February 26, 2025

Kimberly N. O'Brian
Kathryn H. Bowman
Louisiana Public Service Commission
602 North Fifth Street (Galvez Building) (70802)
P.O. Box 91154
Baton Rouge, Louisiana 70821-9154
Email: kim.obrian@la.gov
kathryn.bowman@la.gov

Re: RFP 25-02 Louisiana Public Service Commission Request for Proposals

Dear Ms. O'Brian and Ms. Bowman:

Barr Engineering Co. (Barr) is pleased to submit this engineering services proposal in response to the Louisiana Public Service Commission's (Commission) RFP 25-02 for assistance with the engineering review and analysis of Cleco Power LLC's (Cleco) request for approval of Cleco Power's Resilience Plan.

Our project team includes CSRS, LLC (CSRS), with whom we have collaborated over the past two years on the evaluation of and now monitoring the implementation for Entergy Louisiana's Future Ready Resilience Plan, which is a very comparable effort to the services requested in this RFP.

Project Understanding

Cleco filed its request for approval of its Resilience Plan in December 2024; this request has been docketed as Docket No. U-37479. Cleco is proposing to implement a Comprehensive Hardening Plan over a 10-year period, with the Resilience Phase considered Phase I. Cleco is seeking approval of the Resilience Phase, estimated to cost $257.6 million over five years (2026-2030); this phase consists of approximately 19,986 structures over 766 line-miles.

The RFP is seeking an engineering firm to assist Commission in-house Staff (Legal, Utilities, and Auditing Divisions) and an outside financial consultant in reviewing Cleco's request and providing a recommendation to the Commission.

Scope

Barr's scope of services is as follows:

Task # 1 – Review of Application

- Review the application, including direct testimony of all witnesses, supporting documentation, and associated models.
- Draft discovery requests and review responses thereto.
- Participate in informal meetings with Staff, Intervenors, and Cleco as appropriate.

Barr's Approach

This review will be coordinated with Commission Staff to verify priority matters are addressed.

Barr will start with a review and evaluation of the entire plan proposed by Cleco, including accompanying testimony. We will evaluate the proposed plan using the framework developed by the Commission for statewide resilience planning under docket R-36227, as well as emerging examples from other jurisdictions, where applicable. This evaluation will include the goals, scope, measure screening criteria, measure prioritization, and cost-effectiveness analysis of the proposed resilience investments and the cost recovery mechanism and cost allocation proposed to support these investments. We will provide the Commission with a summary of our comments and recommended process, an outline of key topic areas to inform the discovery requests and testimony, and a road map for the next steps.

Review of the application will emphasize particular areas including:

- Engineering Designs and Standards
- Capital Improvement Projects
- Risk Modeling Methods and Resilience Benefit Calculations
- Construction, Operation and Maintenance
- Cost Recovery Mechanisms

Discovery requests will be drafted to address, among other items:

- Analysis and modeling performed regarding prior resilience events.
- Proposals for more stringent engineering design and construction standards.
- Method of selecting projects for inclusion in the resilience plan.
- Capital cost estimating processes.
- Proposals for cost recovery.

Subject to approved confidentiality agreements, Barr will request access to Highly Sensitive and Protected Material (HSPM) exhibits to fully understand the methods used to develop the proposed Resilience Plan. This information will be critical to assessing the underlying assumptions and calculations.

Specific attention will be given to direct pre-filed testimony of William Fontenot, P. Andre Guillory II, and Jason D. De Stigter. Mr. Ghidossi is familiar with and provided discovery requests and testimony regarding the resilience analysis performed by 1898 & Co. and the testimony of Mr. De Stigter for the prior Entergy Resilience Filing (LPSC Docket #U-36625). Mr. Ghidossi also provided testimony before the Texas Public Utilities Commission regarding Oncor's Resilience Filing (Docket 56545); 1898 & Co. performed similar analysis and Mr. De Stigter's testimony regarding that Resilience Application.

The Team will coordinate informal meetings and formal technical conferences with various combinations of Staff, Intervenors, and Cleco as appropriate to:

- Interpret and coordinate discovery requests.
- Discuss information provided by Cleco in the interest of clarifying specific testimony or intent and providing more targeted and constructive discovery requests.

Task # 2 – Preparation for and Participation in Commission Proceedings

- Assist in drafting recommendations and testimony to the Commission and Administrative Law Judge regarding Cleco's request to implement the Resilience Plan, considered Phase I.
- Review and respond to any rebuttal testimony.
- Assist in preparing any necessary direct and cross-answering testimony.
- Assist in trial preparation, including cross-examination of witnesses.
- Draft pleadings and motions.
- Review and analyze potential stipulation terms.

Barr's Approach

Barr will draft testimony based on the analysis of the Application and responses to discovery requests. Testimony will address technical issues and cost recovery at a minimum. Recommendations will be provided regarding appropriateness of proposed resilience measures, project selection, and performance monitoring.

The Barr team will provide drafts of all written materials (discovery requests and testimony) to the Commission and schedule a call to review the drafts and solicit feedback. The team will review and integrate one round of consolidated red-lines from Staff and provide a final version of all written materials to Staff for filing. Since sworn individual testimony will be prepared, the sponsors will have the final say over its content. The team will also provide input into other written materials that Commission Staff will take the lead on producing (motions, briefs, and the order). A call will be scheduled to review the input with Staff and discuss any significant questions. The team will be available by email for any additional clarifications that do not require a call to resolve.

Barr anticipates Stakeholder and Intervenor participation in this proceeding. We plan to review any comments or testimony received from, and discovery responses provided to or from, these parties and integrate Stakeholder and Intervenor input into all draft and final materials.

For budgeting purposes, we assume the following process:

- Three rounds of discovery requests (of approximately 20 questions or data points for a total of approximately 60 discovery requests).
- Two rounds of testimony by a panel of two individuals for a total of 35 pages each round (direct and rebuttal).
- Two multi-hour formal meetings (technical conference/deposition).
- Five hour-long informal meetings (status conference).
- A two-day hearing, two motions, two briefings (initial and rebuttal), and one order. We assume three individuals will prepare testimony and testify at the hearing in person. We assume that we will be able to participate virtually in all other meetings, and that our subconsultant, CSRS, will participate in-person when requested.

Task # 3 – Monitoring and Reporting

- Monitor and report on any approved components of the Cleco's Resilience Plan

Barr's Approach

Monitoring and reporting on the progress of Cleco's plan implementation is crucial to verify that the Commission and ratepayers are confident that the specified resilience projects are designed and constructed according to the approved Plan.

Monitoring and reporting will include:

- Coordination with Cleco and Staff to establish processes, align schedules, and share information to make the process as efficient as possible and avoid impeding Cleco's progress.
- Perform technical pre-construction reviews of any updates to Cleco's resilience design standards and specifications, understanding that Cleco will be responsible for design and construction of the resilience improvements.
- Field monitoring of approximately 10% of the projects approved for the Resilience Phase.
    - Barr will strive to monitor a range of projects that represent diversity in geography, project type, and cost, while staying within the approved monitoring budget.
    - Project selection will be based on Cleco reporting and notice of progress/completion.
- Review of Cleco's reports following Major Event Days (MEDs).
    - Barr will work with Cleco and the Commission to establish an agreed-upon definition of MEDs, such as the definition provided by IEEE 1366-2012, where MEDs are defined as outages exceeding the statistical norm by a certain threshold. This approach will correspond with the methodology Cleco presents in its application.
    - While MEDs cannot be predicted, Barr will confirm that Subject Matter Experts (SMEs) will be available to review any post-storm reports and engage with Cleco and Staff to review completeness and compliance with the approved filing.

Qualifications

Barr meets the Qualifications and Experience Relevant to the RFP Criteria:

To qualify, all Applicants must have requisite knowledge of the topics listed below, in addition to those provided in Commission's Contract Order. Applicants shall at a minimum be experienced in reviewing and providing analysis on the construction, design and operation of electric utility infrastructure, including but not necessarily limited to the distribution and transmission system. Consideration will be given for prior experience associated with electric utility resiliency plans, as well as to factors which indicate degrees of competence such as the amount of practical experience in the field of public utility practice, similar practice before this or other regulatory agencies, and knowledge of Louisiana ratemaking standards and regulatory law.

Applicants shall be qualified and prepared to draft and render expert testimony and be cross-examined with respect to all of the issues addressed in this RFP and which are likely to arise in the proceeding and be qualified and prepared to render testimony at a hearing and/or a B&E regarding the same and have knowledge of:

REQUIREMENT	RESPONSE
A detailed understanding of the major functional areas of a regulated investor-owned electric utility;	Barr provides engineering services for regulated utility clients across the U.S., supporting: • System Planning and Capital Improvement • Interconnection Analysis • Substation, Transmission and Distribution Design • Operations and Maintenance support • Rate Development Multiple team members have worked for electric utilities.
Construction, design, and operation of electric utility infrastructure, including but not necessarily limited to distribution and transmission systems;	Barr has more than 100 years of combined experience in utility planning, design and operation encompassing generation, transmission and distribution systems.
Commission General Order dated August 28, 2024 (Corrected) (Docket No. R-36262) regarding electric utilities filing Integrated Resource Plans;	The consultant team has an understanding of Docket R-36262 regarding electric utilities filing Integrated Resource Plans.
The Commission's pending Docket No. R-36227;	Barr and its subconsultant, CSRS, have a detailed understanding of Docket R-36227, having served as the principal authors of the draft proposed rule, having conducted all the supporting research that informed the rule's development, and having been involved in all the proceedings related to the docket.
Midcontinent Independent System Operator ("MISO) tariff rules and planning processes, generally, as well as MISO's MTEP process.	Working with and for various utilities, particularly across the upper Midwest, Barr members have a detailed understanding of MISO tariffs and processes in general. Mr. Ghidossi and Ms. Johnson have particular expertise in transmission development and generation and load interconnection applications and studies that form the basis of independent system operator planning processes.
Further, Applicants must be, or have on staff, a licensed electrical engineer that will be a primary point of contact for these services. Such engineer shall be licensed and in good standing with all applicable engineering licensing and certification boards. Applicants must be able to provide technical advice regarding industry standards and widely accepted industry practices regarding transmission grids, maintenance thereof, and resiliency planning, as outlined above. Consideration will be given for experience and knowledge of transmission system standards, as well as utility regulation and cost allocation methodologies.	Mr. Ghidossi is a licensed Professional Engineer (Electrical) in the State of Louisiana (PE #43664, expires March 31, 2026). Mr. Ghidossi has provided analysis and expert testimony with respect to transmission and distribution systems in Louisiana, Texas, Colorado and California.

Conflict of Interest

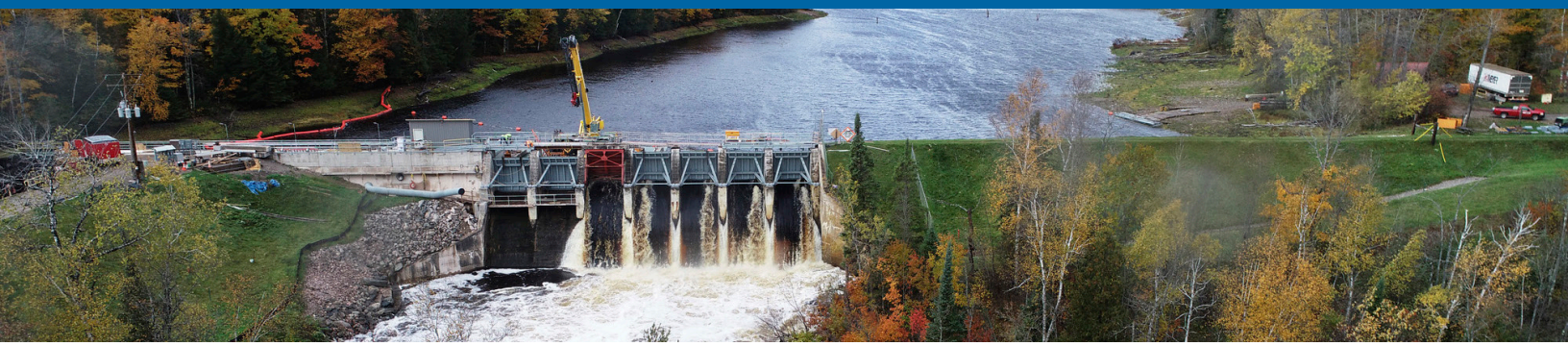
Applicants shall prominently and separately disclose current, as well as past, employment which could possibly result in a conflict of interest. Potential conflicts could include, but are not to be limited to, employment with regulated utilities, affiliates of regulated utilities, consumer advocacy groups, or any other party that comes before the Commission. In addition, Applicants shall disclose matters in which they currently represent clients before the Commission.

The Barr Team, including its subconsultants, acknowledges that it has no current or past employment that could possibly result in a conflict of interest or affect our ability to enter into an agreement if selected by the Commission. The Barr Team does not currently represent any clients before the Commission.

Team Overview

The following pages provide an overview of the Team's experience.

Barr Engineering Co.



integrating environmental and engineering resources for real-world solutions

Incorporated more than 50 years ago, Barr Engineering Co. is an employee-owned consulting firm providing engineering and environmental expertise to help clients develop, manage, process, and restore natural resources. From offices in Colorado, Michigan, Minnesota, Missouri, Nevada, North Dakota, Utah, and Canada, we serve a wide range of industrial clients and public entities throughout the Americas and around the world.

engineering and design

Barr's engineering and design group is made up of civil, electrical, geotechnical, mechanical, process, structural, and wastewater engineers. In addition to conducting a variety of studies, this group provides final design for construction. We assist clients with:

- design of buildings, dams, and other structures
- construction management
- geotechnical and foundation evaluation and design
- HVAC systems and plumbing
- landfill design and permitting
- materials-handling and -processing systems
- power supply and distribution systems
- piping and pumping systems
- site layout
- water and wastewater treatment systems

Top: *In operation for nearly a century, We Energies' Pine hydroelectric dam near Florence, Wisconsin, generates up to 3600 kilowatts of power. Barr designed critical upgrades to the tainter-gate spillway and supported reconstruction that improved the dam's cold-weather performance, hoist automation and control, and operation and safety.*

Barr has worked on more than 300 dam projects across the U.S. and Canada.

water resources

Barr was founded more than five decades ago on the strength of our hydraulic and hydrologic skills. Initially, our services were driven by our clients' need to find engineering solutions to water resources problems such as flood-risk reduction, water supply, and water quality management. Much of our work today, however, is aimed at solving multiple interrelated watershed issues, and reflects an ever increasing demand for environmental protection and restoration.

Our water resources work encompasses:

- climate resiliency
- ecological assessments
- flood-risk reduction
- landscape ecology and landscape architecture
- river and stream restoration
- stormwater management
- water permitting, quality, and supply
- wetland mitigation, restoration, and creation
- watershed management

Since Minnesota's Nine Mile Creek Watershed District formed in 1959, Barr has served as its engineer, assisting with all the services list above and more.

assessment and remediation

Managing contaminated sites doesn't have to be stressful. Barr has helped clients address hundreds of contaminated sites over the last 40 years. We assist with:

- brownfields redevelopment
- cost recovery and litigation support
- data management
- environmental geochemistry
- environmental technology development
- groundwater modeling and monitoring
- groundwater, soil, sediment, and geophysical investigations
- remediation design and oversight
- risk management

Over the last two decades, Barr engineers and scientists have helped clean up and restore six sites in the estuary near Duluth, Minnesota, where the St. Louis River empties into Lake Superior. Former manufacturing operations and urban development contributed to contaminated sediment in the waterway and nearby bays, posing risks to human health, wildlife, and the environment.

Barr's work, which encompasses site assessment, investigation, remediation, and restoration, has required extensive coordination and communication with a constellation of state and federal agencies as well as industrial entities, contractors, vendors, American Indian tribes, and the general public.

Calculating potential air emissions and water discharges for new facilities and determining actual ones for existing facilities are essential to demonstrating regulatory compliance. Barr has been helping clients with air- and water-quality testing, monitoring, and permitting for more than 30 years.

environmental management

In addition to easing your environmental compliance burdens, changing the way you do business can give you competitive business advantages. Barr's experts in more than three dozen disciplines provide assistance with:

- air permitting and compliance
- air quality modeling
- audits and assessments
- compliance assistance
- environmental management systems
- environmental review and impact assessment
- greenhouse gas reduction
- noise modeling
- pollution prevention
- sustainability and corporate responsibility
- waste management
- wastewater discharge permitting

Power delivery services

Barr has worked with clients in the energy sector for over 60 years, providing environmental and engineering services to more than 300 power companies ranging from small municipal utilities to large regional power producers, investor-owned utilities, and nonregulated energy developers. We'll work with you from the first feasibility studies and regulatory negotiations through construction and startup to closure. To build a sustainable energy future, we help develop innovative, practical solutions that meet your needs in the face of changing regulations, markets, and political climates.

Our staff offer a range of power distribution, transmission, battery storage, and substation services. Barr provides ongoing support services for clients and acts as an extension of their staff. Services include project scope and budget development and updates, outage coordination, construction planning, materials procurement, and interaction with other utility departments. We learn our clients' systems, standards, and software tools and spend as much time in their offices as it takes to familiarize ourselves with these areas and provide required project coordination.

In 2016, Barr designed a 350 kW solar energy photovoltaic system to work in parallel with four diesel generators on a private island in the British Virgin Islands.

Complete life-cycle services

For your upcoming transmission and distribution line, substation, and battery storage projects, Barr is prepared to assist you through every phase. When needed, we have teaming arrangements in place with several consultants who offer complementary expertise in special studies for underground transmission lines, flexible alternating current transmission systems (FACTS)/ high-voltage direct current (HVDC) assistance, system planning studies, and surveying.

Large transmission projects are designed to meet forecasted demand, which can fluctuate, making it difficult to plan for. And, as more wind and solar power is stored on the grid, having dependable engineering support for substation design and construction is a necessity. Barr can provide engineering and design consulting for all substation designs, install harmonic mitigation systems (capacitor banks, reactor banks),

Life-cycle services

- Feasibility, facility, and special studies
- Owner's engineer services and project management
- Conceptual engineering
- Detailed engineering and design
- Permitting support
- System interconnection support
- Assessment of infrastructure and asset evaluations
- Vendor inspection services
- Standards development
- Training

and design collector and interconnect substations. We can also provide pre-construction services, such as environmental studies, surveying, grounding studies, lightning protection studies, and geotechnical reports.

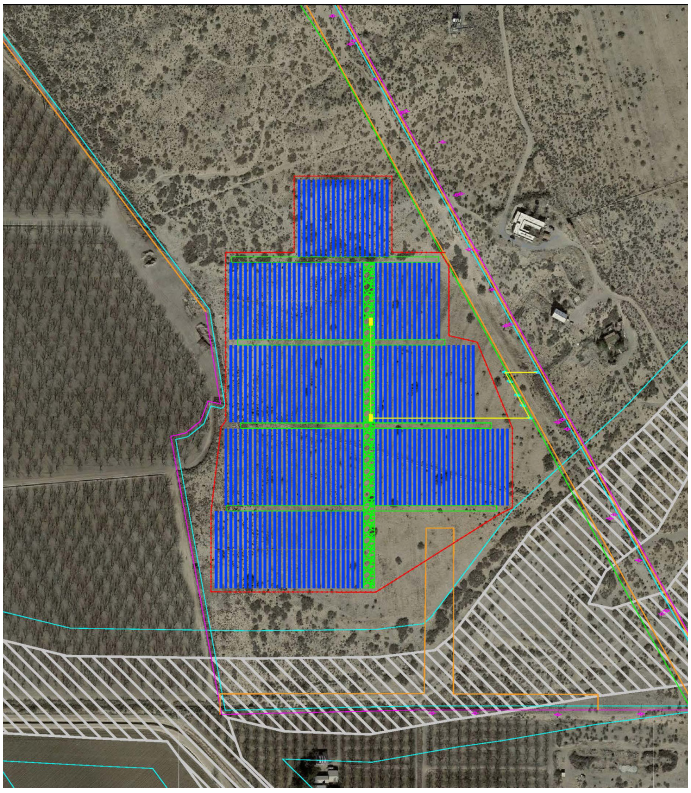
Barr's flexibility and wide range of related services allows us to provide a full and complete in-house design package, saving clients both time and money.

Project planning

We can assist utilities, independent power producers, and construction companies with feasibility studies, environmental studies, permitting, facility studies, surveying, grounding studies, lightning protection studies, and geotechnical reports. This pre-design phase lays the foundation for an efficient power delivery project.

There are also numerous electrical studies our team performs for power delivery projects. We use CYMCAP software to perform ampacity studies for high-voltage cables. We use Electrical Transient Analyzer Program (ETAP) software to model electric systems and, using that model, perform short circuit, reactive power flow, and harmonic analysis studies. We also use PSCAD software to perform transient overvoltage studies as well as using Current Distribution, Electromagnetic Fields, Grounding, and Soil Structure Analysis (CDEGS) software to perform grounding studies for substations and wind turbine locations. Lastly, we perform insulation coordination studies and energy loss studies for renewable projects.

The Southwestern Power Administration's Poplar Bluff substation included several pieces of equipment in need of upgrading. Barr designed a relay panel to replace outdated protection and controls (P&Cs) and upgraded the remote terminal units (RTUs) and metering equipment.



Staff from the former Exponential Engineering Company, who recently joined Barr, helped two developers—Soltage, LLC, and Syncarpha Capital—navigate the interconnection application and bid submittal processes. Exponential evaluated potential sites, assessed interconnection requirements, and prepared and submitted the interconnection applications.

Permitting

Barr has decades of experience with federal, tribal, state, and local regulatory processes, allowing us to provide our clients with expert, consistent, and technically sound environmental services. Also, Southwestern-based Ecosphere Environmental Services, Inc. recently joined Barr, bringing additional expertise in state and federal agencies and tribes in Texas and New Mexico, cultural resources, and endangered species permits.

Obtaining permits to site and construct power delivery projects requires successfully navigating shifting regulatory landscapes. Barr has reviewed projects for major permitting issues and navigated the regulatory process smoothly. We work with you to develop and implement plans for environmental stewardship and community involvement.

Environmental services

- Threatened- and endangered-species surveys and permitting, including biological assessments, biological evaluations, and animal trapping
- Cultural-resources project planning, development, and management
- Federal right-of-way (ROW) permitting and Phase I environmental site assessment assistance
- National Environmental Policy Act (NEPA) assistance, including Environmental Impact Statements (EISs) and environmental assessments
- Preparation of baseline reports, plans of development, and management plans to streamline NEPA compliance
- Wetland delineation and permitting, including Section 404 and Section 401 applications
- NPDES permitting and stormwater pollution-prevention planning
- State energy-facility siting, licensing, and certification
- Local land-use approval support
- Migratory Bird Treaty Act (MBTA) field support and consultation
- Archaeological surveying, testing, research, and data recovery

Design

Large projects, such as substation design, can put an undue burden on utility staff. Hiring a consultant eliminates the need to employ and pay a large engineering staff during times when they don't have large projects or hiring temporary employees for the high workload times. We can provide conceptual engineering and detailed engineering and design for a variety of substation types and clients, including greenfield substations.

Our engineers have designed numerous substations, ranging up to 500 kV. The design projects have included electrical design, physical design, control and relaying design, new grading design, foundation design, and structural design for a variety of clients across the U.S.

A confidential utilities client is working on a group of projects intended to prepare them for future energy growth, including the planned decommissioning of existing generation resources, in conjunction with the electric and natural gas integrated resource plans. They hired Barr to provide electrical and civil/structural engineering design support for the projects, including providing substation and transmission design services for several 230 kV and 115 kV substation projects.

We also design overhead and underground transmission and distribution lines. Our team excels at providing cutting-edge engineering solutions to solve our clients' needs. We have designed hundreds of miles of transmission and distribution lines for clients ranging up to extra high voltage (345 kV). The projects have included planning and feasibility studies, surveying, permitting, design, project management, and construction support.

We can also help to mitigate harmonics by installing capacitor banks and reactor banks. For Xcel Energy, we coordinated harmonic measurements, prepared the design for installing a harmonic meter, and coordinated ongoing monitoring of station harmonics for a new static synchronous compensator (STATCOM) and static VAR compensator.

Collection systems are designed to bring power from renewable sources to a collection substation. Typically, the AC collection system consists of an underground 34.5 kV system of cables from wind turbines or inverters to the collection substation. Solar facilities also have a DC collection system to connect individual panels to an inverter and transformer; then the power is transmitted via an AC collection system to the collection substation. Our engineers can work closely with you to address your collection system needs.

For a 531-megwatt wind generation facility in Texas, Barr was hired to assist with a project that included over 100 turbines, the associated underground collection system, two 345 kV substations, and 5 miles of transmission line. In addition to designing the project from the ground up, dealing with procurement delays, and adapting to frequent changes in turbine location, our team provided construction support through completion of the project.

Energy storage

From battery storage and fuel cells to pumped storage, we can help you choose the energy storage solution that will best fit your needs now while supporting your future clean energy plans. Barr's project development services will help you evaluate your project's feasibility with high-level or detailed cost estimates and preliminary designs.

To strategically plan your energy storage project, our engineers also perform electrical, geotechnical, civil, and structural and foundation design; conduct code reviews; and evaluate safety, hazard, and environmental impacts. Barr's system engineers can help you select safe, cost-effective, and long-lasting solutions that cover battery selection, electrical design, effective grounding, protection and control designs and settings, supervisory control and data acquisition (SCADA), and more. For a smooth, trouble-free construction process, we assist with equipment procurement, bid administration, and vendor and contractor negotiations. Barr also performs environmental and safety reporting, performance testing, and recommissioning.

Construction

Barr can also contribute valuable input during the construction phase of your project. During construction of a substation, we provide onsite construction observation, support material procurement, and provide vendor inspections. Construction phase assistance can help ensure that your project stays on schedule and under budget.

Our engineers also oversee the execution of the plans, conduct on-site inspections, and provide commissioning support to monitor progress and quality of work. They work closely with construction teams to address unforeseen challenges and make real-time decisions to maintain project timelines. We have experience providing construction phase services on numerous power delivery projects.

For a 60 MW/240 MWH battery energy storage system (BESS) installation adjacent to a 140 MW solar field, Barr provided switchgear design, including designing a battery charger and DC system, station service, metering, main breaker, three feeder breakers, grounding transformer breaker, and fiber communications. We also provided civil and structural engineering services, including bidding support and field construction review and support for the engineering, procurement and construction (EPC) contractor. (stock photo)

FIRM OVERVIEW

CSRS | BUILDING STRONGER, SMARTER COMMUNITIES TOGETHER.

CSRS is a firm leading the way in the emerging resilience sector. For over 40 years, we have leveraged our innovation and leadership expertise to improve and revitalize our communities. With a culture of creative thinking, we provide a balance between big ideas and the technical ability to deliver a successful project every time, no matter how large, complex, or challenging.

CSRS is a leader in complex program and project delivery for public and private organizations. We are thought leaders, urban planners, program managers, social scientists, landscape architects, engineers, architects, development advisors, government advisory consultants, grant managers, climate adaptation specialists, and disaster recovery professionals. Whether we manage the process or perform the work ourselves, we understand every facet of successful project and program implementation.

Our Planning and Resilience Practice is working at the forefront of the discipline, from managing the first federally funded climate relocation program in the United States to designing statewide climate adaptation programs to support balanced approaches to watershed management. At the same time, our Planning and Resilience Practice is adept at managing more conventional planning processes, from area planning to code development.

We offer client focused solutions designed to meet the unique requirements of projects of all types and sizes. Our reputation for excellence is a product of a strong commitment to collaborative, multi-disciplinary, problem-solving. We work side-by-side and office-to-office, combining the skills, energy and focus needed to create and implement solutions in partnership with our clients.

FULL LEGAL NAME

CSRS, LLC

CORPORATE STRUCTURE

Limited Liability Company

YEARS IN BUSINESS

Established in 1978

NUMBER OF EMPLOYEES

170+

OFFICE LOCATIONS

Headquarters:
8555 United Plaza Blvd, Suite 100
Baton Rouge, LA 70809

Additional Locations:
New Orleans, LA
Lafayette, LA
Lake Charles, LA
Houston, TX
Dallas, TX
Victoria, TX
Miami, FL
Long Beach, CA

CONTACT

Office: (833) 523-2526
Fax: (225) 767-0060

KEY HIGHLIGHTS

Over 25 Professional Engineers and Professional Project Managers on staff

Project Management experience in leading capital improvement projects with a collective value exceeding $11B

Platform Partner to 100 Resilient Cities

PROJECT EXPERIENCE

LA Public Service Commission Electric Grid Resilience, Docket R-36227

STATEWIDE, LA

CLIENT

Louisiana Public Service Commission

SERVICES PROVIDED

Resilience Planning
Utility Coordination

CONTRACT VALUE

$350k

SCHEDULE

2022 – Present

CLIENT REFERENCE

Kathryn H. Bowman
Executive Counsel
Louisiana Public Service Commission
602 North Fifth Street, Galvez Bldg-12th Floor
Baton Rouge, LA 70802
(225) 342-3034
kathryn.bowman@la.gov

After thousands of Louisiana residents and businesses experienced prolonged power outages due to extreme weather events, the Louisiana Public Service Commission launched docket R-36227 to identify the most effective strategies for strengthening grid resilience across the state. As part of this effort, the Commission sought to establish a rule requiring utilities under its jurisdiction to develop and implement resilience investment plans. To lead this critical initiative, the Commission selected CSRS, leveraging the firm's expertise in infrastructure planning, resilience best practices, and regulatory support.

CSRS conducted extensive research on leading grid resilience practices nationwide and engaged directly with utility representatives and subject matter experts, held a technical conference to source feedback from intervenors, and developed a comprehensive framework tailored to Louisiana's needs. The team collaborated closely with Commission staff, utilities, and intervenors to draft a proposed rule aimed at enhancing grid reliability and minimizing the impact of future outages.

Currently, the Commission and intervenors are reviewing the proposed rule to determine next steps. This initiative is designed to maximize benefits for Louisiana ratepayers by reducing the frequency and duration of outages while also identifying funding opportunities, including federal infrastructure grants, to support widespread resilience investments.

PROJECT EXPERIENCE

Independent Evaluation of Entergy Louisiana's Grid Resilience Plan, Docket U-36625

BATON ROUGE, LA

CLIENT

Louisiana Public Service Commission

SERVICES PROVIDED

Entergy Grid Resilience Evaluation

PROGRAM VALUE

$2B

SCHEDULE

2023 – 2024

CLIENT REFERENCE

Kathryn H. Bowman
Executive Counsel
Louisiana Public Service Commission
602 North Fifth Street, Galvez Bldg-12th Floor
Baton Rouge, LA 70802
(225) 342-3034
kathryn.bowman@la.gov

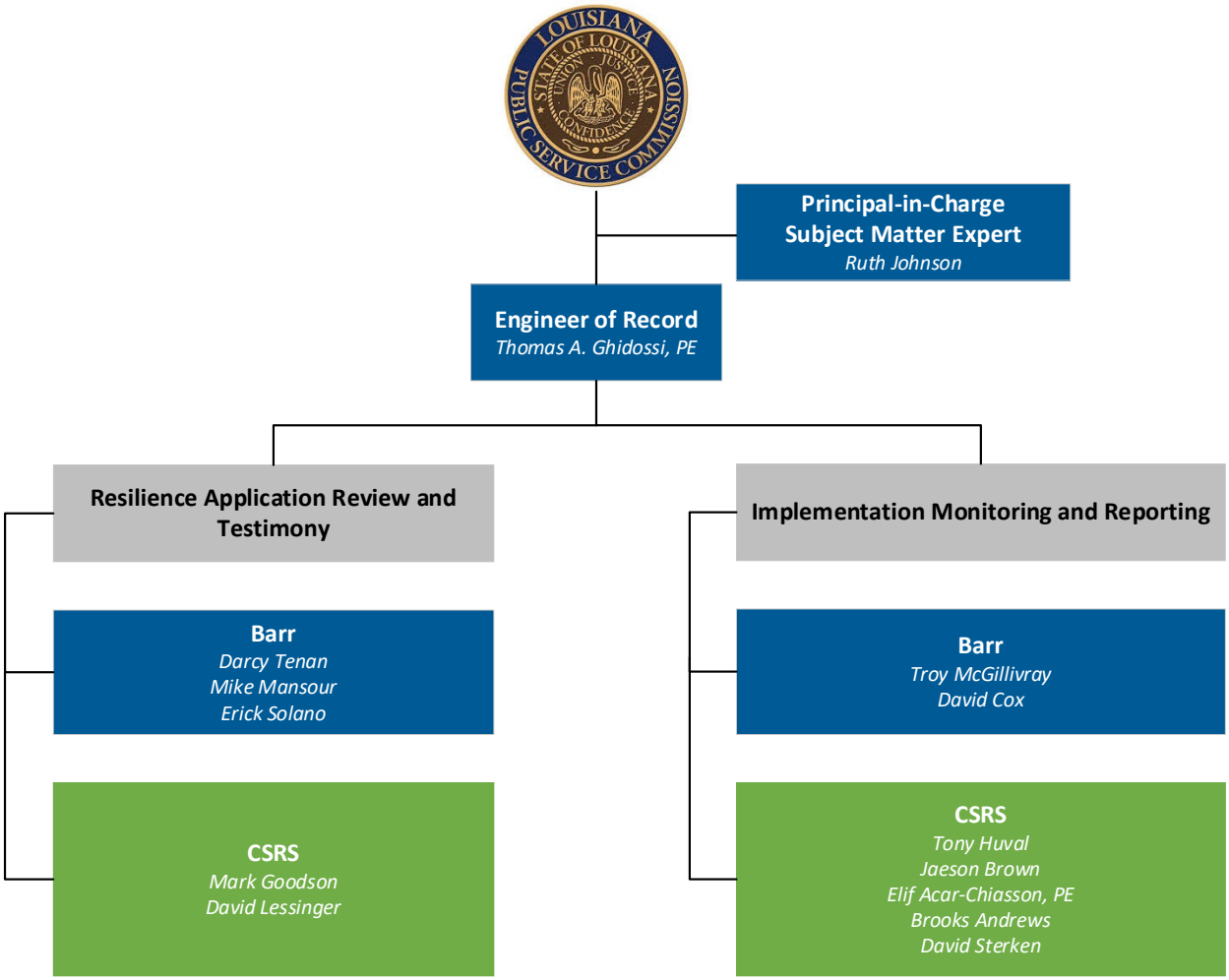
In recent years, Louisiana has suffered electrical outages in increasing frequency and duration caused by extreme weather events such as hurricanes, winter storms, and intense thunderstorms, threatening lives and livelihoods. Entergy Louisiana ("Entergy"), as the state's largest utility, with over 1 million customers, was seeking to mitigate the impact of future events by investing in a multi-year, multi-billion-dollar grid hardening and resilience plan, called Future Ready. Entergy filed the plan with the Louisiana Public Service Commission ("Commission") in December 2022, creating docket U-36625 which sought the Commission's approval of the proposed investments and cost recovery in the form of a rider. The Commission, in need of an independent engineering firm with expertise in resilience, hired CSRS through a competitive process to evaluate Entergy's plan and make recommendations to the Commission on its regulatory actions.

CSRS and its subconsultants, including Barr Engineering, formed a team of subject matter experts that undertook an intensive and extensive process of evaluating the plan, quickly and thoroughly. CSRS' process involved research into leading practices in grid resilience, detailed discovery requests of Entergy, review of all other Entergy responses to intervenors' discovery request, participation in technical conferences, sworn written testimony, deposition of an expert witness, a final report and recommendations, and extensive negotiations over a proposed settlement agreement. CSRS provided an unbiased analysis of the merits and shortcomings of the plan, recommended specific actions and levels of investment for the Commission's consideration, and supported staff in negotiating the terms of a settlement agreement which resulted in a revised Entergy motion that received Commission approval.

The key challenge in this project was that many intervenors did not trust that Entergy would adequately control costs to ratepayers nor that the proposed investments would significantly reduce risks. CSRS addressed this challenge by first conducting and in-depth analysis of the risk and vulnerability modeling methods and secondly by supporting the development of transparency and accountability elements to help ensure that implementation follows the approved proposal.

CSRS' evaluation, recommendations, and negotiation support led to a compromise proposal which approves investment in approximately $2B of the initial $5B proposed with the most benefit, that reduced the costs to ratepayers while enabling substantial investment in grid hardening to limit storm impacts. The final agreement also includes an unprecedented level of transparency and accountability so ratepayers and Commissioners have more insight and influence over the implementation of the plan. CSRS is now performing the on-going field monitoring of the plan's implementation to provide an extra layer of accountability on the ratepayers' investment in grid hardening.

Organizational Chart



Personnel Resumes

The resumes of the team members are included in Attachment 1.

Price Proposal

Barr's proposed project budget for the 12-month period of representation (Tasks #1 and #2) is provided in the following table. The estimated budget for Task #3 covering the period from 2026-2030 is provided subject to comprehensive assessment of the final approved Resilience Plan. Note that any additional scope of services or hearing durations needed to accomplish Tasks #1 and/or #2 will be negotiated.

Barr and CSRS are currently performing monitoring on the implementation of grid hardening investments by ELL at a cost of 0.32% of the capital expenditures, which represents a sampling of approximately 10% of all investments. We anticipate performing the monitoring of Cleco's investments at a similar rate; however, a more comprehensive assessment of the scope of investment will be necessary to determine the actual monitoring scope and fees. Since the amount of capital investment approved has yet to be determined, we provide the following table showing the estimated fees for monitoring over the five-year implementation period, with the assumption that all $257.6M of proposed investment is approved. Note that additional fees are included in 2026 to address review of design specifications, establish monitoring processes, and develop reporting frameworks to commence the monitoring work.

YEAR	ESTIMATED PLAN INVESTMENT	ESTIMATED BARR FEES
2026	$51,520,000	$200,000
2027	$51,520,000	$165,000
2028	$51,520,000	$165,000
2029	$51,520,000	$165,000
2030	$51,520,000	$165,000

Pricing Summary

TASK	LABOR	EXPENSES	TOTAL NOT-TO-EXCEED COST
Task #1 – Review of Application Task #2 – Preparation for and Participation in Commission Proceedings	$235,000	$15,000	$250,000
Task #3 – Monitoring and Reporting (estimated for five years)	$735,000	$125,000	$860,000

Hourly Rates

Barr proposed the following hourly rates for the 12-month period of representation.

TITLE	RATE
Engineer of Record	$325
Subject Matter Expert	$285
Senior Engineer	$275
Senior Project Manager	$250
Senior Field Engineer	$225
Field Engineer	$200
Project Controls Manager	$200
GIS Lead	$185
Field Director	$175
Senior Engineering Technician	$165
Project Coordinator	$135
Project Administrative Assistant	$125

Proposed Agreement

Barr respectfully requests Commission consideration of Attachment 2 Barr-LPSC Proposed Professional Consulting Services Agreement for review, as it aligns with established engineering standards.

License, Certificates, and Form

Additional documents provided include:

- Attachment 3 Barr-Louisiana Professional Engineering and Land Surveying Board License
- Attachment 4 Barr Certificate of Good Standing
- Attachment 5 Barr Certificate of Liability Insurance
- Attachment 6 Barr W-9 Form

Barr appreciates the opportunity to provide this engineering services proposal. Please contact Tom Ghidossi or Ruth Johnson if you have any questions or need additional information.

Sincerely,

Ruth Johnson
Principal-in-Charge
Vice President, Senior Electrical Engineer
RJohnson@barr.com

Thomas A. Ghidossi, P.E.
State of Louisiana (PE #43664)
Vice President, Senior Electrical Engineer
TGhidossi@barr.com

Attachments

Attachment 1 Team Member Resumes
Attachment 2 Barr-LPSC Proposed Professional Consulting Services Agreement
Attachment 3 Barr-Louisiana Professional Engineering and Land Surveying Board License
Attachment 4 Barr Certificate of Good Standing
Attachment 5 Barr Certificate of Liability Insurance
Attachment 6 Barr W-9 Form

Attachments

Attachment 1

Team Member Resumes

EXPERIENCE

Ruth has more than 37 years of experience with planning, design, construction, operations and maintenance, and management of projects involving 13.8kV to 500kV electrical substations, transmission lines, and HVDC (high-voltage, direct current) and FACTS (flexible AC-transmission system) facilities throughout the United States. She previously worked for Western Area Power Administration in various roles, including substation design and maintenance engineering design managers.

Project work

Infrastructure and Energy Alternatives, Inc; Goodnight (Texas), Panther Grove (Illinois), and Caprock (New Mexico) wind farms; principal in charge and technical advisor

- Designed the balance of plant for multiple wind farm projects. The work included the collection system and collection system designs, electrical studies, and coordination.

Xcel Energy; Power Pathways project; Colorado; independent engineer

- Served as the independent engineer for the $1.6 billion Power Pathways project to design and construct approximately 560 miles of double circuit 345kV transmission and associated substations to allow for renewable energy injections to the bulk transmission system. The work included monitoring and reporting on the progress and performance of the project.

Colorado Springs Utilities; Williams Creek, Horizon, Kelker, Flying Horse, and Jackson Fuller Substations; Colorado; technical lead and engineer of record

- Work included the expansion of an existing 230kV station to add bays and convert to a breaker-and-a-half scheme; design of a new 230kV six-leg breaker-and-a-half substation; expansion and rebuild of a large 230/115kV substation; installation of a 115kV series reactor; and addition of a 230kV bay to allow for the addition of a battery energy storage system.

Southwestern Power Administration; RTU replacements, transmission line design, relay replacements, grounding studies, and other projects; Oklahoma, Arkansas, and Missouri; principal in charge and technical advisor

- Work included transmission line design, substation design, studies, and telecommunication projects.

R.M. Towill; HART 138kV Line Relocation; Hawaii; principal in charge and project manager

- Reviewed required working clearances for maintenance of an overhead 138kV transmission line and managed a project to underground portions of the same line. The work involved detailed analysis and coordination to revise the design, allowing some segments to remain overhead to save costs for the client.

RUTH JOHNSON, PE

Vice President, Senior Electrical Engineer

Education
BS, Electrical Engineering, University of Colorado, 1986

Registration
Professional Engineer: Arizona, Arkansas, California, Colorado, Hawaii, Kansas, Michigan, Minnesota, Missouri, Nevada, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wisconsin

EXPERIENCE

Tom has more than 45 years of experience as a principal and project manager in electric power engineering. He specializes in designing and analyzing power systems (600V to 500kV) for utility, industrial, and commercial sectors, with expertise in protective relaying and communication systems. His primary focus is on large-scale substation, generation, and transmission/distribution projects.

With his extensive experience, Tom has provided and continues to provide expert testimony on the design and performance of utility transmission, distribution, and substation facilities. He testifies before state utility regulators, arbitration panels, courts, city councils, and utility boards.

Project work

Colorado Springs Utilities; Kelker Substation; Colorado Springs, CO; lead electrical engineer

- Provided the physical design for a substation to replace an existing installation, including a five-bay 230kV breaker-and-a-half bus, a six-bay 115kV breaker-and-a-half bus, and multiple transformers: four 230/115kV 280MVA, one 230-34.5kV 104MVA, and two 230-13.2kV 37MVA.

CSRS, LLC; Review of Entergy Louisiana LLC's Future Ready Resilience Plan; electrical engineering subject matter expert

- Evaluated Entergy's proposed resilience plan; provided expert witness testimony and data requests; participated in settlement discussions.

Cities Served by Oncor; Review of Oncor Texas Resilience Plan; electrical engineering subject matter expert

- Evaluated Oncor's proposed resilience plan; provided expert witness testimony and data requests; participated in settlement discussions.

DKMT Associates; Utility Evaluation and Strategic Plan; Independence, MO; project manager / lead electrical engineer

- Evaluated existing generation, transmission, substation, and distribution assets, including condition assessments, and developed a strategic plan to forecast future capital, operating requirements, and rate impacts.

Work before Barr

Various clients; various projects; U.S.; project manager / principal electrical engineer

- Managed and designed multiple transmission line projects (69kV to 345kV) across the United States for municipal and rural electric utilities. Responsibilities included electrical design, structure staking, design data preparation, mechanical analysis of structures, conductor loading, equipment specification, and construction administration and oversight.

TOM GHIDOSSI, PE

Vice President, Senior Electrical Engineer

Education
MBA, University of Colorado, 1981
BS, Electrical Engineering, 1979
University of Colorado

Registration
Professional Engineer: Alaska, California, Colorado, Florida, Indiana, Louisiana, Michigan, Nebraska, New Mexico, Puerto Rico, Texas, Utah, Washington, Wisconsin, and Wyoming

Digital skill set
ASPEN
ETAP
MathCAD
Milsoft
PLS-CADD
SKM

BARR

barr.com

EXPERIENCE

Darcy has nearly 20 years of experience in electrical engineering and project management, specializing in transmission and distribution, protective relaying, planning and studies, substations, and industrial facilities.

She is a key member of the severance planning team, performing severance analysis, cost estimation and condition assessments, and is also involved in public utility proceedings.

Project work

Morgan County REA; Stoneham 69kV Overhead Transmission Line; Colorado; lead transmission line engineer

- Designed 7.5 miles of 69kV transmission line with wood poles, vertical configuration, and flat 12.47kV distribution underbuild, tying into an existing H-frame line and maintaining distribution tap locations.

Colorado Springs Utilities; Horizon Substation Project; Colorado; protection and controls engineer

- Designed the complete protection and control systems for a new 13 acre, 230kV substation that included a six-bay, breaker-and-a-half configuration with four 230kV lines, one 230-13.2kV distribution transformer and switchgear, and planning for two additional distribution transformers and two renewable energy interconnections.

Ameresco; United Power BESS; Colorado; project manager / lead electrical engineer

- Designed four 8MW and four 12MW battery energy storage system (BESS) sites. Electrical, structural, and civil design included site layout, cable sizing, one-line and three-line diagrams, equipment documentation review, helped with equipment sizing, relay setting, studies, grading and drainage, and foundation design, along with permitting assistance.

Town of Wheatland; Black Mountain Phase 3; Wyoming; project manager / lead engineer

- Designed the underground distribution conversion from back lot to front lot. Design included connecting into the Phase 1 and Phase 2 design, specifying dual voltage transformers for the future voltage conversion, and connecting into the existing customer services and streetlight circuit.

Work before Barr

Various clients; various projects; Colorado; project manager / lead engineer / QAQC

- Provided engineering services for transmission and distribution lines, designing wood, concrete, and steel lines for 69-230kV on single-pole or H-frame structures, and 115kV lines with distribution underbuild.

DARCY TENAN, PE

Senior Electrical Engineer

Education
BS, Electrical Engineering
University of Wyoming, 2004

Registration
Professional Engineer: Colorado, Wyoming

Digital skill set
PLS-CADD, PLS-POLE, SKM, Milsoft, ASPEN, Mathcad, AutoCAD

BARR

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EXPERIENCE

Michael has over 50 years of experience in electric power engineering, specializing in distribution equipment and transformer manufacturing, power system studies, overhead and underground distribution design, and substation design up to 345kV. He has extensive experience in power system protection and coordination. Michael is dedicated to ensuring the success of distribution and substation construction projects by effectively collaborating with contractors and owners to deliver projects on time and within budget.

He supports severance planning with analysis, cost estimation, and condition assessments, conducts load-flow and voltage-drop studies, and is a key member involved in public utility proceedings.

Project work

Multiple clients; multiple projects; U.S.; electrical engineer

- Conducted system studies using power system software and Milsoft, performing load flow, short circuit, voltage drop, system sectionalizing, capacitor placement, and interconnection studies. Additionally, he performed overall system-growth studies and developed long-range recommendations and construction work plans.

Multiple clients; transmission line design projects; U.S.; project manager / electrical engineer

- Designed utility overhead and underground lines up to 34.5kV. Underground distribution designs included duct banks, borings, primary cables and conduit, pad-mounted switchgear, transformers, and metering. This distribution-system-design work involved line conversions, new line design, and the preparation of construction and material specifications.

Confidential client; severance planning project; Colorado; electrical engineer

- Assisted with severance planning by conducting analyses, estimating costs using system inventory data, and providing condition assessments based on field observations. Analyses included load-flow and voltage-drop studies for base and N-1 conditions. Also involved in supporting public utility proceedings.

Multiple clients; industrial facility design projects; U.S.; project manager / electrical engineer

- Led project teams in the design of several industrial facilities. This work on electrically driven compressor stations included power distribution designs of 15kV and 4.16kV switchgear, substation connections and integration, coordination, and relay settings.

Multiple clients; system impact studies; U.S.; electrical engineer

- Developed system impact studies for renewable energy projects, assessing interconnections and overseeing testing and commissioning for utility integration.

MICHAEL MANSOUR

Senior Electrical Engineer

Education

MS, Electrical Engineering (Power Systems)
University of Missouri, 1973

BS, Electrical Engineering,
University of Missouri, 1971

EXPERIENCE

Erick has over 12 years of experience including leading teams in the design and construction of transmission lines. His work involves designing and analyzing transmission and substation structures and their foundations. His background also includes line spotting, line design, structural and foundation design, project management, and material procurement. He has experience with wood, concrete, and steel structures.

Project work

Arkansas Electric Cooperative Corporation (AECC); Big Piney 161kV Switching Station; Arkansas; project manager / transmission engineer

- Assisted with designing and constructing the new Big Piney 161kV Switching Station and a 161-69kV substation in Pope County. The switching station will be served by Southwestern Power Administration's (SWPA) Dardanelle to Hilltop 161kV transmission line, and the substation will be fed by one 161kV circuit from the switching station. Additionally, assisted with designing the interconnecting line between stations.

Timmons Group; County Line Solar Gen-Tie 115kV Line; Virginia; project manager / transmission engineer

- Provided engineering services to build approximately two miles of the County Line Solar Gen-Tie 115kV Line, including a three-phase 795 aluminum conductor steel reinforced (ACSR) Drake conductor, one optical ground wire (OPGW), and one static wire. The transmission structures were designed as monopole weathering steel structures on direct-embedded foundations for tangents and drilled piers for angle and dead-end structures. Assisted with designing the road and railroad crossing exhibits for permit applications.

Work before Barr

American Electric Power; transmission line rebuild project; Darbyville, OH; transmission engineer

- Designed and oversaw construction of a 27-mile transmission line rebuild project that included both a greenfield and brownfield rebuild section. Worked closely with project managers, vendors, right-of-way agents, and environmental engineers. Performed line spotting, line design, structural and foundation designs, and material procurement.

Multiple clients; transmission line projects; North Carolina; transmission line section manager / project manager

- Led and managed a team of drafters, designers, and engineers in the design and implementation of transmission line projects. Developed project scopes, schedules, and budgets. Prepared construction packages, cost analyses, bid proposals, and reports for alternative solutions. Reviewed transmission line foundation designs, structural analyses, and materials needed for projects.

ERICK SOLANO, PE

Senior Structural Engineer

Education
BS, Civil Engineering, University of North Carolina at Charlotte, 2012

AS, Math and Science, Central Piedmont Community College, North Carolina 2007

Registration
Professional Engineer: North Carolina (License # 059952)

Certification
ACI Concrete Field Technician, American Concrete Institute

Digital skill set
AutoCAD
CAISSON
LPILE
MFAD
MicroStation PLS-CADD
PLS-POLE
PLS-TOWER
STAAD Pro

EXPERIENCE

Troy has 13 years of experience in civil and structural engineering within the power industry, specializing in overhead transmission and distribution power line design. He focuses on developing designs based on criteria set by the National Electric Safety Code (NESC), the United States Department of Agriculture Rural Utilities Service (RUS), and the specific local, county, and state requirements of each client.

Project work

Copenhagen Infrastructure Partners; Panther Grove 2 Windfarm; Illinois; design engineer

- Serving as a design engineer for 11 miles of 345kV steel monopole overhead transmission line, following all NESC and RUS guidelines, and applicable client specifications.

Colorado Springs Utilities; multiple projects; Colorado; design engineer

- Served as the design engineer for several 115kV and 230kV steel monopole overhead transmission line design and construction packages. Developed framing and assembly drawings using AutoCAD software, prepared steel structure designs using PLS software, and created all necessary drawings and exhibits for the construction package.

Southwestern Power Administration; multiple projects; Arkansas and Oklahoma; design engineer

- Contributed to engineering and design of several 138kV and 161kV steel H-frame and multipole overhead transmission line rebuilds with guy anchors. Developed framing and assembly drawings using AutoCAD software, prepared steel structure designs using PLS software, reviewed other team members' work, and created all necessary specifications and exhibits.

Work before Barr

Avista Utilities; several projects to mitigate overhead 115kV transmission lines; Washington; engineer

- Designed engineering solutions to mitigate issues identified in a facility ratings report from the North American Electric Reliability Corporation (NERC). Completed structure design using PLS software and confirmed foundation stability with MFAD software.

Mountrail-Williams Electric Cooperative; North Dakota; contributor

- Performed preliminary design for 25kV distribution lines, using PLS software to create as-built plans and profile drawings of existing overhead transmission lines. The drawings depicted the location and heights for each crossing as part of the Upper Great Plains NERC analysis.

TROY G. McGILLIVRAY, PE

Senior Transmission Engineer

Education
BS, Civil Engineering Technology, Montana State University - Northern, 2011

Registration
Professional Engineer:
Montana

Digital skill set
Adept
AutoCAD
Google Earth Pro
MFAD
Leica Cyclone REGISTER 360
PLP VORTX
PLS-CADD
PLS-POLE
ProjectWise
TopoDOT
TOWER

EXPERIENCE

David has more than 40 years of experience as an engineering technician and project manager for transmission and distribution lines and substations. His expertise includes designing and installing new power facilities and conducting arc flash hazard analyses, with extensive field experience in data collection and site investigations for these studies.

Project work

Town of Wheatland; System Upgrade; Wyoming; engineering technician

- Assisted with upgrading a distribution system from 2.4/4.16kV to a 7.2/13.2kV underground system.

International Transmission Company; Transmission Line and Substation Evaluation; Michigan; engineering technician

- Conducted a transmission line and substation evaluation.

WREA; RUS Work Order Inspections; Wyoming; engineering technician

- Conducted RUS work order inspections at a WREA project site in Wyoming.

Various clients; various projects; U.S.; engineering technician

- Provided construction observation for large, complex projects involving multiple substations. Monitored substation projects from greenfield to commissioning, overseeing activities such as grading the substation pad, ground grid installation, equipment grounding, conduit installation, steel erection, foundation and pier concrete placement, transformer and equipment installation, power and control cable pulling and terminating, building erection, and substation testing.

Various clients; various projects; U.S.; engineering technician

- Assisted in providing engineering services for the design and installation of transmission and distribution lines, overseeing projects ranging from 2.4kV to 115kV, with a focus on overhead and underground three-phase primary systems and low-voltage secondary distribution.

Ameresco; various projects; various locations; engineering technician

- Assisted with greenfield services, testing, and commissioning for several methane-gas-fired generation plants, including Butte County, San Joaquin, Vasco Road, Forward and Half Moon Bay.

DAVID COX

Senior Engineering Technician

Education
Electrical Technology, Central Community College of Nebraska, 1977

Training
MSHA Mine Safety-Surface and Underground-Experienced Miner

OSHA 30-Hour Construction and Health

Rocky Mountain Electrical League Distribution Line Design and Staking, Level One

Colorado Rural Electric Association Distribution Line Design and Staking, Levels Two and Three

National Electrical Safety Code and National Electrical Code

PERSONNEL RESUMES

Mark Goodson

ROLE ON PROJECT: Subject Matter Expert
PHONE. (833) 523-2526 | **EMAIL.** mark.goodson@csrsinc.com
LOCATION. Baton Rouge, LA

EDUCATION

- BLA, Louisiana State University, Baton Rouge, LA, 2004
- MPA, Louisiana State University, Baton Rouge, LA, 2006

TRAINING AND CERTIFICATIONS

- Vacant Property Leadership Institute Certificate, Emory University Law School, 2013
- Community Progress Leadership Institute Certificate, Harvard Law School, 2012

AREAS OF EXPERTISE

- Land Banking
- Real Estate Transactions
- Brownfields Redevelopment
- Community Outreach
- Resilience and Adaptation Planning
- Public Finance & Alternative Financing
- Project management
- Stakeholder Engagement
- Program Management

YEARS OF EXPERIENCE

- With Firm: 7
- Total: 21

Throughout his career, Mr. Goodson has concentrated on issues relating to resiliency, urban planning and redevelopment, public finance and budgeting, and the operations of local governments. As the Resilience Practice Lead for CSRS, he assists both commercial and governmental clients in developing the capabilities necessary to adapt and thrive, regardless of the shifting conditions with which they are faced. In order to accomplish the goal of resilience, Mr. Goodson and the other members of his team provide technical assistance to identify risks and vulnerabilities, develop strategic interventions, design and implement resilience programs, and integrate resilience and sustainability into existing capital programs.

RELEVANT AND RELATED EXPERIENCE

LA Public Service Commission Electric Grid Resilience, La Public Service Commission. Baton Rouge, LA. *Principal-in-Charge.* CSRS is an independent engineering consultant for a program for the Louisiana Public Service Commission to strengthen Louisiana's electrical grid. Mr. Goodson serves as the Principal for the project. (2022 - Present)

Independent Evaluation of Entergy Louisiana's Grid Resilience Plan, La Public Service Commission. Baton Rouge, LA. *Principal-in-Charge.* In recent years, Louisiana has suffered electrical outages in increasing frequency and duration caused by extreme weather events. Entergy Louisiana was seeking to mitigate the impact of future events by investing in a multi-year, multi-billion dollar grid hardening and resilience plan, call Future Ready. Entergy filed the plan with the Louisiana Public Service Commission, creating docket U-36225 which sought the Commission's approval of the proposed investments and cost recovery in the form of a rider. The Commission, in need of an independent engineering firm with expertise in resilience, hired CSRS through a competitive process to evaluate Entergy's plan and make recommendations to the Commission on its regulatory actions. Mr. Goodson served as the Principal. (2023 - 2024)

Mandeville Resilience Plan, Coastal Protection and Restoration Authority (CPRA). Mandeville, LA. *Principal-in-Charge.* The Louisiana Coastal Protection and Restoration Authority (CPRA) hired CSRS to develop a flood resilience strategy for the City of Mandeville focused on non-structural solutions such as elevations, acquisitions/buyouts, and floodproofing measures to adapt to the combined riverine and coastal storm surge risks the city faces. The scope of solutions also featured an update to the city's development regulations to reduce risk and improve stormwater management. Mr. Goodson was responsible for providing guidance and ensuring the team had the resources needed to deliver the project. (2021 - 2023)

PERSONNEL RESUMES

David Lessinger

ROLE ON PROJECT: Subject Matter Expert
PHONE. (833) 523-2526 | **EMAIL.** david.lessinger@csrsinc.com
LOCATION. New Orleans, LA

EDUCATION

- BA, Environmental Studies, Oberlin College, Oberlin, OH, 2000
- MA, City and Regional Planning, Cornell University, Ithaca, NY, 2007

TRAINING AND CERTIFICATIONS

- Certificate in Urban Redevelopment, University of Pennsylvania, 2008

AREAS OF EXPERTISE

- Resilience Planning & Program Design
- Public Policy and Finance
- Project management

YEARS OF EXPERIENCE

- With Firm: 6
- Total: 25

Mr. Lessinger has over two decades of experience in urban planning, community revitalization, resilience planning, and city government operations. He is a mission-driven professional skilled at managing teams and working across disciplines. An excellent communicator and resourceful problem-solver, Mr. Lessinger is known for facilitating solutions through collaboration.

RELEVANT AND RELATED EXPERIENCE

Independent Evaluation of Entergy Louisiana's Grid Resilience Plan, La Public Service Commission. Baton Rouge, LA. In recent years, Louisiana has suffered electrical outages in increasing frequency and duration caused by extreme weather events. Entergy Louisiana was seeking to mitigate the impact of future events by investing in a multi-year, multi-billion dollar grid hardening and resilience plan called Future Ready. Entergy filed the plan with the Louisiana Public Service Commission, creating docket U-36625 which sought the Commission's approval of the proposed investments and cost recovery in the form of a rider. The Commission, in need of an independent engineering firm with expertise in resilience, hired CSRS through a competitive process to evaluate Entergy's plan and make recommendations to the Commission on its regulatory actions. Mr. Lessinger managed the evaluation of the Future Ready, coordinating the input from subject matter experts, intervenors, and Commission staff. Mr. Lessinger provided testimony, sat for a deposition, and participated in technical conferences. CSRS's support led to a compromise reached through Commission order that approved implementation of the most beneficial $2B of the initially proposed $5B investment and required a greater level of transparency and accountability than previous capital investment plans. CSRS is now supporting the Commission to monitor the implementation of the Future Ready plan. (2023 - 2024)

LA Public Service Commission Electric Grid Resilience, La Public Service Commission. *Project Manager.* CSRS is an independent engineering consultant for a program for the Louisiana Public Service Commission, under docket R-36227, to strengthen Louisiana's electrical grid through investments in resilience. CSRS has led the development of a rule-making docket for the commission to require grid resilience plans from regulated utilities to reduce the impact of outages on Louisiana communities and reduce utilities assets' exposure to climate risks across a range of risk types. The draft rule seeks to align incentives between the utilities and communities facing increasing risks from climate impacts to the grid through quantitative risk modelling and benefit-cost analyses. Mr. Lessinger leads all aspects of the project including interfacing with Commission staff and intervenors, managing subconsultant subject matter experts, research and analysis, and rule-drafting. (2022 - Present)

PERSONNEL RESUMES

Tony Huval

ROLE ON PROJECT: Senior Project Manager
PHONE. (833) 523-2526 | **EMAIL.** tony.huval@fidesconsulting.com
LOCATION. Baton Rouge, LA

EDUCATION

- BS, Mechanical Engineering, Louisiana State University

TRAINING AND CERTIFICATIONS

- Professional Engineer, Louisiana, License No. 24242, 1991

AREAS OF EXPERTISE

- Project Management
- Program Management
- General Management
- Engineering Management
- Project Risk Analysis
- Major Capital Project Management

YEARS OF EXPERIENCE

- With Firm: 4
- Total: 40+

Mr. Huval possesses a wealth of experience in managing and overseeing large-scale, multi-year, and multi-disciplinary projects and programs across diverse clients. His proficiency extends to industrial programs, major capital management, and engineering, underpinned by extensive knowledge in these domains. Throughout his career, Mr. Huval has demonstrated his adeptness in leading comprehensive projects and programs, navigating through diverse challenges and complexities with finesse. As a seasoned and respected leader, organizer, and communicator, Mr. Huval brings invaluable expertise to any endeavor he undertakes.

RELEVANT AND RELATED EXPERIENCE

Grön Fuels Renewable Diesel Refinery, Fidelis Infrastructure. $5 Billion Grassroots Renewable Fuels Facility for Fidelis New Energy. (2020 - 2024)

CLIENT REFERENCE. *John Plumlee, Senior Advisor, Fidelis Infrastructure*
109 North Post Oak Lane, Suite 140
Houston, TX 77024, (281) 352-8368, John.plumlee@fidelisinfra.com

Element 25 (HPMSM), Element 25. (2022 - Present)

CLIENT REFERENCE. *Doug Flannigan, Chief Operating Officer, Element 25*
Level 2, 45 Richardson Street
Perth Western Australia 6005, +61 4 1796 3530

PERSONNEL RESUMES

Jaeson Brown

ROLE ON PROJECT: Project Controls Manager
PHONE. (833) 523-2526 | **EMAIL.** jaeson.brown@fidesconsulting.com
LOCATION. Baton Rouge, LA

EDUCATION

- BS, Industrial Technology, Southeastern Louisiana University, Hammond, LA, 1999

TRAINING AND CERTIFICATIONS

- Microsoft Access 2000: Database Development Course, Louisiana State University
- Primavera SureTrak/P3 Combo Course, Global Project Management LLC

YEARS OF EXPERIENCE

- With Firm: 4
- Total: 26

RELEVANT AND RELATED EXPERIENCE

Willbros Engineering/Brown and Root Engineering, Wink Incorporated. Baton Rouge, LA. *Project Controls Manager/Project Controls Engineer, Wink Inc..* Mr. Brown managed the Project Controls Department with nine employees, supporting four engineering offices. During that time, he oversaw various services, including cost control, reporting, estimating, planning/scheduling, cost tracking and document management. Mr. Brown provided cost tracking, reporting, and development of project schedules for multi-disciplinary engineering projects that ranged in size from $50,000 to $200 million. In this role, he also implemented a new accounting project tracking system, Dynamics SL, and assisted in creating Wink's Manhour Tracking and Document Control databases. Mr. Brown served as a project representative for project management, and project controls best practices. As a Project Controls Engineer with Wink, Mr. Brown completed a Primavera SureTrak/P3 course for scheduling and tracking. He managed the project controls for the Baton Rouge office for as many as 80 projects. He assisted in fieldwork and provided drafting work for the Mechanical, Civil/Structural, and Piping departments. (2001 - 2021)

DSM Elastomers Americas. Baton Rouge, LA. *Cost Control Engineer, DSM.* Mr. Brown was contracted by Engineers and Contractors International (ECI) as a Cost Control Engineer for all HORIZON 2020 projects, consisting of 15 to 30 projects at any given time. He produced monthly progress reports for each project, including project status and cost. Mr. Brown worked with Performance Contractors, Westgate Incorporated, ECI, and Jacobs Engineering. This report was presented to the DSM management in Holland monthly. (2001)

Engineers and Constructors International (ECI). Baton Rouge, LA. *Cost Control Engineer/Draftsman, ECI.* Mr. Brown was responsible for the cost tracking at DSM Copolymer for anywhere between five and 20 jobs at a time. The monthly procedure consisted of retrieving the committed cost and the cash flow from the SAP network, followed by input into the cost control system. Mr. Brown assisted in developing the cost-tracking system, which consisted of a workbook of Excel spreadsheets. These spreadsheets provided the ability to track committed costs, cash flow, material purchases, contractor costs, and engineering costs. Additionally, Mr. Brown assisted in the development of the ECI Engineering Tracking database for several different companies. This included developing the database that tracked all deliverables by percentage complete, calculated earned and project man-hours. (2000 - 2001)

Elif Acar-Chiasson, MS, PE

ROLE ON PROJECT: Subject Matter Expert
PHONE. (833) 523-2526 | **EMAIL.** elif.chiasson@csrsinc.com
LOCATION. Baton Rouge, LA

EDUCATION

- MS, Civil Engineering, Geotechnical, Louisiana State University, 1990
- BS, Civil Engineering, Bogazici University, 1988

TRAINING AND CERTIFICATIONS

- Professional Engineer, Louisiana, License No. PE.0029852, 2002
- NEPA and Transportation Decision Making, NHI, 2008

PROFESSIONAL MEMBERSHIPS

- American Society of Civil Engineers
- LSU Innovation Park Advisory Board, 2010

YEARS OF EXPERIENCE

- With Firm: 12
- Total: 37

Ms. Chiasson, a registered professional engineer with over 30 years of progressive engineering, management, and leadership experience, joined CSRS in 2013 as its Chief Operating Officer, responsible for overseeing day-to-day operations of business units and business management functions such as contracts, legal, risk, IT, and marketing. Ms. Chiasson was responsible for driving execution and creating best practices for the firm's services. Today, Ms. Chiasson serves as CSRS' Executive Vice President of Talent and Innovation. In this role, Ms. Chiasson oversees the technical practice areas of the firm and mentors many CSRS professionals. With her extensive industry knowledge, she creates the strategy and culture required for employees to experiment with the right resources at the right level to support their career progression.

Under her leadership, CSRS developed and implemented state-of-the-art project controls and technology-enabled business systems facilitating effective communication of critical information in formats that allow managers to optimize financial performance during execution and the firm's leadership to make effective business-related decisions. Ms. Chiasson has achieved several significant accomplishments, including the ground-up development of project tools such as project status reports, dynamic dashboards, estimate templates, and rolling forecasts. She also developed a start-to-finish project tracking methodology that significantly enhances the ability to monitor all projects' status and financial health efficiently.

Before joining CSRS, Ms. Chiasson served as the Engineering Business Line Manager for the Gulf Central District of Shaw Environmental & Infrastructure, Inc. In this role, she set the department's strategy and direction, provided functional leadership for the engineering team, managed resource optimization, and delegated resources to support project requirements, schedules, and department budget. During her eleven-year tenure, Ms. Chiasson led and took part in the engineering design and management of notable projects in the State of Louisiana, such as the Inner Harbor Navigation Canal Hurricane Protection Project, which received ENR's Best of the Best 2011 Best Civil Works/Infrastructure Award, and the state-of-the-art AP-1000TM nuclear power plant module assembly facility in Lake Charles, LA.

Before her tenure with Shaw Environmental & Infrastructure Inc., as an entrepreneur in the geo-environmental field, she built a diverse client list that included industrial and governmental agencies such as DOD, DOE, USACE, US Navy, EPA, and EPRI. Under her leadership, Electrokinetics, Inc. completed two EPA Superfund Innovative Technology Evaluation program projects, and in 1996, it was awarded the Small Business Innovative Research Phase II Quality Award from DOD for its technical achievement and contributions to the US Army.

PERSONNEL RESUMES

Brooks Andrews

ROLE ON PROJECT: GIS Lead
PHONE. (833) 523-2526 | **EMAIL.** brooks.andrews@csrsinc.com
LOCATION. Houston, TX

EDUCATION

- MS, Geographic Information Systems, Pennsylvania State University, 2021
- BS, Urban and Regional Planning, Texas State University, 2011

TRAINING AND CERTIFICATIONS

- GISP, GISCI, GISP, anticipated 2024

PROFESSIONAL MEMBERSHIPS

- Houston-Galveston Area Council's Geographic Data Workgroup

AREAS OF EXPERTISE

- Project management
- Geospatial Data Development and Delivery
- GIS Support and Troubleshooting
- Geospatial Analysis
- Geomatics
- Database Administration
- GIS Application Development
- Urban Geography
- Remote Sensing
- Cartography
- Esri ArcGIS Software Suite
- Urban and Regional Planning

YEARS OF EXPERIENCE

- With Firm: 2
- Total: 14

With more than ten years of experience in the geospatial field, Mr. Andrews currently serves as GIS Lead for CSRS. He is responsible for geospatial project management, proposal development, GIS database development and management, geospatial analyses, and map and reports production for complex research, survey, planning, and impact assessment projects. His academic credentials in Geographic Information Systems, Urban and Regional Planning, and Business Administration enables him to effectively participate in various projects, research, and field investigations. Mr. Andrews has been active in the local GIS community, specifically in the Greater Houston area, over the last 11 years and, in turn, has a firm foundation of relationships with public agencies, private firms, non-profits and universities as well as knowledge of data availability and limitations for the region and beyond.

RELEVANT AND RELATED EXPERIENCE

East Baton Rouge Stormwater Master Plan, HNTB Corporation. Baton Rouge, LA. *GIS Lead.* HNTB with its partner CSRS assisted in developing a Parish Stormwater Master Plan. CSRS assisted with establishing design criteria and methodology for developing and applying 2D HEC-RAS models. Mr. Andrews provided oversight QA/QC of the execution and completion of all GIS tasks including geographic analysis and cartographic outputs used in the project. (2022 - 2023)

City of Central Technical Assistance & Drainage Master Plan, City of Central. Central, LA. The City of Central engaged CSRS with a Technical Assistance contract to guide the City in funding and management decisions related to the 1,000-year flood that catastrophically impacted the City and its citizens in August 2016. (2022 - Present)

Port of Calhoun GIS. Point Comfort, TX. *GIS Manager.* Mr. Andrews is developing the foundational elements of a GIS system for the Port of Calhoun. The work involves collected and analyzing data from lease documents to produce a lease browser dashboard that will allow the Port to query the status of leases, tenants, rent and other key elements of a lease that are vital to port operations. (2022 - Present)

Amite River Basin Boundary Digitization, Coastal Protection and Restoration Authority (CPRA). Baton Rouge, LA. *Senior Scientist.* CPRA contracted CSRS to create revised boundaries for the Amite River Basin Commission. As the Senior Scientist for this project, Mr. Andrews provides oversight QA/QC of the execution and completion of all GIS tasks, including digitizing the boundary for the existing Amite River Basin and a new section of the Amite River Basin recently annexed. (2022 - Present)

PERSONNEL RESUMES

David E. Sterken

ROLE ON PROJECT: Senior Field Engineer
PHONE. (833) 523-2526 | **EMAIL.** david.sterken@fidesconsulting.com
LOCATION. Baton Rouge, LA

EDUCATION

- BS, Electrical Engineering, Louisiana State University, Baton Rouge, LA, 1994
- CTE, Industrial Electricity, Baton Rouge Vocational Technical Institute, 1983

TRAINING AND CERTIFICATIONS

- Basic Electricity and Electronics, Keesler Air Force Base, 1990

AREAS OF EXPERTISE

- CMaR Project Delivery
- Public Infrastructure
- SKM Powertools
- Claims and Dispute Resolution
- Facility Assessments
- Disaster Damage Assessments
- ESA Easy Power
- ETAP
- Electrical Engineering Design
- Design-Build Project Delivery
- Construction Management
- Project management
- QA/QC

YEARS OF EXPERIENCE

- With Firm: 4
- Total: 42

Mr. Sterken has over 40 years of experience in electrical engineering, design, construction and project management. He has expertise in electrical distribution systems, medium voltage switchgear and breakers, transformers, five kV motor controllers, 480-volt motor control centers, variable frequency drives, automatic transfer switches, uninterrupted power supplies and high voltage cables. He has performed various engineering studies, including short circuit studies, protective device coordination studies, load flow studies and arc flash studies. Mr. Sterken has performed and supervised the design, installation and management of numerous projects in the chemical/ petrochemical/liquid terminal industry.

RELEVANT AND RELATED EXPERIENCE

Grön Fuels Renewable Diesel Refinery, Fidelis Infrastructure. Port Allen, LA. *Electrical Engineer.* $5 Billion Grassroots Renewable Fuels Facility for Fidelis New Energy. Electrical Discipline of Project Management Organization (PMO) that provided electrical guidance and oversight to the EPC Contractor. Developed the Electrical engineering and design deliverables for the Owner's Scope of Work outside of the EPC including, Marine/Rail/Truck Loading/Unloading, Power Supply to Facility, Offsite Pipelines for Feedstocks. (2020 - 2024)

Element 25 (HPMSM), Element 25. Burnside, LA. *Electrical Engineer.* $300 Million Grassroots Processing Facility for Element 25. Provided Electrical Engineering Services in developing and recommending preparation of RFQ documents for EPC Selection and Owner's Scope of Work outside of the EPC including Power Supply to Facility. Electrical Discipline of Project Management Organization (PMO) that provided electrical guidance and oversight to the EPC Contractor during FEL3 and EPC RFP Estimate process. (2022 - Present)

LA 182/University Avenue Corridor Study and Engineering Services, Combined Projects. Lafayette Parish, LA. *Lead Electrical Engineer.* Mr. Sterken is assisting CSRS in transforming Lafayette's University Avenue into a vibrant, multi-modal corridor with complete street improvements, better access management, and improved connectivity for adjacent neighborhoods and surrounding areas. Mr. Sterken's responsibilities included Roadway Lighting Electrical Design. (2021 - Present)

Attachment 2

Barr-LPSC Proposed Professional Consulting Services Agreement

Professional Consulting Services Agreement
Master and Work Order Form

This Professional Consulting Services Agreement ("Agreement") is made as of the 15th day of March 2025, by and between Louisiana Public Service Commission ("Client"), a Louisiana State Agency and Barr Engineering Co., its affiliates and subsidiaries (Barr), a Minnesota corporation, and who are referred to as a "Party" or the "Parties."

Recitals

Client has a need for professional consulting services and desires to retain Barr to provide certain professional consulting services, all subject to the terms and conditions contained in this Agreement.

Barr is qualified to perform the desired professional consulting services and desires to provide such services for Client, all subject to the terms and conditions contained in this Agreement.

Agreement

In consideration of the foregoing and the mutual promises contained in this Agreement, the Parties agree as follows:

Section 1: Services and Contract Documents

1.1 All professional services provided by Barr (the "Services") under this Agreement will be provided pursuant to one or more written orders signed by Client and Barr detailing the specific project to be completed and Services to be provided (each a "Work Order"). Work Orders may be in the form of a proposal by Barr, countersigned or otherwise accepted by Client or in the form of a proposal by Client countersigned by Barr. The Services described in any Work Order may be modified from time to time with the mutual approval of Client and Barr. Such modifications will be summarized in a modified Work Order and will include equitable modifications to any maximum compensation limits or schedules.

1.2 Either Party may propose a Work Order; the other Party agrees to accept or reject within 10 days of receipt of the proposal. If a proposed Work Order is rejected, neither Party will have further responsibility with respect to that matter.

1.3 This Agreement may be amended only in a writing referring to the specific provision of this Agreement to be changed and signed by the Parties. In case of any inconsistency or ambiguity between the provisions of a Work Order and the provisions of this Agreement, the provisions of the Work Order will prevail.

1.4 The Contract Documents include this document and documents described in it, Work Orders issued under this Agreement, and any other documents described in an exhibit to this Agreement or in a Work Order.

Section 2: Term

This Agreement will be in effect from the date of this Agreement and will continue until terminated pursuant to Section 6.

Section 3: Compensation

3.1 Client will compensate Barr for Services and other charges, expenses, and disbursements relating to a Work Order according to the Fee Schedule in effect when Services are performed. A Work Order may set maximum compensation as an amount not to be exceeded without additional authorization. The assumptions that form the basis for a compensation limit ("Service Assumptions") will be described in a Work Order. If the Service Assumptions do not reflect the actual effort, the Parties agree that compensation will be reviewed and may be adjusted as is equitable to reflect actual effort.

3.2 The current Fee Schedule is attached as an Exhibit. Barr reserves the right to change the Fee Schedule not more often than once annually. Barr will notify Client of changes in the Fee Schedule before such changes become effective.

3.3 Barr will submit invoices to Client for Services performed and expenses incurred pursuant to each active Work Order during the period on a four-week cycle. Invoices will summarize the Services performed and reasonably describe all other charges.

3.4 Barr will provide Client with supporting documentation for charges upon request. Barr will promptly address questions and concerns regarding invoices. Barr will retain records related to the Services for three years after the termination of the related Work Order. Records will be available for examination by Client or its designee at reasonable times upon reasonable notice and reimbursement for Barr expenses.

3.5 Client will pay each invoice within 30 days after receipt as to all undisputed amounts. Payments not made within 60 days of invoice date will bear interest from the date that is 30 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by law. Client agrees to pay all Barr costs of collection, including reasonable attorney fees.

3.6 Upon written request with payment, Barr will execute and deliver a waiver of lien rights covering its Services and those of its subcontractor for which payment has been made by Client.

Section 4: Barr Duties

4.1 Barr will comply with, and will contractually require all subcontractors to comply with, laws applicable to its performance of Services.

4.2 Barr will perform the Services in a manner consistent with the care and skill ordinarily used by reputable members of the profession practicing under similar conditions at the same time and general location. This statement of duty is exclusive.

4.3 To the extent the Services involve estimates of construction, operating or any other costs, Barr agrees to make its best estimate of such costs based on information made available to it and based on its experience and knowledge. Barr cannot and does not guarantee the accuracy of any such estimates, and it will not be liable to Client or any other person for any claim, loss, or damage based upon the use of, or reliance upon, such estimates.

4.4 Barr will provide the Services in compliance with all reasonable health and safety rules of Client that Client has timely made known to Barr.

4.5 Barr will secure permits and licenses normally required in its name for the performance of the Services. Client will cooperate with Barr in obtaining such permits and licenses. The fees for such permits and licenses are reimbursable expenses.

4.6 Barr may engage subcontractors as it deems necessary to provide the Services. Upon written request, Client will have the right to approve any subcontractor that Barr proposes to use in connection with Services, but such approval will not be unreasonably withheld.

4.7 Barr will appoint a Principal in Charge (PIC) and a Project Manager (PM), both designated in the Work Order ("Barr Representatives"), to coordinate the Services with the Client Representative. Only the Principal in Charge may bind Barr as to work scope, schedule, and compensation matters. The Project Manager may bind Barr as to all other matters relating to the Work Order. Barr may change the Principal in Charge or Project Manager on any Work Order upon written notice to Client.

4.8 Except with respect to the work of its subcontractors, Barr will not supervise, direct, stop, or otherwise control the work of others. Barr has no authority over, or no responsibility for, the means, methods, techniques, sequences, or procedures selected by others, or for safety precautions and programs incident to the work of others, or for any failure of others to comply with laws, rules, regulations, ordinances, codes, orders, or client safety rules applicable to furnishing and performing work related to, or in connection with, the Services. Accordingly, Barr does not guarantee the performance of any other person or entity and Barr will have no responsibility for their failure to furnish or perform their work.

4.9 Client acknowledges that often Barr must rely on various studies by others, or others' information about existing or prior systems, or current or anticipated operations at the site. Barr may rely on such information to the extent that such reliance is reasonable under the circumstances without independently confirming the accuracy of it, and except to the extent Barr's reliance was negligent, Client releases and discharges Barr from any liability as to losses caused by such reliance.

Section 5: Client Duties

5.1 Client will promptly provide and fully disclose to Barr all information in its possession or known to it from time to time that is pertinent to the Services to be performed by Barr including but not limited to budgeting, scheduling requirements, other limitations, and the preferred procurement approach of Client. Client will provide prompt updates regarding any changes to any of the foregoing. Barr will be entitled to rely on such information and to use the same in performing Services. Client will assist Barr, as reasonably required, in securing any other information Barr deems necessary for providing Services.

5.2 If no other provision is made for it, Client will arrange and pay for access to property as is required to provide the Services.

5.3 Client will promptly notify Barr whenever it becomes aware of any development that may affect the scope or timing of the Services or any defect in, or nonconformance of, any Services.

5.4 Client will appoint a "Client Representative" designated in the Work Order to direct the Services. Except as otherwise stated in the Work Order , the Client Representative is authorized to act on behalf of Client and will be available at reasonable times during the term of the Services to respond to questions, problems, or complaints. Client may change the Client Representative upon written notice to Barr.

5.5 Client will notify any other scientific, investigation, design, or construction management professional retained by Client of the relevant provisions of this Agreement and the Work Order, and will instruct such other professionals to cooperate with Barr as necessary to permit Barr to perform the Services. Client will further require that each other professional authorize a representative to act on its behalf.

Section 6: Termination

6.1 Either party may terminate this Agreement or a Work Order in the event of a material breach by the other party that is not corrected within ten days after written notice thereof. Failure by Client to pay invoices from Barr within the time prescribed hereunder is a material breach of this Agreement.

6.2 Client may terminate this Agreement or a Work Order, with or without cause, upon ten days advance written notice. If so requested by Client, Barr will cease performing Services as soon as practical after receipt of the notice. Except as provided above, both Parties will continue to perform their respective obligations until termination.

6.3 Barr may terminate this Agreement or a Work Order, with or without cause, upon 30 days advance written notice to Client. Barr will cease performing Services under a Work Order as soon as practical after Client's receipt of Barr's notice of termination. Except as provided above, both Parties will continue to perform their respective obligations until termination.

6.4 Termination will not release Client from its obligation to pay for Services provided and expenses incurred through termination, including reasonable time and expenses involved in the termination. Termination will not release Barr or Client from their respective obligations which are, by nature, continuing.

Section 7: Insurance

7.1 During the term of this Agreement, Barr agrees to maintain the types of insurance and policy limits set forth in Section 7.2. Any claim as an Additional Insured will be limited to losses payable under Section 8.

7.2 Barr shall maintain insurance coverages and policy limits as follows:

a. Workers' Compensation and Employers' Liability

1. Coverage A:	Per State Statute	
2. Coverage B:	$500,000	Each Accident
	$500,000	Disease – Policy Limit
	$500,000	Disease – Each Employee

b. Commercial General Liability

1. $2,000,000	General Aggregate
2. $2,000,000	Products – Completed Operations Aggregate
3. $1,000,000	Each Occurrence
4. $1,000,000	Personal Injury

c. Commercial Automobile Liability

1. $1,000,000 Combined Single Limit Bodily Injury and Property Damage

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

d. Umbrella Liability

1. $10,000,000 Each Claim
   $10,000,000 Annual Aggregate
2. The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies.

e. Professional and Pollution Incident Liability

Professional Liability insurance including Pollution Incident Liability coverage with limits of not less than $5,000,000 Per Claim / $5,000,000 Annual Aggregate.

f. Certificates of Insurance

Certificates of Insurance will be provided upon request.

7.4 Barr and Client waive all rights, including their insurers' subrogation rights, against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

Section 8: Risk Allocation and Disputes

8.1 In providing Services under this Agreement, Barr makes no warranty as to the quality or safety of any of the goods, parts, or equipment recommended, specified, or approved in connection with a Work Order. Barr provides no warranties, express or implied, including warranties as to Services or of merchantability or fitness for a particular purpose. Client agrees to rely solely on any warranties provided by the manufacturers of goods, parts, or equipment recommended, specified, or approved in connection with this Agreement, and Barr will, in no event, be liable for any losses or damages of any person or entity arising from or in connection with such goods, parts, or equipment. Barr, at Client's expense, agrees to cooperate with Client in pursuing rights under any such warranties.

8.2 In no event will Barr be liable for special, incidental, indirect, consequential, or punitive damages, including but not limited to damages arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, the cost of capital, or the fault of others.

8.3 Notwithstanding any other provision hereof, and to the fullest extent permitted by law, Client will indemnify and hold harmless Barr, its officers, directors, partners, employees, agents, subcontractors, affiliates, and subsidiaries from and against all claims, costs, losses, and damages (including, but not limited to, all fees and charges of attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, escape, migration, leaching, transmission, handling, treatment, disposal, or

emission of asbestos, PCBs, petroleum derivatives, hazardous materials, hazardous wastes, pollutants, contaminants, or radioactive material which are in any way connected with existing conditions or the aggravation of existing conditions, except to the comparative extent that the same have been proximately caused by Barr gross negligence or willful misconduct.

8.4 For Client to obtain the benefit of a fee which includes a reasonable allowance for risks, Client agrees that Barr's aggregate liability will not exceed the fee paid for the Services under the related Work Order but not less than $50,000, and Client agrees to indemnify Barr from all liability to others in excess of that amount. Barr will increase its aggregate liability limit to $100,000 provided that, within 10 days of the date of this Agreement, Client agrees in writing to provide payment in an amount that will increase otherwise agreed fees by 10 percent, but not less than $500, to compensate Barr for the greater risk undertaken. This increased fee is not the purchase of insurance.

8.5 Client and all those claiming through it covenant not to sue and waive any and all claims against individual employees, officers, directors, and shareholders of Barr and those employees, officers, directors, and shareholders of its subconsultants. It is the expressed intent of this Agreement that only Barr will have any financial liability to others as to alleged professional errors or omissions arising out of or related to the Services and then only to the extent otherwise provided herein.

8.6 Each Party will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to meetings attended by each Party's representative empowered to resolve the dispute. Before either Party commences an action against the other, disputes (except collections) will be submitted to good-faith third-party mediation as a condition precedent to litigation.

Section 9: Work Product

9.1 All written and electronic documents, including without limitation materials, drawings, designs, data, computer programs, and records developed or produced or obtained in connection with the Services ("Documents") are instruments of Barr Services. Barr retains full rights of ownership in and the exclusive right to use all intellectual property involved in the Services but subject to a perpetual license to Client and its successors and assigns to use the Services and to implement them for the intended purposes.

9.2 The foregoing 9.1 notwithstanding, Client will be entitled to obtain a copy of supporting documents (but not operating programs and propriety information), including any information or material furnished to Barr by any third parties. Recognizing that electronic documents may be modified intentionally or inadvertently and may not be representative of the actual document, in the event of a conflict between signed reports, CAD files and other documents and those electronic documents provided as an instrument of the Services, the signed or sealed document governs. When accepting document transfer of electronic media, Client accepts exclusive risk relating to long-term capability, usability, and readability of documents.

9.3 Client acknowledges that the Documents will be created for a specific purpose. Client agrees not to use the Documents for purposes other than the original purpose for which the Documents were intended. Barr has no responsibility with respect to Client's use of Documents or the information contained therein other than as specifically contemplated and for the purpose developed. Client will defend, indemnify, and hold Barr harmless with respect to claims asserted by any third person and related damages, losses, and expenses (including, but not limited to, fees and charges of attorneys

and other professionals and court or arbitration or other dispute resolution costs) to the extent that the same are caused by any use of any such Documents or information other than as specifically contemplated by this Agreement.

9.4 Soil borings and monitoring wells placed by Barr or its subcontractors are the property of Client, and Client is responsible for maintaining and abandoning them, unless Barr accepts that responsibility in writing.

Section 10: Confidentiality

10.1 If requested by the Client in writing, information relative to the Services will be maintained in confidence and will not be disclosed to any person or entity for any reason except as necessary to provide the Services or as provided in Section 10.2 and as to:

a. Information in the public domain at the time of disclosure;

b. Information which becomes part of the public domain after disclosure through no fault of Barr;

c. Information known by Barr prior to the date of this Agreement; and

d. Information supplied to Barr by a third party.

10.2 The foregoing notwithstanding, Barr is entitled to disclose the Documents or Client information to governmental authorities to the extent Barr reasonably believes it has a legal obligation to make such disclosures. If Barr believes that any such disclosure is required, it will provide advance notice to Client to provide it with a reasonable opportunity to attempt to obtain an injunction or other protective order preventing such disclosure. Barr will be compensated for all reasonable expenses, including attorney fees, expended in responding to legal process.

Section 11: Force Majeure

Notwithstanding any other provision of this Agreement, Barr will not be in breach of this Agreement nor will it be liable to Client for any losses or damages of any type arising from delays or changes in the Services due to any act or neglect of the Client, its employees or other contractors, or any fire, labor disputes, unusual delays in transportation, flood or other adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any other causes beyond the reasonable control of Barr.

Section 12: Nondiscrimination

Barr will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, religion, age, genetic information, marital status, sexual orientation, gender identity, familial status, disability, status with regard to public assistance, membership or activity in a local human rights commission, or status as a protected veteran. Barr will take affirmative action to ensure that applicants are considered and employees are treated during their employment without regard to these factors. Such actions will include, but not be limited to, the following: hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, selection of training or apprenticeship, and placing in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Section 13: Notices

All notices, requests, demands, and other communications will be given to the Party's Representative. If any such notice, request, demand, or other communication is required to be in writing, it will be addressed to the other Party. Delivery by mail will be to the address set forth below or to such other address as such Party may have directed by written notice. Mailed notice is effective three business days after mailing. Notice by electronic transmission will be promptly receipted by the other Party.

To Client, at: Louisiana Public Service Commission

_____

_____

_____

To Barr, at: Barr Engineering Co.
Attn: Ruth Johnson, Vice President
2950 East Harmony Road, Suite 265
Fort Collins, CO 80528
970.207.9648

Section 14: Assignment

Neither Barr nor Client may assign or transfer this Agreement or any rights or contract obligations without the written consent of the other Party, and any such other attempt to assign or transfer is void and of no effect. Consent to an assignment or transfer will not be unreasonably withheld. Barr agrees to cooperate with Client as to its needs as to project financing or similar needs that may call for assignments.

Section 15: Choice of Law and Jury Trial Waiver

The law of the state in which the project is located will govern all disputes. Each of the Parties waives trial by jury on its own behalf and on behalf of its insurers, subcontractors, and assigns.

Section 16: Miscellaneous

16.1 Headings and captions used in this Agreement are for convenience only and will not affect the meaning or interpretation of this Agreement.

16.2 This Agreement constitutes the entire and exclusive agreement of the Parties and it supersedes any prior agreements concerning the subject matter except as such agreements are included as Contract Documents.

16.3 Barr agrees that it is providing Services under this Agreement as an independent contractor, and nothing in this Agreement will create in either Party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other Party, and nothing in this Agreement will be construed so as to create any agency, joint venture, or partnership between the Parties. Individuals employed or engaged by Barr are not employees of Client for any purpose. Neither Party nor anyone claiming through either of them will make or maintain any claim against an employee of either Party in their individual capacity if said employee is or was acting within the scope of their employment as to the loss giving rise to such claim.

16.4 No waiver by Barr or Client of any condition or breach of any term, covenant, representation, or warranty contained in this Agreement or any document referred to herein will, whether by conduct or otherwise, be construed as a waiver or release of any other term, covenant, condition, or warranty.

16.5 This Agreement may be amended only in a written agreement signed by Barr and Client.

16.6 Except as explicitly set forth in Section 8, nothing in or under this Agreement will be construed to give any rights or benefits of this Agreement to anyone other than Client or Barr, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Barr and not for the benefit of any other party.

16.7 The invalidity or partial invalidity of any portion of this Agreement will not invalidate the remainder thereof, and the remainder will be construed as if the invalidated portion was not a part of this Agreement.

LOUISIANA PUBLIC SERVICE COMMISSION

By _____

Its _____

BARR ENGINEERING CO.

_____

Ruth Johnson
Its Vice President

Attachment 3

Barr-Louisiana Professional Engineering and Land Surveying Board License

Louisiana Professional Engineering and Land Surveying Board

The Louisiana Professional Engineering and Land Surveying Board has the following information on file:

Name:	Public Address:
Barr Engineering Co.	Ms. Kim Thurk 4300 MarketPointe Drive, Suite 200 Minneapolis, Minnesota 55435

License/Certificate Information w/ Supervision

License	Status	First Issuance Date	Expiration Date	Supervisor(s)
EF.0004798	Active	04/21/2011	09/30/2025	Mr. Matthew B. Johnson # PE.0037411

Print Close

8550 United Plaza Boulevard | Suite 903 | Baton Rouge, LA 70809-2296
225-925-6291 | Fax 225-925-6227

Attachment 4

Barr Certificate of Good Standing

UNITED STATES OF AMERICA

State of Louisiana

Nancy Landry

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

BARR ENGINEERING CO.

A corporation domiciled in MINNEAPOLIS, MINNESOTA,

Filed charter and qualified to do business in this State on March 21, 2011,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

February 18, 2025

Nancy Landry

Secretary of State

Web 40463224F

Certificate ID: 11997391#XYN83

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.
www.sos.la.gov

Attachment 5

Barr Certificate of Liability Insurance

CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY): 12/10/2024

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, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1493255 BARR ENGINEERING CO. 4300 MARKETPOINTE DRIVE SUITE 200 MINNEAPOLIS MN 55435	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Travelers Casualty and Surety Company — 19038 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 17793994 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONT. LIAB/XCU X ND/OH/WA/WY STOP GAP GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	P-630-2X737017-PHX-25	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	N	N	810-2X798926-25-43-G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $0	N	N	CUP-2X813633-25-43	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE 	$ $10,000,000 $ $10,000,000 $ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-2X736008-25-43-G	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Master Cert - Sample;

CERTIFICATE HOLDER

17793994
Sample Certificate

CANCELLATION

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

Joseph M Agnello

Attachment 6

Barr W-9 Form

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Barr Engineering Co

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
4300 MarketPointe Drive, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Minneapolis, MN 55435

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	1	–	0	9	0	5	9	9	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Jayne-Ann Young | **Date** 01-07-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they