SNWA	RMWTF Solar - DTT Installation/ Recloser Replacement	Active	2027
SNWA	Hacienda PLC Replacement	Active	2027
CRCNV	Newport Office Expansion	Active	2027
CCWRD	Surge Pond Conservator Bladder Repair	Active	2027
CCWRD	C C W R D Radio Link Decomm	Active	2027
CRCNV	RMPSA PLC and Relay Replacement	Active	2027
CRCNV	230kV Line Relay Upgrade	Active	2027
SNWA	69kV Cable Replacement	Scoping	2027-2030
CRCNV	Mead-Newport OPGW Fiber Repairs	Active	2028
Multiple	RMWTF Building 15 - Siecor Panel Replacement	Proposed	2028
Multiple	Drawing Document Management	Proposed	2028
CCWRD	AWT Communications Processor Replacement	Proposed	2028
CCWRD	Surge Pond Communications Processor Replacement	Proposed	2028
CCWRD	Rochelle Communications Processor Replacement	Proposed	2028
CRCNV	Newport Transformer Paralleling Restoration	Proposed	2028
CRCNV	Eastside 230kV PLC and Relay Replacement	Proposed	2028
CRCNV	Newport 230kV PLC and Relay Replacement	Proposed	2028
CRCNV	Eastside 69kV PLC and Relay Replacement	Proposed	2028
CRCNV	Newport 69kV SCADA Upgrade and Relay Replacement	Proposed	2028

Customer	Project Name	Status	Schedule (FY)
CRCNV	RMPSB Breaker Replacement	Proposed	2028
CRCNV	Newport 69kV Breaker Replacement	Proposed	2028
CRCNV	PP 1A/1B PLC Replacement	Proposed	2029
CRCNV	PP 1C PLC Replacement	Proposed	2029
CRCNV	PP 2A/2B PLC Replacement	Proposed	2029
CRCNV	PP 2C PLC Replacement	Proposed	2029
CRCNV	SCADA Weather Station	Proposed	2029
CRCNV	BPS 1A PLC and Relay Replacement	Proposed	2030
CRCNV	BPS 2 PLC Replacement	Proposed	2030
CRCNV	IPS 1 PLC Replacement	Proposed	2030
CRCNV	Newport and Eastside Line MOD	Proposed	2030
SNWA	PP 3 SCADA Upgrade	Proposed	2030
SNWA	PP 4 SCADA Upgrade	Proposed	2030
SNWA	PP 5 SCADA Upgrade	Proposed	2030
SNWA	PP 6 SCADA Upgrade	Proposed	2030
CRCNV	Newport 230kV Breaker Replacement	Proposed	2030
CRCNV	RMPSB PLC Replacement	Proposed	2031
CRCNV	RMWTF PLC and Relay Replacement	Proposed	2031

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM M
FOR MEETING OF SEPTEMBER 17, 2026**

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM N
FOR MEETING OF SEPTEMBER 17, 2026**

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM O
FOR MEETING OF September 17, 2026

SUBJECT: Comments and questions from the Commission members.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM P
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: Selection of the next possible meeting date.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION: None.
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on October 13, 2026, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada 89155.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM Q
FOR MEETING OF SEPTEMBER 17, 2026**

SUBJECT: Adjournment.
RELATED TO AGENDA ITEM: None.
RECOMMENDATION OR RECOMMENDED MOTION:
FISCAL IMPACT: None.

STAFF COMMENTS AND BACKGROUND: