

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM A
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

Roll Call / Conformance to Open Meeting Law.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

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

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM B
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM C
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

For Possible Action: Approval of minutes of the April 13, 2021 meeting.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Approval of the minutes will be recommended at the meeting.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

The minutes of the April 13, 2021 meeting is enclosed for your review.

The Colorado River Commission of Nevada (Commission) meeting was held at 1:30 p.m. on Tuesday, April 13, 2021 via video conference, pursuant to Emergency Directive 006, section 1.

COMMISSIONERS IN ATTENDANCE

Chairwoman
Vice Chairwoman
Commissioner
Commissioner
Commissioner
Commissioner

Puoy K. Premsrut
Kara J. Kelley
Justin Jones
Allen J. Puliz
Dan H. Stewart
Cody T. Winterton

COMMISSIONERS NOT PRESENT

Commissioner

Marilyn Kirkpatrick

DEPUTY ATTORNEY GENERAL

Special Counsel, Attorney General

Christine Guerci

COMMISSION STAFF IN ATTENDANCE

Executive Director
Chief of Finance and Administration
Assistant Director, Hydropower
Assistant Director, Engineering and Operations
Assistant Director, Energy Information Systems
Hydropower Program Manager
Natural Resource Analyst
Office Manager
Administrative Assistant IV
Administrative Assistant IV
Administrative Assistant II

Eric Witkoski
Douglas N. Beatty
Gail Bates
Robert Reese
Kaleb Hall
Craig Pyper
Warren Turkett, Ph.D
Gina L. Goodman
Kathryn Aguilar
Kira Bakke
Tamisha Randolph

OTHERS PRESENT; REPRESENTING

Lato, Petrova, & Pearson CPAs
State of Nevada Purchasing Division
March Counsel LLC
Moss Adams
Southern Nevada Water Authority
Southern Nevada Water Authority
Clark County Water Reclamation District

Martha Ford
Heather Moon
Craig Silverstein
Keith Simovic
Scott Krantz
Jordan Bunker
David Stoft

**COLORADO RIVER COMMISSION
OF NEVADA
MEETING OF APRIL 13, 2021**

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**COLORADO RIVER COMMISSION
OF NEVADA
MEETING OF APRIL 13, 2020**

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The Colorado River Commission of Nevada (Commission) meeting was called to order by Chairwoman Premsrirut at 1:30 p.m.

A. Conformance to Open Meeting Law.

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

B. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.)

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

C. For Possible Action: Approval of minutes of the February 9, 2021 meeting.

Vice Chairwoman Kelley moved for approval of the minutes. The motion was seconded by Commissioner Puliz and approved by unanimous vote.

D. For Possible Action: Consideration of and possible action to approve a two-year contract in the amount of \$120,000 between the Colorado River Commission of Nevada (Commission) and Moss Adams for accounting and auditing services.

Chief of Finance and Administration Douglas Beatty explained that the Commission's contract for annual financial audit services (including internal control review) will expire in July of 2021.

The contract is required to provide publication of the Commission's Comprehensive Annual Financial Report (CAFR), audited in accordance with Governmental Auditing Standards as required under bond covenants applicable to the Commission's existing General Obligation Bonds currently outstanding.

In January, Staff requested that the Purchasing Division of the State Department of Administration conduct a request for proposals for audit and accounting services for the Commission's books and records. The Purchasing Division in accordance with state regulations and with input from Commission Staff developed a scope of services for the annual audit and internal control review and issued a Request for Proposals. The request for proposals was released January 15, 2021 with bidders' responses due on February 16, 2021. The Purchasing Division published the request on the applicable State and Purchasing websites and contacted qualified accounting firms in their data base and staff furnished information on additional other firms to contact.

The proposals were provided to a review team consisting of three members of Commission Staff (two from the accounting group and one from the energy services group), one Commission Customer Representative and one from another state agency. The review team was tasked with providing a review and numeric scoring of each of the proposals as they addressed the five Solicitation Evaluation Criteria.

The Criteria were:

1. Expertise and availability of key personnel, including knowledge of CaseWare software where possible
2. Prior experience with vendor
3. Demonstrated ability to meet deadlines
4. Demonstrated responsiveness to customer requests
5. Recommendations of references
6. Review of background and performance data including internet research and other inquiry related to prior audit publications, regulatory review, accounting related licensing information, complaints, sanctions, other publicly available information
7. Experience in performance of comparable engagements
8. Conformance with the terms of the RFP
9. Cost
10. Financial stability

The Purchasing Division developed the draft contract based on the State approved form, obtained signatures from the winning bidder, and provided final copies to Staff to present to the Commission for final approval.

The contract anticipates ongoing audit and internal control review services for the fiscal years 2021 through 2022. The contract provides that the contract may be extended an additional two years. If an extension was to be requested, the Staff would bring back the contract to the Commission for approval with additional funding for two more years.

The contract anticipates the following tasks: the annual financial audit of the Commission's books and records, including review of internal controls as required, assistance with the development of the CAFR, assistance with key accounting entries for CAFR purposes, and assistance with new accounting pronouncements. The total amount authorized under the contract is \$120,000 for the initial two-year term of the contract at which time an additional two-year amendment may be brought back to the commission for consideration with additional funding as needed. If approved today the contract will proceed to the next step which is placement on the next Board of Examiners meeting and final contract approval.

Staff recommends the Commission approve the contract and authorize the Executive Director to sign it on behalf of the Commission.

Vice Chairwoman Kelley asked Keith Simovic, of Moss Adams, to elaborate on Moss Adams' commitment to communication with Staff, as outlined in the scope-of-work for this contract.

Mr. Simovic stated that this focus on communication with the auditing clients of Moss Adams is a standard for the firm and that Moss Adams maintains regular communication and ongoing collaboration before, during, and after an audit in order to streamline the audit process.

Vice Chairwoman Kelley highlighted the several auditing deadlines that are listed in the scope of work, particularly those relating to Staff's obligations to State auditors, referencing instances with prior auditing firms who failed to meet these deadlines. Vice Chairwoman Kelley asked Mr. Beatty if he had any additional comment on this subject.

Mr. Beatty explained that the State audit is reliant on the audits of the individual agencies, agreeing that Staff and their auditors must meet these deadlines in the future.

Mr. Simovic added that these deadlines are part of the issue of communication between Moss Adams and Staff, and that the deadlines would be re-affirmed during the entire auditing process.

Chairwoman Premsrirut asked Mr. Simovic if there were any foreseeable concerns given that Moss Adams would be performing the audit from Portland, Oregon.

Mr. Simovic answered that he did not foresee any issues and that Moss Adams serves clients across the country.

Chairwoman Premsrirut noted that Moss Adams has a document retention period of three years, or five years in the event of the inclusion of federal funds, and asked whether this amount of time is consistent with regulations on the subject and if three years is sufficient in the event of an issue where older information needs to be referenced.

Special Counsel, Christine Guerri answered that Staff would be retaining their own copies of the documents in conformance with state and federal document retention regulations and that Moss Adams' records of those documents would be for their specific reference only.

Vice Chairwoman Kelley moved for approval of the two-year contract in the amount of \$120,000 between the Commission and Moss Adams for accounting and auditing services. The motion was seconded by Commissioner Puliz and approved by unanimous vote.

E. ***For Possible Action:*** Consideration of and possible action to approve a two-year contract in the amount of \$48,500 between the Colorado River Commission of Nevada (Commission) and Lato & Petrova CPAs, LTD (dba Lato, Petrova, & Pearson CPAs) accounting services to assist with closing of the books and preparation of the Comprehensive Annual Financial Report (CAFR).

Chief of Finance and Administration Douglas Beatty explained that approximately three years ago the Commission joined with the State Controller's office as they issued a request for proposal for year-end financial statement preparation software. The Controller's office was moving from an outdated year-end financial preparation software that they had been using to prepare the State's CAFR for many years to a new system. The Commission joined with that request and purchased the system chosen and adopted by the controller. The software is called CaseWare and both the Controller's Office and the Commission have been using the system to assist with preparing the year-end financial statements. Staff is using the software to upload all transactional data from the State's accounting system into CaseWare, produce a closing trial balance for use by the outside auditors and produce most of the basic financial statements.

The software is capable of much more than has been utilized. The software is capable of producing in final print format, the complete CAFR, including the basic financial statements, footnotes, required supplementary tables and schedules, management discussion and analysis section, letter of transmittal, and all other required portions of a full CAFR. However, at the present time, staff has not fully developed all the system capabilities.

As part of the Commission's recent request for proposals (RFP) for audit services, which resulted in the contract described in agenda item D previously, staff included a request for responding audit firms with CaseWare system knowledge and expertise to assist with the full development of the software capabilities. At the time of the RFP staff was aware of one auditing firm here in Las Vegas with staff possessing the required expertise. However, that firm declined to respond to the RFP on the audit and none of the responding firms possess any CaseWare expertise. After the RFP process, staff was informed that the person with CaseWare expertise was no longer with the auditing firm and was interested in helping the Commission with producing the full CAFR using CaseWare with another smaller firm. The assistance would not include any auditing or attest services, only help with help in closing and fully utilizing the CaseWare system.

Staff has developed a contract for the necessary accounting assistance with Lato & Petrova CPAs, LTD for this assistance. The contract form is that developed by the State Purchasing Division for professional services at a cost not exceeding \$50,000. The estimated cost of the contract currently is \$48,500. This contract will provide for assistance with the year-end final closing entries and help with the upload of transactional data as necessary, and then help with further developing the footnotes, schedules, and narrative portions of the CAFR within CaseWare. Staff's goal is to fully produce a finished, print ready CAFR in house and no longer rely on the outside audit firm to produce portions of the financial statements. This

will greatly streamline the annual audit and reduce the time spent by the auditors in non-attest services.

Vice Chairwoman Kelley asked Martha Ford, of Lato & Petrova LTD, about Lato & Petrova LTD's commitment to cooperation, adaptability, and adherence to deadlines.

Ms. Ford acknowledged the importance of cooperation, adaptability, and adherence to deadlines, stating that Lato & Petrova LTD would be beginning their services to Staff well in advance of the next audit.

Chairwoman Premsrut Douglas Beatty if the gross contract price had been determined by a projected number of billable hours.

Mr. Beatty answered that the gross contract price was established as a rough projection in cooperation with Ms. Ford after examination of Staff's current CaseWare and a discussion of potential time estimations. Mr. Beatty explained that a majority of the billable hours would take place within the first year of the contract.

Vice Chairwoman Kelley moved to approve the two-year contract in the amount of \$48,500 between the Commission and Lato & Petrova CPAs, LTD for accounting services. The motion was seconded by Commissioner Stewart and approved by unanimous vote.

<p>F. <i>For Possible Action:</i> Consideration of and possible action to approve a four-year contract in the amount of \$150,000 for Personal Services of Independent Contractor between the Colorado River Commission of Nevada and March Counsel LLC.</p>

Executive Director Eric Witkoski explained that the Commission has utilized the services of March Counsel, LLC (Craig Silverstein), formerly known as Stinson Leonard Street, LLP, since June of 2012 to provide needed outside legal services on issues relating to: (1) Federal Energy Regulatory Commission (FERC) proceedings; (2) compliance with mandatory electric reliability standards promulgated by the North American Reliability Corporation (NERC), market manipulation and other related matters; (3) electric and natural gas supply issues; and (4) other matters as directed in writing by the Executive Director.

This personal services contract will: (1) be for a term of 4 years with an expiration date in 2025; and (2) set the total consideration allowed under the contract to \$150,000. This is an area of legal specialization not available to the Commission through the Attorney General's office. Due to the State-mandated approval process for outside services contracts, it can be extremely difficult to enter into a new contract for outside legal services on short notice when the need is immediate.

It is Staff's recommendation that this contract be approved, to allow for the use of March Counsel's services in FERC and other energy matters on an as-needed basis. It is important to note that the March Counsel contract is enabling in nature only, and that further services from this law firm will be provided only upon the specific authorization of the Executive Director. There is no minimum payment or retainer required; the Commission retains full control over the level of expenditures to be incurred under the contract.

Commissioner Puliz moved to approve the four-year contract in the amount of \$150,000 for Personal Services of Independent Contractor between the Commission and March Counsel LLC. The motion was seconded by Vice Chairwoman Kelley and approved by unanimous vote.

G. *For Information Only: Status Update on 2021 Legislative Session and related Budget.*

Executive Director Eric Witkoski presented an update on the 2021 Legislative Session and related Budget, explaining that Staff presented its budget before the Legislative Counsel Bureau (LCB) on March 24, 2021. The Budget Committee closed the presented budget on March 31, 2021.

Additionally, AB15, which would have placed the State Engineer on the Commission, was not passed out of the Committee on Natural Resources before the deadline.

H. *For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.*

Special Counsel Christine Guerri presented an update on pending legal matters involving the Commission.

The Commission has filed a request for intervention in NV Energy's annual deferred case before the Public Utilities Commission of Nevada (PUCN) and Staff is awaiting the pre-hearing conference on April 15, 2021 to ascertain whether the Commission has been granted permission to intervene. The intervention was filed in order for the Commission to re-negotiate a tariff applied to its contractors.

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

Dr. Warren Turkett, Natural Resource Analyst, gave a status update on the hydrological conditions, drought, and climate of the Colorado River Basin, Nevada's consumptive use of Colorado River water, and other developments on the Colorado River.

- Summary of Lake Powell, Lake Mead, and Nevada Water Supply
- Precipitation and Temperature
- Upper Basin Snowpack Accumulation
- Water Use in Southern Nevada
- Unregulated Inflow, Current and Projected Reservoir Status

A copy of the report is attached and made a part of the minutes. (See Attachment A.)

Chairwoman Premsrirut asked that the graph detailing the 2007 Interim Guidelines from the Drought Contingency Plan be retained and updated in future presentations.

Commissioner Puliz asked about the idea of cloud-seeding in the Colorado area

Mr. Turkett answered that the Southern Nevada Water Authority (SNWA) contributes funding to cloud-seeding projects, research has shown this to be effective, and that, to his knowledge, this will continue in the Upper Basin.

J. Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

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

K. Comments and questions from the Commission members.

Chairwoman Premsrirut asked if there were any other comments or questions from the commission members.

Vice Chairwoman Kelley thanked Heather Moon, of State Purchasing, for her and her agency's role in the contract approval process.

L. Selection of the next possible meeting date.

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, May 11, 2021, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.

M. Adjournment.


The meeting was adjourned at 2:31 p.m.

Eric Witkoski, Executive Director

APPROVED:

Puoy K. Premsrirut, Chairwoman

DRAFT



Colorado River Commission of Nevada

Hydrology and Water Use Update

Warren Turkett

April 13, 2021

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Summary

Lake Powell

- Drought conditions are causing below average inflow forecasts.
- Unregulated inflow for water year¹ 2021 is forecasted at 45% of average.
- Upper Basin snowpack peaked at 83% of the seasonal average.

Lake Mead

- Lake Mead is forecasted to decrease about 16 feet in elevation by the end of calendar year 2021.
- Lower Basin conservation programs have conserved roughly 3.5 million af or about 40 additional feet in Lake Mead.

Nevada Water Supply

- Southern Nevada has about 9 years of water supply banked. ²
- **In 2020, Southern Nevada used 15% less than its annual allocation.**

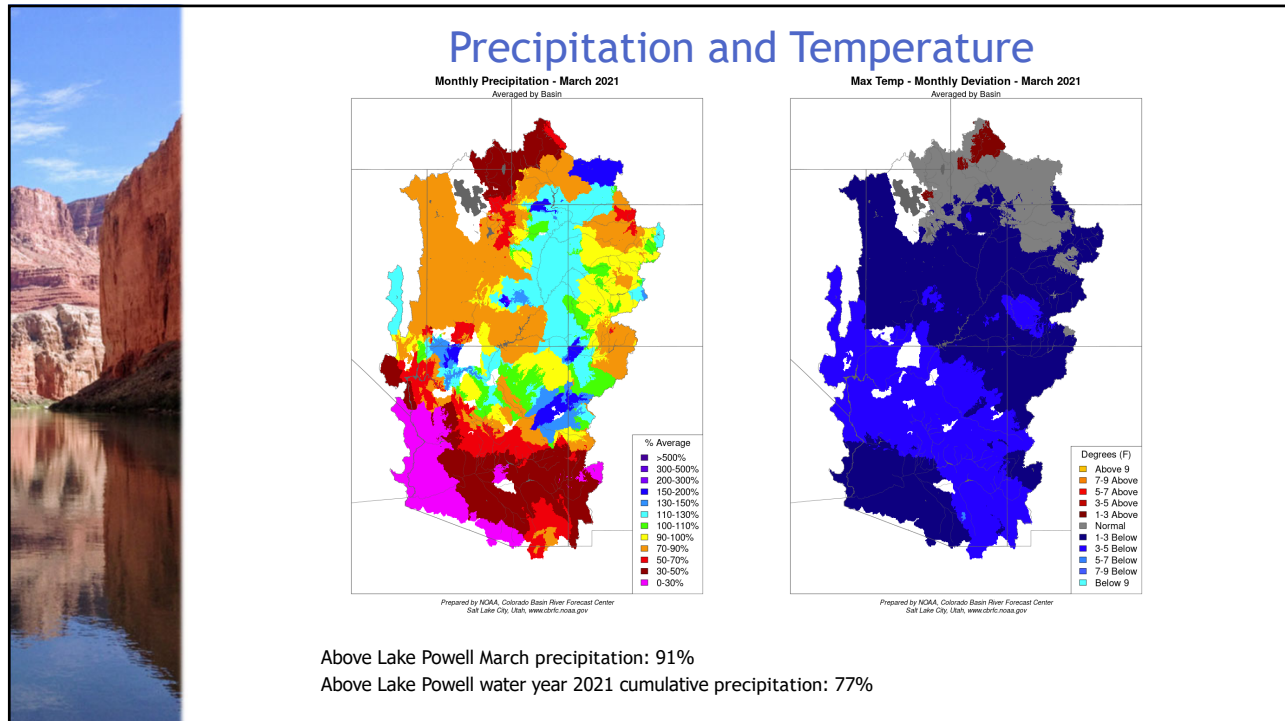
Storage	Elevation (f)	% Capacity	Change since last year
Lake Mead	1,084.0	40%	-14.1 ft
Lake Powell	3,566.2	36%	-34.3 ft

Data retrieved April 5, 2021

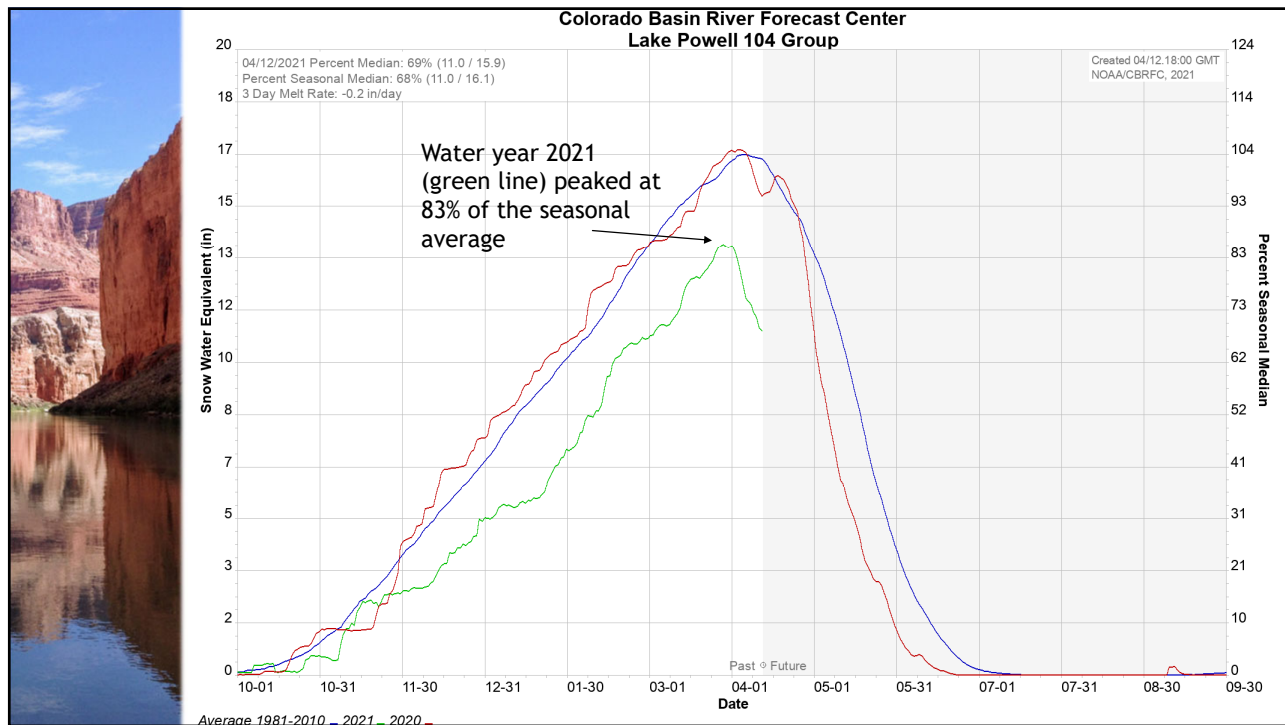
¹ Water year is defined as October through September.

² Based on 2020 consumptive use and storage volumes through 2020.

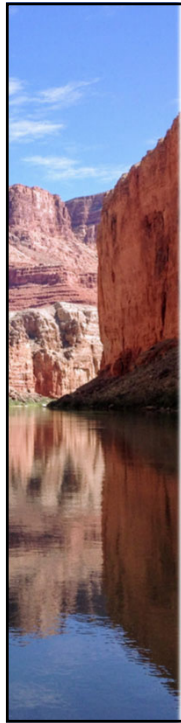
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3



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Unregulated Inflow, Current and Projected Reservoir Status

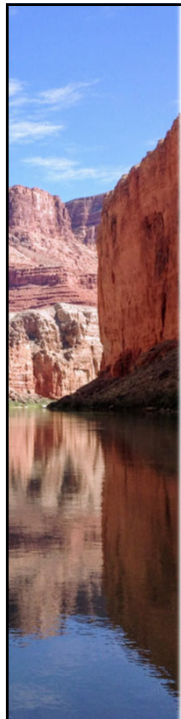
Projected unregulated inflow to Lake Powell	Acre-Feet	% Average
Water Year 2021	4,897,000	45%
April thru July 2021	3,200,000	45%

Reservoir	Current Elevation	Current Storage Acre-Feet	Current % Capacity	Projected Elevation on 1/1/2022 ¹
Lake Mead	1,084.0	10,346,000	40%	1,068.5
Lake Powell	3,566.2	8,799,000	36%	3,550.9

Data retrieved April 5, 2021

¹ Based on Reclamation's March 2020 24 Month Study Most Probable Inflow.

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Water Use In Southern Nevada

Southern Nevada Water Use	2020 Actual Use in Acre-Feet ¹
Nevada Annual Allocation	300,000
Diversion	478,969
Return Flows	223,401
Consumptive Use	255,568
Unused Allocation Available for Banking	44,432 (15%)

Southern Nevada Water Use	Diversions	Return Flows	Consumptive Use
January - February 2021	54,961	35,673	19,288

Banked Water (through end of 2020) ¹	Acre-Feet
Ground Water Recharge in So. Nevada	357,643
Banked in Lake Mead	865,741
Banked in California and Arizona	944,071
Total	2,167,455

¹ Water accounting totals for 2020 are provisional.

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**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM D
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

For Possible Action: Consideration of and possible action to approve a four-year Contract No. ES-21-01 in the amount of \$860,000 for Engineering Services between Mesa Associates, Inc., and the Colorado River Commission of Nevada (Commission).

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends approval of a four-year contract in the amount of \$860,000 for Engineering Services between Mesa Associates, Inc. and the Commission and to authorize the Executive Director to sign it on behalf of the Commission.

FISAL IMPACT:

Four-year contract with a not to exceed amount of \$860,000.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

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

The Commission's staff includes an in-house electrical engineer to provide engineering support for the system. As a result, Commission staff is capable of performing many routine engineering support functions. However, the Commission occasionally requires further engineering support for its operation and maintenance functions and to assist with the preparation of designs of ongoing and future projects for the agencies it serves.

The areas of expertise required periodically include, civil engineering for foundation, grading and structural design; communication engineering for assistance with the Commission's fiber optic and microwave radio communication system; and system studies. On a less frequent basis, the Commission requires expertise in environmental engineering and structural engineering for minor projects and problems.

B. Request for Proposals for Engineering Firms

Commission Staff began the process of recruiting qualified engineering firms through a Request for Proposals (RFP) process in March of 2021. The RFP for engineering services was posted in the Las Vegas Review Journal, Reno Gazette Journal, on the Commission website and on NVEPro beginning on March 1, 2021. In addition to being posted, it was also sent to 38 vendors directly via email.

Deadline for submissions ended at 1:59 p.m. on April 26, 2021. The Commission received a total of eight submissions. The evaluation period took place from May 3, 2021 – May 7, 2021.

Continued on next page...

AGENDA ITEM D - STAFF COMMENTS AND BACKGROUND (CONTINUED) :

C. Agreement for Consideration

The agreement for Commission's consideration today is with the firm Mesa Associates, Inc. The firm is a multi-discipline engineering company with expertise in all areas that may be required by the Commission's operation and maintenance function and for construction projects.

The agreement proposes to retain the services of Mesa Associates, Inc. for an initial contract term of four years, anticipated to begin subject to Board of Examiners approval. Work under the agreement will be authorized by Commission Staff, as needed through the development and execution of written task authorizations. The total combined value of task authorizations under this agreement shall not exceed \$860,000 over the term of the contract.

CETS#
RFP# ES-21-01

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Avenue, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
Email:	breese@crc.nv.gov

Contractor Name:	Mesa Associates, Inc.
Address:	629 Market St., Suite 200
City, State, Zip Code:	Chattanooga, TN 37402
Contact:	Reggie Headrick
Phone:	423-424-7300
Fax:	423-424-7303
Email:	rheadrick@mesainc.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

CETS#
RFP# ES-21-01

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Upon Board of Examiners Approval	To:	09/01/2025
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK and COST SCHEDULE
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	STATE SOLICITATION #69CRC-S1506
ATTACHMENT D:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ Agreed	per	Task Authorization
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Total Contract Not to Exceed:	\$860,000
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. INSPECTION & AUDIT.

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section. These inspection and audit rights will not apply to any agreed-upon fixed rates or percentage multipliers, or any rates, charges, costs, hours worked, or expenses related to services performed on a lump sum or fixed price basis.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or

- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected, or that a cure of the declared breach has been commenced. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so, requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect, and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed one hundred and fifty percent (150%) of the Contract maximum "not to exceed" value. The above limitation of liability for Contractor's breach shall not apply to Contractor's tort liability which shall not exceed fifteen million dollars (\$15,000,000). The above limitation of liability for Contractor's breach shall not apply to Contractor's gross negligence, fraud, willful misconduct, or third-party tort liability.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, pandemic,

epidemic, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases. Contractor may request a change order if its scope is materially affected by a force majeure event.

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any third-party claims for any negligent acts, errors or omissions of Contractor, its officers, employees or agents in connection with the performance of this Contract. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.
15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees, and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.

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- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall be borne by the Contractor.
- 5) Policy Cancellation: Except for ten (10) days' notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property

taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;

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- B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
- C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

MESA ASSOCIATES, INC.

Reggie Headrick

Reggie Headrick (May 27, 2021 08:35 EDT)

Reggie Headrick

Date

Senior Vice President

Independent Contractor's Title

COLORADO RIVER COMMISSION OF NEVADA

Executive Director

Eric Witkoski

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Christine Guerri-Nyhus, Deputy Attorney General for
Attorney General

Date

SCOPE OF WORK

3.1 SERVICES TO BE PERFORMED

The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system. Categories indicating the types of services that may be requested of the vendor are as follows:

3.1.1 Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system;

3.1.2 Analysis of fault data and relay target data to identify the causes of various relay operations;

3.1.3 Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines;

3.1.4 Preparation of transmission structure re-location designs;

3.1.5 Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects;

3.1.6 Preparation of spill prevention and counter control plans for substation oil containing equipment;

3.1.7 Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

3.1.8 Supervisory and data acquisition control system programming; and

3.1.9 Communication system planning and analysis, including preparation of microwave signal interference studies.

The Commission shall authorize the work of the vendor by individual tasks on an as-needed basis. The Commission may utilize the services of the vendor on all, some or none of the various categories of work listed herein.

COST SCHEDULE
Engineering Services

Vendor Name: Mesa Associates, Inc.

Direct Labor – Job Titles	Hourly Rate
A. Director, Transmission	\$ 212.35
B. Group Lead, Transmission	\$ 108.95
C. Project Manager, Transmission	\$ 160.05
D. Director, Substations	\$ 200.65
E. Senior Engineering Manager	\$ 168.30
F. Principal Power System Engineer	\$ 162.50
G. Principal Engineer	\$ 164.15
H. Senior Substation Engineer	\$ 159.40
I. Structural Engineer	\$ 148.75
J. Project Manager, Substations	\$ 131.30
K. Project Controls Specialist	\$ 63.70
L. Drafter	\$ 60.80

ATTACHMENT B

INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The State in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified above.

2. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission of Nevada be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

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

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.
- c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Nevada.

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

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

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

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

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

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

All certificates required by this Contract shall be sent directly to **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** All required sub-consultant's certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

State of Nevada

Colorado River Commission of Nevada

555 E. Washington Ave., Suite 3100
Las Vegas, NV 89101-1065



Steve Sisolak
Governor

Eric Witkoski
Executive Director

State of Nevada
Colorado River Commission of Nevada
Request for Proposal: ES-21-01
For
ENGINEERING SERVICES

Release Date: 03/01/2021

Deadline for Submission and Opening Date and Time: April 26, 2021 @ 2:00 pm

For additional information, please contact:

Robert D. Reese, Assistant Director, Engineering and Operations

State of Nevada, Colorado River Commission of Nevada

555 E. Washington Avenue, Suite 3100

Las Vegas, NV 89101-1065

Phone: 702-486-2670

Email address: breese@crc.nv.gov

Refer to Section 9 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP ES-21-01**Vendor Shall:**

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V3 shall be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name		

V2	Company Address		
	Street Address:		
	City, State, Zip Code:		

V3	Telephone Numbers			
		Area Code	Number	Extension
	Telephone:			
	Fax:			
	Toll Free:			

V4	<i>Contact Person for Questions / Contract Negotiations, including address if different than above</i>	
	Name:	
	Title:	
	Address:	
	Email Address:	
	Telephone Number:	
	Fax:	

V5	<i>Name of Individual Authorized to Bind the Organization</i>	
	Name:	
	Title:	

V6	Signature (<i>Individual shall be legally authorized to bind the vendor per NRS 333.337</i>)	
	Signature:	Date:

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Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm

PROJECT OVERVIEW

The Colorado River Commission of Nevada (CRCNV) is seeking proposals from qualified vendors to provide engineering services on an as needed basis to assist the CRCNV with projects associated with the operation and maintenance of its high-voltage electrical transmission and distribution system. The CRCNV desires to contract with one or more engineering firms for the performance of professional services.

ACRONYMS/DEFINITIONS

For the purposes of this RFP, the following acronyms/definitions will be used:

Acronym	Description
<i>Assumption</i>	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.
<i>BOE</i>	State of Nevada Board of Examiners
<i>CRCNV</i>	Colorado River Commission of Nevada
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS §333.020(5) (b).
<i>Contract Approval Date</i>	The date the State of Nevada Board of Examiners officially approves and accepts all contract language, terms and conditions as negotiated between the State and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.
<i>Contractor</i>	The company or organization that has an approved contract with the State of Nevada for services identified in this RFP. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.

Acronym	Description
<i>Evaluation Committee</i>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the RFP.
<i>Key Personnel</i>	Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable.
<i>LOI</i>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>NOA</i>	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this RFP and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Records</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>RFP</i>	Request for Proposal; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

Acronym	Description
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this RFP.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1st, July 4th, November 11th or December 25th falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

SCOPE OF WORK

3.1 SERVICES TO BE PERFORMED

The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system. Categories indicating the types of services that may be requested of the vendor are as follows:

3.1.1 Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system;

3.1.2 Analysis of fault data and relay target data to identify the causes of various relay operations;

3.1.3 Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines;

3.1.4 Preparation of transmission structure re-location designs;

3.1.5 Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects;

3.1.6 Preparation of spill prevention and counter control plans for substation oil containing equipment;

3.1.7 Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

3.1.8 Supervisory and data acquisition control system programming; and

3.1.9 Communication system planning and analysis, including preparation of microwave signal interference studies.

The Commission shall authorize the work of the vendor by individual tasks on an as-needed basis. The Commission may utilize the services of the vendor on all, some or none of the various categories of work listed herein.

COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

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

Question	Response
Company Name:	
Ownership (sole proprietor, partnership, etc.):	

Question	Response
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

- 4.1.2 Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada. The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a company’s corporate headquarters. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.
- 4.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State’s Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.
- 4.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State’s Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at <http://nvsos.gov>.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

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

Yes		No	
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If “No,” provide explanation.

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

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

Yes		No	
-----	--	----	--

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

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

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

Yes		No	
-----	--	----	--

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

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

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

Does any of the above apply to your company?

Yes		No	
-----	--	----	--

If “Yes”, please provide the following information. Table can be duplicated for each issue being identified.

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

- 4.1.9 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP ES-21-01.***
- 4.1.10 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.
- 4.1.11 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.
- 4.1.12 Financial information and documentation to be included in accordance with ***Section 9.5, Part III - Confidential Financial Information.***
- 4.1.12.1 Dun and Bradstreet Number
- 4.1.12.2 Federal Tax Identification Number
- 4.1.12.3 The last two (2) years and current year interim:
- A. Profit and Loss Statement
 - B. Balance Statement

4.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	
-----	--	----	--

If “Yes”, vendors shall:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:
 - A. Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and
 - B. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Provide the same information for any proposed subcontractors as requested in **Section 4.1, Vendor Information**.
- 4.2.1.4 Business references as specified in **Section 4.3, Business References** shall be provided for any proposed subcontractors.
- 4.2.1.5 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.6 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in **Section 4.2, Subcontractor Information**. The vendor shall receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

- 4.3.1 Vendors shall provide a minimum of three (3) business references from similar projects performed for private, and/or public sector clients within the last three (3) years.
- 4.3.2 Vendors shall submit **Attachment E, Reference Questionnaire** to their business references.
- 4.3.3 It is the vendor’s responsibility to ensure that completed forms are received by CRCNV on or before the deadline as specified in **Section 8, RFP Timeline** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor’s score in the evaluation process.
- 4.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per *Attachment F, Proposed Staff Resume*.

COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment I, Cost Schedule*).

Cost information *shall not* be included with the vendor's Technical Proposal, please refer to *Section 9, Proposal Submission Requirements, Format and Content*.

FINANCIAL

6.1 PAYMENT

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 30 - 45 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept

6.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed \$100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division, on behalf of CRCNV, shall accept questions and/or comments in writing regarding this RFP as noted below:

7.1 QUESTIONS AND ANSWERS

- 7.1.1 All questions regarding this RFP should be submitted using the Bid Q&A feature in NevadaEPro.
 - 7.1.1.1 To access the Bid Q&A:
 - 7.1.1.2 Log into your Seller account on NevadaEPro.
 - 7.1.1.3 Click the Bids Tab in the header.
 - 7.1.1.4 Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.
- 7.1.2 The deadline for submitting questions is as specified in Section 7, RFP Timeline.
- 7.1.3 All questions and/or comments shall be addressed using the Bid Q&A in NevadaEPro. If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in NevadaEPro and you will receive email notification.
- 7.1.4 The deadline for submitting questions is as specified in *Section 8, RFP Timeline*.

RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting set of questions	03/29/2021 @ 2:00 PM
Answers posted to website	On or about 04/05/2021
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 04/12/2021
Deadline for submission and opening of proposals	No later than 2:00 PM on 04/26/2021
Evaluation period (approximate time frame)	05/03/2021-05/07/2021
Selection of vendor	On or about 05/10/2021
Anticipated Commission Approval	On or about 06/08/2021
Anticipated BOE approval	08/10/2021
Contract start date (contingent upon BOE approval)	09/01/2021

PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

9.1 GENERAL SUBMISSION REQUIREMENTS

- 9.1.1 Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 9.1.2
 - 9.1.2.1 Refer to Instructions for Vendors Responding to a Bid in the Important Links section on the front page of NevadaEPro for instructions on how to submit a Quote using NevadaEPro
- 9.1.3 The Quote/Proposal shall contain a maximum of four (4) attachments which may include:
 - 9.1.3.1 Technical Proposal
 - 9.1.3.2 Confidential Technical (if applicable)
 - 9.1.3.3 Cost Proposal
 - 9.1.3.4 Confidential Financial (if applicable)
- 9.1.4 Proposals shall have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical proposal qualifies as “confidential” per NRS 333.020(5)(b).
- 9.1.5 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with ***Section 9.3, Part IB – Confidential Technical Proposal and Section 9.5, Part III - Confidential Financial Information.***
- 9.1.6 Specific references made to the section, page, and/or paragraph where the confidential information can be located shall be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 9.6, Confidentiality of Proposals.***
- 9.1.7 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State’s discretion.
- 9.1.8 Each section within the technical proposal and cost proposal shall be separated by clearly marked sections with the appropriate section number and title as specified.
- 9.1.9 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.
- 9.1.10 Assistance for persons who are disabled, visually impaired or hearing-impaired who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the CRCNV designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.11 If discrepancies are found between two (2) or more copies of the proposal, the master copy shall provide the basis for resolving such discrepancies. If one (1)

copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal. However, the State may at its sole option, select one (1) copy to be used as the master.

- 9.1.12 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section.
- 9.1.13 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 9.1.14 For purposes of addressing questions concerning this RFP, the sole point of contact shall be the contact as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.15 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive, or limit competition shall notify the sole point of contact as specified on Page 1 of the RFP, in writing, as soon as possible so that corrective addenda may be furnished by the agency in a timely manner to all vendors.
- 9.1.16 If a vendor changes any material RFP language, vendor’s response may be deemed non-responsive per NRS 333.311.
- 9.1.17 The vendor understands and acknowledges that the representations made in its proposal are material and important and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

9.2 PART IA – TECHNICAL PROPOSAL

- 9.2.1 The technical proposal shall include:
 - 9.2.1.1 One (1) PDF marked as instructed in 9.2.3.1
- 9.2.2 The Technical Proposal ***shall not include*** confidential or cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.
- 9.2.3 Format and Content

9.2.3.1 Section I – Title Page with the following information:

Part IA – Technical Proposal	
RFP Title:	Engineering Services
RFP #:	21-01
Vendor Name:	
Address:	
Proposal Opening Date:	04/26/2021
Proposal Opening Time:	2:00pm

9.2.3.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

9.2.3.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization

9.2.3.4 Section IV – State Documents

The State documents section shall include the following:

- A. The signature page from all amendments signed by an individual authorized to bind the organization.
- B. Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.
- C. Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.
- D. Attachment H – Certification Regarding Lobbying signed by an individual authorized to bind the organization.
- E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- F. Copies of applicable certifications and/or licenses.

9.2.3.5 Section V – Scope of Work

Vendors shall place their written response(s) to **Section 3, Scope of Work** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

9.2.3.6 Section VI – Company Background and References

- A. Vendors shall place their written response(s) to ***Section 4, Company Background and References*** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.
- B. This section shall also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

9.2.3.7 Section VII – Attachment F – Proposed Staff Resumes(s)

- A. Vendors shall include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.
- B. This section shall also include any subcontractor proposed staff resumes, if applicable.

9.2.3.8 Tax VIII – Other Informational Material

Vendors shall include any other applicable reference material in this section clearly cross referenced with the proposal.

9.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

9.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information (***Refer to Attachment A, Confidentially and Certification of Indemnification***).

9.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

9.3.2.1 Section I – Title Page with the following information:

Part IB – Confidential Technical Proposal	
RFP Title:	Engineering Services
RFP #:	ES-21-01
Vendor Name:	
Address:	
Proposal Opening Date:	04/26/2021
Proposal Opening Time:	2:00 pm

9.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

9.4 PART II – COST PROPOSAL

9.4.1 The cost proposal shall include:

9.4.1.1 One (1) PDF as instructed in 9.4.3.1

9.4.2 The Cost Proposal ***shall not*** be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

9.4.3 Format and Content

9.4.3.1 Section I – Title Page with the following information:

Part II – Cost Proposal	
RFP Title:	Engineering Services
RFP #:	21-01
Vendor Name:	
Address:	
Proposal Opening Date:	04/26/2021
Proposal Opening Time:	2:00 pm

9.4.3.2 Section II – Cost Proposal

Vendor’s response for the cost proposal shall be included in this section.

9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

9.5.1 Vendors only need to submit Part III if the proposal includes any confidential financial information (*refer to Attachment A, Confidentiality and Certification of Indemnification*).

9.5.2 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

9.5.2.1 Section I – Title Page with the following information:

Part III – Confidential Financial Information	
RFP Title:	Engineering Services
RFP #:	21-01
Vendor Name:	
Address:	
Proposal Opening Date:	04/26/2021
Proposal Opening Time:	2:00 pm

9.5.2.2 Section II - Financial Information and Documentation

Vendors shall place the information requested in ***Section 4.1.12*** in this section.

9.6 CONFIDENTIALITY OF PROPOSALS

9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

- 9.6.2 Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the proposal marked “confidential” conforms to NRS 333.333, which states “Only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5)”. Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State of Nevada.
- 9.6.3 Vendors acknowledge that material not marked as “confidential” shall become public record upon contract award.
- 9.6.4 It is the vendor’s responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damage caused by release of said information.

9.7 PROPOSAL PACKAGING

- 9.7.1 Vendors shall submit their proposals through the State electronic procurement website, <https://NevadaEPro.com>, in accordance with the instructions below.
- 9.7.2 Proposals shall be received via <https://NevadaEPro.com> no later than the date and time specified on the General Tab of the Bid Solicitation in NevadaEPro. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in NevadaEPro. In the event that dates, and times specified in this document and dates times specified in NevadaEPro conflict, the dates and time in NevadaEPro shall take precedence.
- 9.7.3 Proposals submitted as physical copies, email, or any submission method other than via NevadaEPro shall not be considered.
- 9.7.4 Proposals shall be received at the address referenced above no later than the date and time specified in ***Section 8, RFP Timeline***. Proposals that do not arrive by proposal opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the above stated deadline.
- 9.7.5 The State shall not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared.
- 9.7.6 Email or facsimile proposals shall not be considered.

PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor’s proposal.

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria. The following criteria are listed in order of importance.

Criteria Description	Weight
<input type="checkbox"/> Demonstrated competence	25%
<input type="checkbox"/> Experience in performance of comparable engagements	25%
<input type="checkbox"/> Conformance with the terms of this RFP	15%
<input type="checkbox"/> Expertise and availability of key personnel	25%
<p>Cost</p> <p>Cost proposals shall be evaluated based on the following formula:</p> $\frac{\text{Lowest Cost Submitted by a Vendor}}{\text{Proposers Total Cost}} = \text{Price Factor}$ $\text{Price Factor} \times \text{Weight} = \text{Cost Criteria Score}$	10%

10.1.1 Presentations

- 10.1.1.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
- 10.1.1.2 The State, at its option, may limit participation in vendor presentations to those vendors receiving at least 75% of the total combined available points for technical and cost proposals.
- 10.1.1.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

- 10.2 Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its 'principal place of business' is in Nevada, as identified in **Section 4.1, Vendor Information**, or that a 'majority of goods provided for the contract are produced' in Nevada. The preference will be applied to the total score.

- 10.3 Financial stability shall be scored on a pass/fail basis.

- 10.4 Proposals shall be kept confidential until a contract is awarded.

- 10.5 The evaluation committee is an independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.

- 10.6 The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.
- 10.7 Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.
- 10.8 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 10.9 A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal. Notice of Award (NOA). If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.10 A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.
- 10.11 Pursuant to NRS 333.700, any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners.

TERMS AND CONDITIONS

11.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

- 11.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.1.4 The failure to separately package and clearly mark **Part IB and Part III** – which contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.5 Pursuant to NRS 333.350, the State reserves the right to reject any or all proposals received prior to contract award.
- 11.1.6 Pursuant to NRS 333.350, the State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State.
- 11.1.7 Pursuant to NRS 333.335, the State shall not be obligated to accept the lowest priced proposal, however, shall make an award in the best interest of the State of Nevada after all factors have been evaluated.
- 11.1.8 Any irregularities or lack of clarity in the RFP shall be brought to the attention of Agency designee's as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the project/contract, may be rejected.
- 11.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.
- 11.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).
- 11.1.12 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State's option and at the vendor's request and expense. The masters of the technical proposal, confidential technical proposal, cost proposal and confidential financial information of each response shall be retained for official files.

- 11.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAP Chapter 333.
- 11.1.16 NRS 333.290 grants a preference to materials and supplies that can be supplied from a “charitable, reformatory or penal institution of the State” that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.
- 11.1.17 Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor’s proposal.

- 11.1.1 The awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.1.2 The awarded vendor shall maintain, for the duration of its contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 11.1.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.1.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded vendor’s proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor’s proposal, the RFP, and the awarded vendor’s proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify

vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP.

- 11.1.5 State agencies and local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and may join or use any contract resulting from this RFP subject to Nevada law. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.1.6 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.1.7 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

11.1.8 Award of Related Contracts

- 11.1.8.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
- 11.1.8.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

11.1.9 Products and/or Alternatives

- 11.1.9.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.
- 11.1.9.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

11.1.9.3 The State, at its sole discretion, shall determine if the proposed alternative meets the intent of the original RFP requirement.

11.1.10 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

11.1.11 Inspection/Acceptance of Work

11.1.11.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

11.1.11.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

11.1.11.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

11.1.12 Travel

If travel is required, the following processes shall be followed:

11.1.12.1 All travel shall be approved in writing in advance by the Department.

11.1.12.2 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

11.1.12.3 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.

11.1.12.4 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

11.1.12.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

11.1.13 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the

work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

11.1.14 Right to Publish

11.1.14.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to the Agency Head or designee.

11.1.14.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Agency Head or designee.

11.1.14.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

11.1.14.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Agency Head or designee.

11.1.14.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per **Section 11.3.7.2** prior to the release of any information pertaining to work or activities covered by the contract.

11.1.15 Protection of Sensitive Information

11.1.15.1 Sensitive information in existing legacy applications shall encrypt data as is practical.

11.1.15.2 Confidential personal data shall be encrypted.

11.1.15.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

11.1.15.4 Sensitive Data shall be encrypted in all newly developed applications.

SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that shall be submitted in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Part IA – Technical Proposal Submission Requirements		Completed
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VII	Attachment F – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
Part IB – Confidential Technical Proposal Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross references back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Part II submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Cost Proposal	
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
CD or Flash Drive Required		
One (1)	Master CD or Flash Drive with the technical and cost proposal contents only	
One (1)	Public Records CD or Flash Drive with the technical and cost proposal public record contents only	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder/file marked “**Part IB – Confidential Technical**” and “**Part III - Confidential Financial Information**”.

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packaging requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO	

Company Name

Signature

Print Name

Date

This document shall be submitted in Section IV of vendor’s technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

This document shall be submitted in Section IV of vendor's technical proposal
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ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the contract form with their proposal.

Attachment C – Contract Form may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.

ATTACHMENT D – INSURANCE SCHEDULE FOR RFP ES-21-01

Vendors shall review the Insurance Schedule, as this shall be the schedule used for the Scope of Work identified within the RFP.



Adobe Acrobat
Document

ATTACHMENT E – REFERENCE QUESTIONNAIRE

The State of Nevada requires proposing vendors to submit business references. The purpose of these references is to document the experience relevant to the Scope of Work identified within the RFP and aid in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor shall complete Part A of the Reference Questionnaire.
2.	Proposing vendor shall send the following Reference Questionnaire to each business reference listed for completion of Part C and Part D.
3.	<p>Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:</p> <p style="padding-left: 40px;">State of Nevada, Colorado River Commission of Nevada Subject: RFP ES-21-01 Attention: Robert D. Reese Email: breese@crc.nv.gov Fax: 702-486-2695</p> <p>Please reference the RFP number in the subject line of the email or on the fax.</p>
4.	The completed Reference Questionnaire shall be received <i>no later than 4:30 PM PT on 04/12/2021</i>
5.	Business references are not to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Attachment E – Reference Questionnaire may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.

ATTACHMENT F – PROPOSED STAFF RESUME

Attachment F – Proposed Staff Resume may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.

ATTACHMENT G – COST SCHEDULE

Attachment G – Cost Schedule may be accessed and downloaded from the attachments tab in NevadEpro.com or by accessing the solicitation from the “Open Bids” selection on NevadaEPro.com prior to signing into an account.

Attachment C

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Avenue, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
Email:	breese@crc.nv.gov

Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

Attachment C

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	09/01/2021	To:	09/01/2025
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS (if needed)
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	STATE SOLICITATION # and AMENDMENTS #
ATTACHMENT D:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ Agreed	per	Task Authorization
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Total Contract Not to Exceed:	\$860,000
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

Attachment C

9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

Attachment C

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any

Attachment C

breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

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

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

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

Attachment C

- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

Attachment C

19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform

Attachment C

to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

Attachment C

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

Independent Contractor's Signature

Date

Independent Contractor's Title**COLORADO RIVER COMMISSION OF NEVADA**

Executive Director

Eric Witkoski

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Christine Guerci-Nyhus, Deputy Attorney General for
Attorney General

Date

ATTACHMENT D

INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The State in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, his agents, representatives, employees, or sub-consultants. Consultant is free to purchase such additional insurance as may be determined necessary.

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

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

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified above.

2. **Automobile Liability**

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

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

- a. The policy shall be endorsed to include the following additional insured language: "The State of Nevada, Colorado River Commission of Nevada be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.

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

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

- a. Policy shall contain a waiver of subrogation against the State of Nevada.
- b. Consultant's sub-consultants shall be subject to the same minimum requirements identified in this section.
- c. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

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

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Nevada.

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

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

C. **NOTICE OF CANCELLATION:** Contractor shall for each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice been given to the State, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. Should contractor fail to provide State timely notice, contractor will be considered in breach and subject to cure provisions set forth within this contract.

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

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

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

All certificates required by this Contract shall be sent directly to **Robert Reese, 555 E. Washington Ave., Suite 3100, Las Vegas, NV 89101**. The State project/contract number and project description shall be noted on the certificate of insurance. The State reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** All required sub-consultant's certificates and endorsements are to be received and approved by the State before work commences. All insurance coverages for sub-consultants shall be subject to the minimum requirements identified above, unless otherwise specified in this Contract.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the State Attorney General's Office or the Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

Attachment F

PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff.

Company Name Submitting Proposal:	
--	--

Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.

Contractor:		Subcontractor:	
--------------------	--	-----------------------	--

The following information requested pertains to the individual being proposed for this project.

Name:		Key Personnel: (Yes/No)	
Individual's Title			
# of Years in Classification:		# of Years with Firm:	

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Insert required information here.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

Insert here relevant experience as it relates to this project.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Insert here the requested educational information.

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Insert here any certifications proposed individual has received.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Insert here a minimum of three (3) references with the above information.

COST SCHEDULE
Engineering Services

Vendor Name _____

Direct Labor – Job Titles	Hourly Rate
A.	\$
B.	\$
C.	\$
D.	\$
E.	\$
F.	\$
G.	\$
H.	\$
I.	\$
J.	\$



Engineers and Consultants

629 Market St.
Suite 200
Chattanooga, TN 37402
Phone: 423-424-7300
Fax: 423-424-7303



**Proposal to:
State of Nevada
Colorado River Commission of
Nevada**

**Engineering Services
RFP ES-21-01**

Mesa Proposal # 2021.00095

April 26, 2021

Contact Information

Reggie Headrick, P.E.
Sr. Vice President
Power Delivery Substation
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rheadrick@mesainc.com

Angela Cuzzort, P.E.
Director of Engineering
Power Delivery Substation
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CONFIDENTIALITY NOTICE:

This proposal and accompanying documents contain information from Mesa Associates, which is confidential or privileged. The information is intended for the individual or entity named on this document. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited.

*Engineers and Consultants***SECTION I**

Part IA – Technical Proposal	
RFP Title:	Engineering Services
RFP #:	ES-21-01
Vendor Name:	Mesa Associates, Inc.
Address:	480 Production Ave. Madison, AL 35758
Proposal Opening Date:	04/26/2021
Proposal Opening Time:	2:00pm



Engineers and Consultants

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SECTION III – VENDOR INFORMATION SHEET

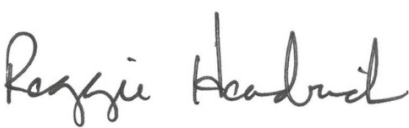
V1	Company Name		
	Mesa Associates, Inc.		

V2	Company Address		
	Street Address:	480 Production Ave.	
	City, State, Zip Code:	Madison, AL 35758	

V3	Telephone Numbers			
		Area Code	Number	Extension
	Telephone:	256	258-2100	
	Fax:	256	258-2103	
	Toll Free:			

V4	Contact Person for Questions / Contract Negotiations, including address if different than above	
	Name:	Reggie Headrick
	Title:	Senior Vice President, Power Delivery Substation
	Address:	10604 Murdock Dr, Knoxville, TN, 37932
	Email Address:	rheadrick@mesainc.com
	Telephone Number:	865-671-5408
	Fax:	865-671-5403

V5	Name of Individual Authorized to Bind the Organization	
	Name:	Reggie Headrick
	Title:	Senior Vice President, Power Delivery Substation

V6	Signature (Individual shall be legally authorized to bind the vendor per NRS 333.337)	
	Signature: 	Date: 4/26/2021



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SECTION IV – STATE DOCUMENTS

A. The signature page from all amendments signed by an individual authorized to bind the organization.
Not applicable

B. ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in a separate binder/file marked "**Part IB – Confidential Technical**" and "**Part III - Confidential Financial Information**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packaging requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	RH
Justification for Confidential Status (N/A)			
Part III – Confidential Financial Information			
YES	RH	NO	
Justification for Confidential Status			
Mesa is a privately-owned company. The submission of our Dun and Bradstreet Number, our Federal Tax Identification Number, and our Financial Statements are strictly provided for the purpose of demonstrating financial solvency to the State of Nevada.			
A Public Records CD or Flash Drive has been included for the Technical and Cost Proposal			
YES		NO	RH

Mesa Associates, Inc.

Company Name

Reggie Headrick

Signature

Reggie Headrick

Print Name

4/26/2021

Date



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C.**ATTACHMENT B – VENDOR CERTIFICATIONS**

Vendor agrees and shall comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.
- (6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.
- (7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Mesa Associates, Inc.

Vendor Company Name

Vendor Signature

Reggie Headrick

Print Name

4/26/2021

Date



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D. Attachment H – Certification Regarding Lobbying

Mesa was unable to locate an Attachment H in any of the RFP documents, or on the NevadaEPro website. However, we took the liberty of using the same language from another State of Nevada bid in the assumption this will suffice. (Bid Solicitation: 99SWC0-S107)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By:

4/26/2021

Signature of Official Authorized to Sign Application

Date

For: Mesa Associates, Inc.

Vendor Name

Request for Proposal: ES-21-01 for Engineering Services
Project Title



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E. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements:

Mesa uses numerous software applications in the process of performing engineering and design for its customers. Mesa can provide said software maintenance agreements upon request. As a whole, these agreements would be too voluminous to include in this proposal response.

F. Copies of applicable certifications and/or licenses.

Please see Certificate of Registration and Nevada State Business License on the following pages.



STATE OF NEVADA
BOARD OF PROFESSIONAL ENGINEERS AND LAND
SURVEYORS

CERTIFICATE OF REGISTRATION

MESA ASSOCIATES, INC.

IS HEREBY REGISTERED TO OFFER PROFESSIONAL
ENGINEERING SERVICES
IN THE STATE OF NEVADA

January 01, 2021
Date Of Registration

December 31, 2021
Expiration Date


Executive Director

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

MESA ASSOCIATES, INC.

Nevada Business Identification # NV20121019548**Expiration Date: 01/31/2022**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202101181357992

You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 01/18/2021.

Handwritten signature of Barbara K. Cegavske.

BARBARA K. CEGAVSKE
Secretary of State



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SECTION V – SCOPE OF WORK

3.1 SERVICES TO BE PERFORMED

The services to be performed by the vendor consist of engineering, drafting, and analysis, as may be required from time to time, for (1) the routine operation and maintenance of a high voltage transmission and distribution system, or (2) the upgrade, repair or extension of a high voltage transmission and distribution system. Categories indicating the types of services that may be requested of the vendor are as follows:

3.1.1

Preparation of fault duty studies, relay coordination studies, load flow studies and other similar type system studies needed to effectively monitor and control the electric system.

Mesa is well-positioned to provide fault duty, relay coordination, load flow, and other similar system studies for CRCNV. Our System Studies group has over 200 years of combined experience in electric power system analyses, encompassing all the studies specified by CRCNV and other power system studies. Our staff is comprised of engineers with a wide range of experience from both the utility and consulting industries. Our engineers have experience with various software tools, including PSS/E, PSLF, TARA, Aspen, CAPE, ETAP, Mathcad, PSCAD, and EMTP. Our protection engineers have experience with SEL 300, 400, 500, and 700 series, GE SR, and UR series, Beckwith, Siemens, and ABB relays.

Mesa employees have performed numerous fault duty studies, relay coordination studies, and load flow studies as a consultant to or while employed by multiple companies, including the following: Public Service Company of New Mexico, Ameren, American Electric Power, American Transmission Corporation, Central Louisiana Electric, First Energy, Duke Energy, and Dominion.

3.1.2

Analysis of fault data and relay target data to identify the causes of various relay operations

Mesa is well-positioned to identify the causes of various relay operations for CRCNV. Our engineers have extensive experience in the analysis of system disturbances, including the analysis of relay target data and more comprehensive data provided by system monitoring equipment (e.g., DFR's, SEL relays). Our engineers have analyzed both local and regional system events/disturbances. This includes investigations of typical faults (e.g., line faults, transformer faults, substation equipment faults) and relay/breaker operations caused by less typical events (e.g., system power swings). Our engineers have extensive experience in investigating both transmission and distribution faults/events.

Mesa employees have performed numerous fault and disturbance investigations as consultants to or while employed by multiple companies, including the following: Public Service Company of New



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Mexico, Ameren, American Electric Power, American Transmission Corporation, Central Louisiana Electric, First Energy, and Duke Energy.

3.1.3

Preparation of right-of-way encroachment analysis, including phase-to-phase clearance requirements from planned third party transmission lines

Mesa is well versed in identifying right-of-way encroachments and then getting the encroachments addressed in the field as defined by policies, procedures, or standards of our client. Our experienced associates have worked with various encroachments for overhead transmission rights-of-way, including third-party transmission or distribution lines, gas pipelines, gas distribution lines, sewer lines, water lines, manholes, deer stands, pools, buildings, and any other miscellaneous encroachment on the right-of-way.

If the encroachment is allowed on the transmission right-of-way, then Mesa's experienced associates can prepare analyses using GIS, AutoCAD, or MicroStation for visual exhibits or Excel spreadsheets for encroachment summaries. If the encroachment is not allowed on the transmission right-of-way, Mesa has experienced right-of-way agents to assist the utility in notifying customers who have non-approved encroachments to remove these encroachments to enhance the safety and reliability of the transmission system.

For third party transmission line or distribution line encroachment analysis, Mesa has a deep bench of transmission line engineers who can utilize PLS-CADD to model the existing transmission line and the proposed third party line to make sure it meets NESC, GO-95 (CA), or the utility clearance standards at various sag conditions. After this analysis is performed, Mesa's transmission line engineers will either approve the plan or make recommendations to the third party to alter their design if the clearances are not met.

From a right-of-way perspective, Mesa has been providing right-of-entry/easement services for various electrical utilities since 2007. We approach each project by first gaining a thorough understanding of our customer's needs. We can then apply the most appropriate and effective resources to ensure quality and completeness to satisfy our client's requirements. Our range of experience allows us to approach each realty project with a good understanding of state and local requirements used to acquire electrical utility easements and fee property tracts. Our key areas of expertise include:

- *Feasibility Studies*
- *Route & Site Selection*
- *Preliminary Title Notes*
- *Title Research & Limited Title Certificates*
- *Property Owner Identification*
- *Line List Development*



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- **Attorney's Opinion of Title**
- **Due Diligence**
- **Survey Permission & Assistance**
- **Appraisals**
- **Acquisition of Easements, Leases & Fee Purchases**
- **Property Legal Descriptions**
- **Permitting—Municipal, County, State, Federal**
- **Native American Land Negotiations**
- **Database Administration**
- **Document Preparation & Management**
- **Construction Support & Damage Settlement**
- **GIS Mapping & Property Plats**
- **Field Office Location & Set-up**
- **Eminent Domain Support**
- **Agent Training & Development**

3.1.4

Preparation of transmission structure re-location designs

Mesa has executed power delivery projects for major utilities, including AEP, Duke Energy, Southern Company, Exelon, Dominion, PG&E, and Southern California Edison. In fact, over the last year, Mesa has performed nearly 800 projects for its numerous transmission and distribution clients. As a result, Mesa has developed a broad portfolio of transmission line relocations, including the use of our siting, survey, structural, and foundation design services. One of the project-specific examples of these services is provided below:

An example of Mesa's capability to relocate transmission structures is the Reservation Switching Station project. A new Reservation switching station was scheduled for construction next to Wilson Dam. All the existing 161-kV transmission lines had to be relocated from Wilson Dam to the new switching station. Mesa's engineers worked with TVA to identify the best route and new arrangement of the lines to minimize outages and ensure that construction was performed in stages. Mesa conducted field surveys that included a LiDAR survey to obtain ground profiles and topographic features and identify centerlines and stake structures. The office survey work involved included the preparation of plan and profile drawings for design use. The structural engineering work included designing new TP poles and foundations. Load tree drawings were prepared for the TP poles, and review manufacturer calculations and fabrication drawings were completed. The transmission line design involved relocating eight existing 161-kV lines and two 46-kV lines supported by TP poles and direct embed guyed poles. All existing documents were modified to reflect new line names.



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3.1.5

Preparation of designs and specifications for replacement, repair, modification, upgrade or extension projects

Mesa can complete any substation or transmission project successfully. We are experienced in all voltage levels from 69 kV through 500 kV. Our highly qualified and experienced staff of engineers and designers can:

- *Plan, identify and evaluate alternatives*
- *Produce specifications diagrams for power and telecommunication projects*
- *Specify equipment requirements*
- *Purchase equipment*
- *Review and approve vendor drawings*
- *Evaluate alternate sites for layout adequacy and transmission access*
- *Prepare environmental impact statements*
- *Develop environmental preservation plans*
- *Provide core borings*
- *Perform soil resistivity testing and grounding analysis*
- *Provide topographic surveys*
- *Produce detailed engineering and design for all required transmission/telecommunication system facilities*
- *Write Isolation and Restoration Work Plans*
- *Participate in the engineering change modification process,*
- *Interface with construction to ensure projects are completed on schedule as a quality, reliable, affordable facility.*

The line routing and structure analysis are one of the most critical steps of the project as it outlines the basis of the design work. As a first step to the pre-design phase, a study is done to determine the most economical and suitable structures and layout.

Transmission line design, configuration, and spans will be optimized using available structure types to accomplish the optimum design. Structure selection will vary based on client standards, terrain, accessibility, and environmental impact requirements.

In addition to the structure study, Design Criteria is another essential document to be prepared and submitted for acceptance to CRCNV. Once approved, this document will form the basis of our design for further structure layout.

Typical line design activities include:

- *OH Transmission Line Engineering - Layout*
- *Line Route Selection/Optimization*



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- **Conceptual Designs for Transmission Lines**
- **Preliminary design layout**
- **Cost-benefit analysis for various Design options**
- **Structure Selection**
- **Creating the Line Design Criteria**
- **Structure placement/proximity assessment by Site visits and calculations**
- **Structure strength analysis and resolution**
- **Preparation of PLS-Pole/PLS-CADD design for project**
- **Slack span studies for optimal substation A-Frame designs**
- **Insulation Coordination study**
- **Cost Estimates**
- **Detailed Design**
- **Construction support and field inspections**
- **OH Transmission Line Engineering - Structural and Materials**
- **Creation of Hardware Design Requirement Drawings**
- **Structure optimization**
- **Structure optimization study**
- **Material procurement and quality control**
- **Ground Survey scope of work**
- **GIS Mapping - preparing alignment sheets and supporting route selection**
- **Lidar & Ground Survey acquisition, QA/QC, processing, and integration**

Mesa is experienced with all types of structure materials and configurations, enabling us to provide the proper recommendations on the preferred option to CRCNV for acceptance before proceeding with the engineering portion of the scope of work.

The detailed design will be managed and controlled according to Mesa's Quality Management System. Deliverables will be prepared, reviewed, and checked in a multi-stage approach. CRCNV will be invited to review the work at key stages or as per their requirements.

We understand that foundations can present significant cost challenges when designing a transmission line, especially when the transmission line covers a long distance. Therefore, Mesa will investigate and propose a range of foundation designs for various structure types and design requirements.

We are a full-service substation design provider. Our team offers structural design, civil design, protection and control design, SCADA design, protective relay settings, construction oversight, and commissioning.

Typical substation design activities include:

- **Conceptual Designs**
- **Long Lead Time Equipment Specifications**
- **Permitting Plans**



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- **Cost Estimates**
- **Equipment Sizing Studies**
- **Grounding Analysis**
- **Illumination Studies**
- **Duct Bank Designs**
- **Underground Cable Pulling Calculations**
- **Bus Deflection Calculations**
- **Protection and Control System Design**
- **SCADA System Design and Configuration**
- **Station Service Design and Loading Analysis**
- **Preliminary Equipment Layouts**
- **Physical Structure Design**
- **Insulation Coordination Studies**
- **Electrical Equipment Application and Specifications**
- **Detail Bill of Material**
- **Protective Relay Settings and Coordination**
- **Material Procurement Services**
- **Project Management**
- **Relay Testing and Commissioning**
- **Construction Management**

Mesa is experienced with all substation configurations, equipment, and materials to provide the optimal solution for whatever situation CRCNV finds itself in. Mesa promotes strong communication channels. This will assure CRCNV the opportunity to accept the key design decisions before proceeding with the engineering portion of the scope of work.

As is the case with all work performed by our transmission and substation groups, the detailed design will be managed and controlled according to Mesa's Quality Management System. Deliverables will be prepared, reviewed, and checked in a multi-stage approach. CRCNV will be invited to review the work at key stages or as per their requirements.

3.1.6

Preparation of spill prevention and counter control plans for substation oil containing equipment;

Mesa has provided over 300+ Spill Prevention Control and Countermeasure (SPCC) designs and assessment updates in recent years. Containment methods used in the SPCC plans include compacted (impervious) berms, compacted drive-overs, CI-Agent berms (loose stone that allows water flow covering CI-Agent fabric), Strong-wall systems, concrete drainage pits connected to an oil-water separator, Petro Plug, or sump pumps with oil-smart cutoff switch. Some of the remediation/repairs of existing containment methods included in the SPCC plan involved rebuilding berms, rerouting berms, repairing masonry knee-walls, regrading portions of the site, and installing



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additional CI-Agent. Some sites required modification to prevent oil-contaminated water from entering the cable trench and exiting the site through drains. Mesa has provided these services to numerous utilities across the country and has the ability and expertise to provide cost-effective solutions to our customer's needs.

3.1.7

Preparation of standard operating procedures, preventative maintenance programs, site security reviews and emergency response plans;

With over 30 years of proven transmission, sub-transmission, and distribution line design experience at voltage levels ranging from 4 kV to 500 kV, the Mesa team has the in-house capability to complete all facets of transmission, sub-transmission, and distribution design, including overhead, underground, and maintenance support. Our business unit has been performing overhead transmission engineering services for over 31 years at the 66 kV, 115 kV, 220 kV, and 500 kV voltage levels. We have also provided maintenance support services at the 66 kV, 115 kV, 220 kV, and 500 kV voltage levels. Many of the associates we hire have previous utility experience, which allows us to provide operations and maintenance services in addition to traditional engineering services.

Our engineers have had experience in leading operation centers actively involved in emergency response situations such as ice storms, site breach, employee injuries, vehicle accidents. Additionally, we have developed emergency response plans for loss of critical facilities.

3.1.8

Supervisory and data acquisition control system programming

Mesa engineers provide SCADA system design for distribution and transmission substations. The design includes specifying communication and SCADA equipment, communication one-line design and review, fiber optics redundancy design, point list development, communication setup for SEL, GE, and Beckwith relays, programming RTUs such as SEL-3530, SEL-3555, Axion, Novatech Orion, HMI development using Diagram Builder, Inkscape, Subnet and ClearView, data reporting and trending, security gateway programming such as SEL3610 and SEL3620, PDC (Station Phasor Data Concentrator) SEL-3573 programming and field testing and commissioning.

3.1.9

Communication system planning and analysis, including preparation of microwave signal interference studies.

Mesa has performed various Telecommunication Studies for its customers. These studies include radio interference studies utilizing the software PATHLOSS. The software incorporates the network display and the automated linking and design features for point-to-point radio links. It considers



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the terrain data, the necessary antenna heights, diffraction, transmission analysis, and reflections in its multipath analysis. Mesa has also performed battery calculations and grounding studies associated with telecommunication system designs.

Additionally, Mesa has performed over 250 telecommunication system design projects for its clients over the past three years in 187 unique locations. Project scopes have included:

- ***SCADA Replacements***
- ***LAN/WAN Designs***
- ***Microwave Repeater Replacements***
- ***SONET Multiplexer upgrades***
- ***Strategic Fiber projects***
- ***Ethernet Transport Projects***
- ***Teleprotection Installations, revisions, and upgrades***
- ***DCS system replacements***
- ***Solar Facility Studies***
- ***Tower Lighting Upgrades***
- ***Power Line Carrier projects***
- ***Coordination with the Customer's IT for installation of IT IDS equipment***
- ***Telecomm Asset Entry for all applicable equipment packages***
- ***Mesa has completed 16 CIP v5 compliance projects at 500kV sites***

Our full-service engineering support for the design of electric distribution telecommunication systems includes:

Microwave radio	Closed-circuit television	SCADA
Power line protection (TT&PR systems)		Power line carrier
Original or modified designs for fiberoptic		

Mesa will bring the same commitment to quality and integrity to support CRCNV that we provide to all our clients. We remain committed to providing our clients with expert and responsive service, meeting the scope and timing requirements of the customer.

The specified scope of work is an excellent fit with our team's expertise. Nothing in the specified scope is new to Mesa, so with Mesa, CRCNV will be working with an experienced, knowledgeable, and motivated team ready to provide these services with excellence.



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SECTION VI – COMPANY BACKGROUND AND REFERENCES

4.1.1 – Vendor Information

Question	Response
Company Name:	Mesa Associates, Inc.
Ownership (sole proprietor, partnership, etc.):	S-Corporation
State of incorporation:	Alabama
Date of incorporation:	1988
# of years in business:	33
List of top officers:	Ranjana C. Savant, President Timothy R. Cutshaw, Executive Vice President Reggie D. Headrick, Senior Vice President Gary A. Guyette, Vice President Timothy B. Ramsey, Vice President Brett Varner, Vice President
Location of company headquarters, to include City and State:	Madison, AL
Location(s) of the office that shall provide the services described in this RFP:	629 Market Street, Ste. 200 Chattanooga, TN 37402 10604 Murdock Drive Knoxville, TN 37932 1057 Red Ventures Drive Suite 140 Fort Mill, SC 29707 1105 Berkshire Blvd, Ste. 320 Wyomissing, PA 19610
Number of employees locally with the expertise to support the requirements identified in this RFP:	0
Number of employees nationally with the expertise to support the requirements in this RFP:	450
Location(s) from which employees shall be assigned for this project:	Knoxville, Chattanooga, Ft. Mill, Wyomissing



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- 4.1.2 Pursuant to NRS 333.3354, the State of Nevada awards a five percent (5%) preference to a vendor certifying that its principal place of business is in Nevada.
- 4.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.4 – Nevada License

The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS 76. Information regarding the Nevada Business License can be located at.

Question	Response
Nevada Business License Number:	NV20121019548
Legal Entity Name:	Mesa Associates, Inc.

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

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

If "No," provide explanation.

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

4.1.6 – State of Nevada Contracts

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

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

4.1.7 – State of Nevada Employees

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

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



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4.1.8 – Previous Contract Issues

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

Does any of the above apply to your company?

Yes		No	x
-----	--	----	---

Vendors shall review and provide if awarded a contract the insurance requirements as specified in **Attachment D, Insurance Schedule for RFP ES-21-01**.

Mesa is prepared to provide required insurance requirements.

4.1.10 – Company Background/History

Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Mesa Associates, Inc. (Mesa) is a minority, woman-owned full-service engineering, procurement, and construction management firm with more than 30 years of experience supporting the electric utility industry. We have provided engineering and design services to our clients since 1988. Our staff's experience, combined with our overhead structure, provides quality multi-discipline engineering and design services at a good value. We provide consistent, dedicated, and personal service. We pride ourselves in providing a good value for your engineering dollars and offer one of the most experienced and capable teams available in the industry today. Our team's strengths are summarized below:

- ◆ **Quality**
Our top priority is providing a quality product to each customer. We meet expectations through our detailed checking and review process and our commitment to excellence.
- ◆ **Value**
Mesa combines a low overhead structure with an appropriate mix of experience to provide excellent engineering value.
- ◆ **Project Experience**
Our experience and performance have made us the prime contractor of choice for many major utility clients across the US. We have also completed numerous projects for DoD, DOE, distributors, municipalities, and industrial clients.
- ◆ **Past Performance**
Mesa has received excellent performance evaluations, receiving nearly 100% for quality and schedule from our largest client.
- ◆ **Project Controls**
Mesa is currently handling managed task contracts with clients greater than \$300M over five years. Managing scope, schedule, and budget are critical to our success.



Engineers and Consultants

♦ **Intangibles**

Our philosophy of taking care of our employees and treating them with respect and professionalism results in them taking pride in maintaining Mesa's reputation. Our employees listen to our customers' requests and provide them with a technically correct solution that meets or exceeds the needs of the stakeholders.

Mesa was recently recognized as an ENR Top 500 Design Firm (No. 188) and was listed as No. 6 in Electrical Construction and Instrumentation & Controls Design by Electrical Construction and Maintenance Magazine. Mesa has grown our business by providing a quality product at the best value to our clients. We continuously compete and successfully outperform our competition on large and small projects for utilities such as Pacific Gas & Electric, Southern California Edison, and the Tennessee Valley Authority. We like to say that we are large enough to perform and small enough to care. Mesa has nearly 900 employees nationwide. Our corporate office is in Madison, Alabama, with 16 additional offices throughout the United States:

- | | | |
|-----------------|--------------------|---------------------|
| - Conway, AR | - Newark, DE | - Wyomissing, PA |
| - Pomona, CA | - Pensacola, FL | - Ft. Mill, SC |
| - Roseville, CA | - Merrillville, IN | - Chattanooga, TN |
| - San Ramon, CA | - Kansas City, KS | - Knoxville, TN (2) |
| - Lakewood, CO | - New Albany, OH | - Spokane, WA |

Mesa is well-positioned to offer a high-quality solution at a practical value. We have expertise in:

- ♦ *Design and analysis of electrical power transmission and distribution systems, and electrical systems for power generation facilities.*
- ♦ *Interconnection issues related to renewable energy sources, such as wind farms, large-scale photovoltaic installations, and distribution and transmission networks.*
- ♦ *Power systems analysis (system planning studies, arc flash energy, load flow, motor starting, protective device coordination, short circuit, and voltage drop).*
- ♦ *Analog and digital electronic process control systems, PLCs, distributed process control, data acquisition and monitoring, local panel and control console design, SCADA systems, and HMI systems.*
- ♦ *High-voltage components and networks, HVAC technologies, series and shunt reactive power compensation, FACTS, electricity storage, HVDC, including power electronic converter technology and sub-stations.*
- ♦ *Layout and drainage studies to optimize site configurations, geotechnical studies, erosion control plans, and stormwater management plans.*
- ♦ *Condition assessments, upgrading, and life extensions of system equipment.*
- ♦ *Analysis, design, and engineering of transmission and distribution networks.*
- ♦ *Transmission & Distribution system analysis, including evaluating system reliability and reviewing capacity planning criteria and guidelines.*
- ♦ *Open-access regulatory proceedings, both for technical and economic requirements.*
- ♦ *Transmission planning regulatory compliance, including NERC/WECC and FERC.*



Engineers and Consultants

- ◆ **Market analysis and evaluation of costs, benefits, and constraints.**
- ◆ **Hands-on experience in planning and constructing Transmission & Distribution networks in different countries, including cost analyses.**
- ◆ **A full range of system studies capabilities with high flexibility on tools, model development, and management. These include network and system modeling, planning, analysis, design, and costing for network components and systems.**

Mesa's safety philosophy:

Mesa is fully committed to the health and safety of our employees, clients, and the public, which is why safety is our priority in everything that we do. Mesa's Total Recordable Incident Rate (TRIR) is 0.46, Days Away Restricted or Transferred Rate (DART) is 0.15, and Experience Modification Rate (EMR) is 0.84, which demonstrates our reliable past safety performance. Our Health and Safety program ensures our team remains focused on design and work activity safety.

Mesa's QA/QC philosophy:

Mesa is committed to providing customers the best quality product available. Quality is continually emphasized at the company's top management levels and is each employee's personal responsibility.

The basis of Mesa's Quality Assurance Plan is made up of seven key elements:

- ***A thorough understanding of the job requirements***
- ***Documentation of that understanding***
- ***A thorough review of applicable specifications and standards***
- ***Doing the job correctly the first time***
- ***Continual review of work***
- ***Establishing project schedules with adequate time for review***
- ***Ongoing communication with the customer***

4.1.11 – Vendor Experience

Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

Mesa was founded in 1988 and has grown to over 850 employees and 16 offices throughout the United States. Mesa's electric utility clients include Public Owned Utilities (POUs) such as the Tennessee Valley Authority (29 years), Knoxville Utility Board (15 years), City of New Bern (2 years), Appalachia Electric Cooperative (10 years), and the City of Oak Ridge (10 years). Additionally, Mesa has provided engineering and design services to numerous investor-owned utilities (IOUs) such as American Electric Power (2 years), Duke Energy (12 years), NV Energy (3 years), Pacific Gas & Electric (10 years), and Southern California Edison (11 years).



4.1.12 – Financial Information

Financial information and documentation to be included in accordance with **Section 9.5, Part III - Confidential Financial Information. Please refer to Part III for the following information:**

4.1.12.1 Dun and Bradstreet Number

4.1.12.2 Federal Tax Identification Number

4.1.12.3 The last two (2) years and current year interim:

A: Profit and Loss Statement

B: Balance Statement

4.2 – Subcontractor Information

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	x
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4.3 – Business References

Mesa takes pride in our strong customer relationships. Many of our customers are happy to give feedback on their opinion of Mesa as a whole, but will not prepare or respond to detailed reference requests or give performance feedback for security and confidentiality reasons. Similarly, we will maintain the same level of confidentiality with CRCNV if we are selected. The following clients have worked with Mesa for several years, and we have completed hundreds of projects for them.

Duke Energy One
Richard McAllister
Manager, Facilities and Customer Support
317-452-3769
Richard.mcallister@duke-energy.com

LG&E and KU Energy LLC
Kenny Adkins
Group Lead, Transmission Substation Engineer
859-367-5662
Kenny.Adkins@lge-ku.com

Southern Company
Kevin Fernandes
Protection & Control Application Supervisor
404-608-5669
kfernand@southernco.com



Engineers and Consultants

4.4 – Vendor Staff Resumes

Resumes for the following key personnel are included:

Power Delivery Substation:

- ***Angela Cuzzort, Director of Engineering, Substation Projects***
- ***Kelvin Walker, Senior Engineering Manager***
- ***Michael Patrick, Senior Structural Project Engineer***
- ***Neil Crandell, Principal Power System Engineer***
- ***Gary Brownfield, Principal Power System Engineer***
- ***Jay Kennedy, Principal Engineer***
- ***Brad Moses, Project Manager***
- ***Christopher Walker, Senior Substation Engineer***
- ***Maha Mohamed, Senior Substation P&C Engineer***

Power Delivery Transmission:

- ***Kazem Shomali, Director, Transmission***
- ***David Bennett, Project Manager***
- ***Carolyn Nichols, Group Lead***



SECTION VII – ATTACHMENT F – PROPOSED STAFF RESUMES

Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	Angela Cuzzort	Key Personnel: (Yes/No)	Y
Individual's Title	Senior Engineering Manager		
# of Years in Classification:	26	# of Years with Firm:	27

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Ms. Cuzzort has gained her experience across multiple roles at Mesa, primarily in substation protection and controls design. She also has experience as a project engineer, a program manager, and currently serves as Director of Engineering for Substation Projects for Mesa's Power Delivery Substation business unit.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

December 1994 – Present
Mesa Associates, Chattanooga, TN

Director for Substation Projects

Manage three separate teams to complete substation structural and P&C projects for Duke Energy and Eversource. Responsible for the team's success in completing client projects on time and on budget. Oversees process including new project initiation, reviewing estimates, monitoring project progress, budget, schedule, approves invoices, and performs project risk management by identifying risks and planning mitigation. Also determines staffing needs and hires new associates, coaches and evaluates Group Leads, and assists Group Leads in making personal improvement plans for their underperforming team members.

Project Engineer for Substation Projects

Managed client relationship and power delivery projects with Duke Energy, including a team of five direct reports. Responsible for new project initiation, including estimating, submitting proposals, assigning resources; monitoring project progress, budget and schedule; approving invoices; performing project risk management; ensuring project closure after completion; determining staffing needs; and recommending new positions to accommodate workload. Identify, interview, and evaluate candidates for open positions; coach and evaluate team members on performance. Worked in the Duke Energy Carolinas office for three months to learn people and processes. Developed a new service area with Duke Energy by forming a trained team to perform soil and ground mat resistivity testing and analysis.

Substation Project Engineer

Served as Project Engineer for P&C and relay settings teams, coordinating and supervising up to six engineers and designers to meet milestone dates and complete projects. Responsibilities entailed attending site visits and client meetings, understanding project scope, estimating required man-hours and material, coordinating with clients and designers from other disciplines, resolving project issues, assisting less-experienced team members, developing



Engineers and Consultants

processes to improve team function, approving timesheets, and completing team member evaluations as well as participating in the design and check functions.

Substation Protection and Controls

Designed new and modified existing 161 and 500kV substation protection and control systems for installing capacitor banks, circuit breakers, circuit switchers, power transformers, relays, metering, power quality monitors, and digital fault recorders in compliance with client standards and specifications. Design of protection schemes included developing schematics and wiring diagrams for zone distance, permissive overreach, direct transfer trip, carrier blocking and unblocking, line current differential, over-current, breaker failure, bus differential, and transformer differential protection. The design of control systems involved developing or modifying human-machine interfaces (HMI) to control various 500kV switchyards and substations. HMIs included a single simulated line of the switchyard, control panels, and alarm indicators. PLCs were programmed to control 161 and 500kV switchyard equipment via commands from the HMI.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS Electrical Engineering, 1993
Auburn University, Auburn, AL

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer CA (19754), June 2011
Professional Engineer GA (PE029874), October 2004
Professional Engineer NC (39935), March 2017
Professional Engineer OH (PE.79369), October 2014
Professional Engineer SC (30983), September 2013
Professional Engineer TN (106044), November 2017

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Reggie Headrick, Senior Vice President
Mesa Associates
Phone: 865-671-5408
Email: rheadrick@mesainc.com

Keith Hurst, Associate Vice President
Mesa Associates
Phone: 865-671-5416
Email: khurst@mesainc.com

Rob Barringer, Chief Engineer
Mesa Associates
Phone: 423-424-7309
Email: rbarringer@mesainc.com



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.			
Name:	Kelvin Ray Walker	Key Personnel: (Yes/No)	Y
Individual's Title	Senior Engineering Manager		
# of Years in Classification:	1	# of Years with Firm:	1

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Mr. Walker is an experienced engineer in the area of power system analysis, substation design, and distribution line design with 39 years in the industry. He has experience in electrical substation design and power system protection scheme design, including settings. His experience includes a range of positions in the electric utility industry, including engineering, operations, and maintenance. He has performed a wide variety of electrical system studies on transmission, distribution, and industrial power systems. His management responsibilities include project management, project scope development, project budgeting, personnel supervision, quality assurance, and control system development and safety.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

April 2020 - Present

Senior Engineering Manager

Mesa Associates, Chattanooga, TN

System Studies: Provide direction for the system studies group. Duties including reviewing the work being performed by the engineers in the group and supporting staff. Studies include power system studies, substation grounding analysis, lightning analysis, illumination studies, and protective device coordination studies for transmission, distribution, and industrial systems.

February 2014 - March 2020

President

Walker Consulting Services, Ellisville, MO

Power System Studies: Provided power system studies, protective relay coordination, and arc flash evaluation for distribution and industrial clients. These studies included systems from 69kV through 480V.

Power System Reliability Study: Performed a reliability study for a southwest utility that evaluated six substations and the distribution lines supplied by those stations. Evaluated the operation, construction, maintenance, and configuration of the entire distribution system. The system facilities were evaluated for loading, short circuit fault duty, voltage profiles, and outage performance. Developed recommendations that addressed construction standards, maintenance practices, system reconfiguration, and revisions to protective devices.

Transmission Protection: Provided transmission protection settings for client 100kV lines associated with protection system upgrade projects. Evaluated protection at remote substations to verify coordination between ends of affected lines.



Engineers and Consultants

May 2010 - February 2014**Senior Project Engineer****General Electric Company, St. Louis, MO**

Project Scoping Lead for SCADA Upgrade Program: Defined scope, budget, and long lead-time equipment and material needed to upgrade 128 substations in a multi-state utility. Upgraded transmission line protection systems, transmission capacitor bank controls, and distribution feeder breaker and protection replacement. Developed an estimating system that allowed the building of a detail bill of material during the project scoping phase.

Project Lead for a Reliability Improvement Program: Replaced existing SCADA system in designated substations, upgraded transmission line protection, upgraded transmission capacitor bank protection and control, replaced existing protection schemes on distribution transformers and their associated feeder breakers. Scope included project development, project budgeting, bill of material development, and defining the modification to the points to be monitored or controlled by SCADA. This work was performed at 42 substations located throughout Florida.

February 2004 - April 2010**Chief Engineer/ Substation Department Manager****Laramore, Douglass, and Popham, Inc., St. Louis, MO**

Area Coordination Study: Updated Aspen model of client's transmission system for all facilities 69kv through 345kV. Added protective relay settings, reviewed/revised transformer models, and verified line impedance data. Model was used to perform area coordination studies by voltage level. All coordination issues were identified, and possible mitigation steps were proposed to the client.

Substation Design: Provided engineering design services for several clients. These designs included both the physical substation design and the protection and control design.

Transmission Protection: Provided transmission protection settings associated with the replacement of a 138kV / 23kV substation control house and protection upgrade project. Upgraded protection schemes from electro-mechanical relays to microprocessor-based relays, existing protection schemes were upgraded to current philosophies. Revised protection settings at the remote substations to ensure coordination.

February 2000 – January 2004**Application Engineer/Sr Power System Engineer****General Electric Company, St. Louis, MO**

Voltage Magnification/ Capacitor Switching Study: Client needed to add several transmission level capacitor banks to their system. The scope of the project was to determine the impact of the new installations on the system by evaluating the predicted switching surges. The outcome of the study indicated that the need to replace several existing arrestors with higher withstand voltages and require the new circuit breakers switching the capacitors had the capability of zero voltage switching to minimize induced surges.

Power Plant Substation Rebuild: This project included replacing all 69kV and 138kV substation protection and control circuits, along with the replacement of all major electrical equipment damaged during a fire in the power plant. This included the primary design responsibility for all 69 kV facilities and project management for all design, construction, and commissioning activities for both the power plant and the substation.

June 1982 - October 1997**Application Engineer/Substation Supervisor****Ohio Edison Company, Akron, OH/Mansfield, OH**

Substation Supervisor: Provided supervision and technical direction for the substation maintenance and operation. Assisted with revisions to corporate substation equipment maintenance standards and practices. Reviewed maintenance and inspection reports to identify potential equipment issues and developed mitigation strategies.

Electrical Studies: Performed a wide variety of electrical studies, including short circuit analysis, equipment short circuit adequacy studies, transient analysis, voltage magnification studies, insulation coordination studies, and transformer energization studies.

**EDUCATION**

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS Electrical Engineering, 1982
Purdue University, West Lafayette, IN

ABB Advanced School on Power Engineering, Pittsburgh, PA, December 1989

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer IL (062.068952), November 2016
Professional Engineer MO (201500025), January 2015
Professional Engineer NJ (24GE0563900), January 2021
Professional Engineer OH (PE51037), May 1987
Professional Engineer TN (124241), August 2020

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Brian Werkmeister, PE, Commercial Manager
GE Grid Solutions
Phone: 314-882-8072
Email: brian.werkmeister@ge.com

Samuel Erter, PE, PMP, Engineering Manager
Electric Power Systems – Engineering Design
Phone: 314-910-7297
Email: s.ertter@eps-ed.com

Dennis Wright, PE, Engineering Manager
Finley Engineering Company, Inc.
Phone: 618-795-5050
Email: d.wright@FinleyUSA.com

Anthony Zamberlan, Vice President, I&C Engineering
RWE Renewables
Phone: 737-270-5139
Email: tony.zamberlan@rwe.com



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.

Contractor:	X	Subcontractor:	
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The following information requested pertains to the individual being proposed for this project.

Name:	Michael Patrick	Key Personnel: (Yes/No)	Y
Individual's Title	Senior Civil/Structural Engineer		
# of Years in Classification:	16	# of Years with Firm:	4

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE

Information should include a brief summary of the proposed individual's professional experience.

Mr. Patrick has over 16 years of combined experience in civil and structural analysis and design of commercial, industrial, institutional, government, medical, nuclear, and substation facilities. He is knowledgeable in national, military, and nuclear design and analysis codes and has experience designing and detailing structural steel, reinforced concrete, masonry, cold-formed steel, and wood structures. He also has experience using multiple structural analysis and design software packages, including STAAD, Risa3D, SAP2000, RAM Structural System, and GTStrudl.

RELEVANT EXPERIENCE

Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.

March 2017 - Present

Senior Civil/Structural Engineer Mesa Associates, Knoxville, TN

Responsible for analysis and design of steel and concrete structures and foundations for substations and switchyards. Design of grading, drainage, and oil containment and preparation of SPCC plans for substation facilities.

NV Energy, Nevada Solar One 230kV Switchyard: Lead structural engineer for a bus expansion project. Responsibilities included structural design of steel structures and foundations, preparation and review of calculations, coordination and production of structural drawings.

NV Energy, Sugarloaf Substation: Lead structural engineer for a transformer addition project. Transformer foundation and oil containment design was completed by NVE. Responsibilities included structural design of steel structures and foundations, preparation and review of calculations, coordination, and production of structural drawings.

ABB, Pacific Gas & Electric - Rio Oso Substation: Foundation design of an 8,620 square foot 115kV IPAC/GIS building and a 12,240 square foot 230kV IPAC/GIS building. Each building consisted of a pre-engineered metal building system supported by an elevated structural slab foundation system. The structural slab was supported by reinforced concrete columns on drilled piers. Lateral stability of the foundation system was achieved with special reinforced concrete moment frames in each direction. Responsibilities included structural design of the foundation system, preparation of calculations, and coordination and production of structural drawings.

ABB, American Electric Power - Pharr and La Palma Substations: Foundation design of a 3,900 square foot STATCOM building. The building consisted of a pre-engineered metal building system supported by a structural slab on drilled piers. The foundation system was selected based on the presence of expansive soil. A cable trench in each direction was incorporated into the structural slab. Responsibilities also included the foundation design of a 400 square foot pre-engineering metal building storage facility, foundation design of all substation yard equipment supports, preparation of calculations for all non-standard structural steel supports, building foundations, and equipment support foundations, and coordination and production of structural drawings.



Engineers and Consultants

ABB, Central Maine Power - Coopers Mills Substation: Foundation design of a 4,200 square foot STATCOM building. The building consisted of a pre-engineered metal building system supported on a shallow foundation system extending more than five feet below grade due to frost depth. Portions of the slab-on-grade were recessed to allow for access flooring. Responsibilities also included the design of hoist beams and cable tray supports, preparation of calculations, and coordination and production of structural drawings.

Duke Energy, SPCC Evaluations: Review of SPCC plans for multiple existing substations located in Ohio. Responsible for generating calculations for sites with existing oil containment measures in place to ensure compliance with all regulations. For sites not complying with regulations, calculations were generated along with construction documents for the installation of a berm either around the entire site or isolated near the equipment containing oil. Tasks also included a review of calculations and drawings generated by other engineers.

Dominion Power, Mackeys Substation: Foundation design for multiple modified standard steel structures. The typical modification included an increased structure height to suit site-specific needs. Site-specific loads were calculated and applied to the modified structure to achieve the most efficient solution. Responsible for the analysis, design, coordination, and detailing of the foundations for the modified steel structures.

May 2016 – March 2017

Senior Structural Engineer

Chad Stewart & Associates, Inc., Knoxville, TN

Performed structural analysis and design for a wide range of commercial and residential projects. Projects involved design of various materials, including reinforced concrete, structural steel, masonry, cold-formed steel, and wood. Responsibilities included coordination and production of structural drawings and project specifications, and field support during construction.

Make3 Architecture, Colloms Campus Center Tennessee Wesleyan University: Structural design of a two-story, 36,000 square foot facility. The structural system consisted of structural steel framing supporting a composite slab on metal deck at the second level and metal roof deck at the roof. Lateral stability for the building was provided by ordinary moment frames. Responsibilities included structural design, coordination and production of structural drawings and specifications.

McCarty Holsaple McCarty, Alpine Coaster: Structural design of a three-story, 7,000 square foot facility to serve as the ticket sales and loading/unloading area for an alpine coaster attraction. The structural system consisted of reinforced masonry load bearing walls and structural steel floor framing and steel columns. The slab and steel framing at portions of floor exposed to weather at each level were sloped to allow for water drainage. Framing at the second level was designed to support the coaster track and was cantilevered from the building up to 16 feet. The roof framing was sloped to provide an architectural feature and was cantilevered out from the building up to 20 feet. Lateral stability for the building was provided by reinforced masonry shear walls. Responsibilities included the structural design, coordination and production of structural drawings and specifications, shop drawing review, and field support during construction.

October 2010 – May 2016

Structural Engineer

CH2M Hill, Knoxville, TN

Developed detailed design calculations for structural steel and reinforced concrete for government, industrial, and nuclear projects. Responsibilities included coordination and production of structural calculations, drawings, and specifications.

Department of Energy Oak Ridge Operations, Uranium Processing Facility: This project originally consisted of a ten-building complex with a total of over 425,000 square feet. It included a 388,000 square foot processing building, a 26,000 square foot administration building, and several smaller support facilities. Structural design services included seismic design, structural analysis, and design and value engineering studies. Co-lead the effort to design, analyze, prepare calculations, and coordinate drawings for the structural steel floor framing of the multi-level process building. Responsible for calculations and drawings for anchorage of process and HVAC equipment located on both the base mat and elevated floors and preparation of calculations and drawings for a roof guardrail system that would be integrated on each of the new buildings. Responsibilities also included oversight of design tasks delegated to other engineers to ensure the task was completed on time and under budget.

January 2005 – October 2010

Structural Engineer

Carpenter Wright Engineers, PLLC, Knoxville, TN

Performed structural analysis and design for a wide range of projects including office buildings, churches, medical facilities, educational facilities, industrial facilities, retail facilities, and warehouses. Projects involved design of



Engineers and Consultants

various materials, including reinforced concrete, structural steel, masonry, cold-formed steel, and wood. Responsibilities included coordination and production of structural drawings and project specifications and field support during construction.

Design Innovations Architects, University of Tennessee Student Health Center: Structural design of a 90,000 square foot, two-story health center with a basement below the first level and mechanical mezzanine above the second level. Structural system consisted of reinforced concrete basement walls and conventional steel framing supported by driven H-piles. Lateral stability was provided by intermediate moment frames. Responsibilities included structural design, coordination and production of structural drawings and specifications, shop drawing review, and field support during construction.

Bullock Smith & Partners, Knoxville Station Transit Center: Structural design of a two-story transit center. The structural system consisted of reinforced concrete basement walls and conventional steel framing supported by driven H-piles. Lateral stability was provided by ordinary moment frames. Tasks also included design and detailing of reinforced concrete site retaining walls with retained heights varying from 3 to 18 feet and shallow foundation design for a prefabricated canopy system. Responsibilities included structural design, coordination and production of structural drawings and specifications, shop drawing review, and field support during construction.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

MS Civil Engineering, 2004
Tennessee Technological University, Cookeville, TN

BS Civil Engineering, 2002
Tennessee Technological University, Cookeville, TN

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer:

AR (19466), March 2020

CA (C89580), October 2018

CA (S6827), June 2020

CO (57342), April 2020

CT (32708), October 2017

IA (P25247), March 2019

IN (PE11900048), January 2019

LA (44430), March 2020

MA (54035), May 2018

MN (51974), September 2014

MS (30863), March 2020

NH (15519), October 2017

NJ (24GE05594200), May 2020

NV (025779), July 2018

TN (111901), July 2008

TX (137605), March 2020

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Patrick Combs, Director of Engineering, Substation Projects
Mesa Associates, Inc.
Phone: 865 671-5447
Email: pcombs@mesainc.com

Nathan Mills, Senior Structural Engineer
Mesa Associates, Inc.
Phone: (865) 671-5471
Email: nmills@mesainc.com

Andrea Maiden, Senior Structural Engineer
Mesa Associates, Inc.
Phone: (865) 777-5931
Email: amaiden@mesainc.com



Engineers and Consultants

Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	X	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	Neil Crandell	Key Personnel: (Yes/No)	Y
Individual's Title	Principal Physical Engineer		
# of Years in Classification:	1	# of Years with Firm:	1

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
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Mr. Crandell has extensive professional engineering experience with electric power systems, including IOUs, consulting for utility and industrial clients, municipal and rural electric systems, oil and gas, and RTOs. He has expertise in team leadership, power system planning, operations, and electrical studies and serves as an SME in load flow, short circuit, reliability improvement, transient and voltage stability, transfer capability, economic analysis, NERC standards compliance, protection coordination, arc flash, harmonics, RCFA, life-cycle cost analysis, Blackout investigations, TOV and TRV studies. He has mentored younger professional engineers and served as an NCSU Capstone project adviser.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
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March 2021 - Present
Principal Physical Engineer
Mesa Associates, Chattanooga, TN

April 2019 – March 2020
Principal System Studies Engineer
NEI Electric Power Engineering, Denver, CO

Power system studies for renewable energy integration projects including load flow, short circuit, protection coordination, arc flash, insulation coordination, NERC compliance assessments, TOV and TRV studies, harmonics, and underground cable ampacity.

May 2018 – April 2019
Principal Engineer
Asset Engineering, Madison, MS

Studies leader with experience in complex industrial system studies, renewable integration studies, NERC compliance assessments, protection coordination, arc flash, battery energy storage, economic analysis, harmonics, and micro-grids.

NERC Compliance Reviews: Prepared NERC Compliance Reviews for the following: Grand Prairie Substation, Bishop Hill Energy, Santa Rita Wind, Alamo Solar, Walnut Ridge Wind, Pinyon Pines Solar, Blythe Generating Station, Saranac Energy Center, Top of Iowa Wind, Bear Mountain, Polaris Wind.



Engineers and Consultants

August 2015 – February 2018**Senior Consultant****Booth & Associates, Raleigh, NC**

Special studies team leader for renewable integration studies, transient overvoltage and transient recovery voltage studies (EMTP modeling), protection coordination, arc flash studies, battery energy storage systems, economic analysis, micro-grids, grid modernization and reliability improvement, and underground cable ampacity. Project advisor for the NCSU Capstone program.

July 2013 – March 2015**Electrical Power System Team Leader****Occidental Petroleum, Bakersfield, CA**

Directed the T&D system maintenance, operations, outage restoration and planning activities for the Elk Hills oil field and power plant. Established Energy Management System implementation (DNP protocol), energy efficiency improvements, and lead Root Cause Failure (RCF) analysis.

May 2008 – November 2012**Senior Consultant****KEMA, Raleigh, NC**

Lead Engineer and SME involved in EHV transmission system planning studies, operations, renewable integration studies, energy efficiency studies, transmission life-cycle cost analysis, reliability audits, DER and grid modernization, transient stability studies, dynamic VAR studies, WECC blackout investigation (2011), NERC reliability, SVC studies and specification.

AEP, EVH Overlay Study: Studied load flow modeling of wind generators in the upper Midwest portion of the MISO generator interconnection queue.

ONCOR, Dynamic Stability Study: Performed transient and dynamic stability study of the Texas grid with planned unit retirements in the DFW area for SVC system justification.

Progress Energy, Dynamic Stability Study: Conducted transient and dynamic stability study of the Eastern grid under generating unit outages for SVC system justification.

Dominion Virginia Power, Reactive Power Study: Performed load flow study of various peak and off-peak cases to determine the reactive power swings and requirements on the DVP system.

May 2001 – November 2003**Senior Transmission Service Engineer****American Transmission Company, Madison, WI**

Responsible for transmission system impact studies, facilities studies, generator interconnection studies, operations support, NERC compliance and reliability.

Arpin Area Study and Operating Guide: Established load flow and transient stability operating security limit (OSL) for the King-Eau Claire-Arpin 345 kV transmission interface.

Port Washington Generator Interconnection Study: Conducted system impact, facilities, and generator interconnection studies for a 1200 MW gas-fired generating station.

Oak Creek Generator Interconnection Studies: Conducted system impact, facilities, and generator interconnection studies for a 1650 MW coal-fired generating station.

January 1997 – November 1999**Strategic Planning Engineer****Gainesville Regional Utilities, City, ST**

Led electric power system planning, operations support, emergency operating guides, outage restoration, distribution design, and the strategic business plan.

May 1996 – December 1996**Underground Network Engineer****American Electric Power, South Bend, IN**

Comprehensive review and upgrade of the underground secondary network in South Bend and Elkhart, Indiana for Michigan-Indiana Power Company (AEP) including field inspections.



Engineers and Consultants

May 1994 – April 1996**Senior Operations Engineer****Massachusetts Electric Company, Malden, MA**

Conducted field inspections, distribution system improvement projects, and outage restoration.

June 1991 – September 1993**Principal Engineer****R.W. Beck & Associates, Orlando, FL**

Directed a team of engineers in system planning studies, reliability improvement projects, protection coordination, and economic analysis.

August 1988 – May 1991**Project Engineer & Studies Section Leader****Black & Veatch Consultants, Overland Park, KS**

Directed the work activities of an engineering staff in T&D system planning studies, feasibility studies, system reviews, reliability improvement projects, cost estimates, and economic analysis.

August 1984 – July 1988**Transmission Planning Supervisor****Central Louisiana Electric Company, Pineville, LA**

Directed the transmission planning department activities and published the company's first transmission system expansion plan, along with the 10-year capital budget forecast.

August 1983 – July 1984**Electrical Engineer****Harza Engineering, Chicago, IL**

Responsible for control systems design drawings, plant protection coordination, and plant control and monitoring system for the Bath County Pumped Storage Project.

August 1980 – July 1983**Transmission Planning Engineer****Public Service Company of New Mexico, Albuquerque, NM**

Conducted transmission planning studies using PSLF load flow and transient stability software.

August 1978 – July 1980**Transmission and Distribution Planning Engineer****Columbus Southern Electric Company, Columbus, OH**

Conducted area T&D planning studies, distribution improvement projects, and economic analysis.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS Electrical Engineering, 1978
Ohio University, Athens, OH

AAS Electrical Engineering, 1975
Columbus Technical Institute, Columbus, OH

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer FL (45477), April 1992
Professional Engineer LA (24109), January 1988
Professional Engineer MD (18199), September 1992
Professional Engineer NC (044283), November 2016



Engineers and Consultants

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Ron Willoughby, Executive Consultant
Willoughby Consulting
Phone: 919-332-6906
Email: rmn468@aol.com

Dennis Flinn, PE
Quanta Engineering
Phone: 919-748-1018
Email: dflinn@ieee.org

David Renfro, PE
Occidental Petroleum
Phone: 713-540-4815
Email: Drenfro82@gmail.com



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	X	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	Gary Brownfield	Key Personnel: (Yes/No)	Y
Individual's Title	Principal Power Systems Engineer		
# of Years in Classification:	1	# of Years with Firm:	1

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
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Mr. Brownfield has over 40 years of electric utility experience, mainly with Ameren and predecessor companies. He has completed varied personal technical assignments (e.g., transmission interconnection studies, transmission operating studies, transient stability, short circuit, transmission and distribution system expansion studies, generator interconnection studies, loss studies, system var studies, economic analyses, load dynamic response studies, geomagnetic disturbances, and designed secure backup supply for nuclear power plant. He is well-versed in power flow, stability, and short circuit analyses; FERC regulations related to electric transmission; NERC electric transmission system reliability standards; and RTO procedures, policies, tariffs. During his tenure at Ameren, he received Ameren's President's Award for NERC Compliance work and a \$1.2 billion transmission project.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
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2019 - Present
Principal Power Systems Engineer
Mesa Associates, Chattanooga, TN

2016 - 2019
Manager, Transmission Planning
Ameren, St. Louis, MO

Directed department of 18 electrical engineers. Led the team in the following activities:

- Complete exhaustive technical analyses of the transmission system (e.g., power flow, short circuit, transient stability, small-signal stability, geomagnetic disturbance analyses).
- Complete annual development of near-term and long-term transmission system expansion plans.
- Identify and propose competitive transmission projects in three RTO/ISOs.
- Complete interconnections with other systems and generator and load connections.
- Led efforts regarding NERC Standards compliance.
- Participated in industry efforts and led company efforts to expand dynamic simulations to consider the response of small induction motors to system disturbances.
- Led the development of detailed emergency response plans (e.g., loss of major transmission substation/hub)
- Participated in regular interaction with NATF, NERC, SERC, MISO, EEI, and EPRI.



Engineers and Consultants

2007 - 2016

Supervising Engineer, Transmission Planning

Ameren, St. Louis, MO

Directed the transmission planning group, starting with a staff of 7 engineers and growing the group to 18 electrical engineers. Led the team in the following activities:

- Complete exhaustive technical analyses of the transmission system (e.g., power flow, short circuit, transient stability, small-signal stability, geomagnetic disturbance analyses).
- Complete long-term transmission system expansion 10-year, \$2 billion plan.
- Expand technical and software capabilities to allow determination of market economic impact from the proposed transmission and generation additions (established a PROMOD shop).
- Identify and propose competitive transmission projects in three RTO/ISOs.
- Expand capabilities to allow performing all generator interconnection studies in-house.
- Identify and complete new interconnections with other systems.
- Complete numerous generator interconnection studies and proposed load connections.
- Led efforts regarding NERC Standards compliance.
- Participated in regular interaction with NATF, NERC, SERC, MISO, EEI, and EPRI.

1993 - 2007

Supervising Engineer, Distribution Planning

Ameren, St. Louis, MO

Directed the distribution planning group (7 engineers). Led the team in the following activities:

- Complete exhaustive technical analyses of the sub-transmission/distribution system (e.g., power flow, short circuit).
- Complete annual development of long-term system expansion plan.
- Complete annual development of emergency operating procedures and provide to system operators.
- Utilize spatial load forecasting techniques in long-range studies of high-load density areas.
- Led and personally supported operating personnel in response to storm damage, equipment failures, etc.
- Participated in investigations into system disturbances, including line and substation faults.
- Participated and/or led efforts to identify and implement reliability improvement programs.
- Worked with company stakeholders to develop and adopt a cost-benefit ranking process for all proposed system improvement projects.
- Led the company effort on policies covering large spare transformers, including participating in the founding efforts for the EEI Spare Transformer Equipment Program.

1989 - 1993

Staff Engineer, Transmission Planning

Ameren/Union Electric

Performed transmission planning power flow studies (PSS/E). Determined optimum new transmission projects needed to assure transmission grid performance met requirements. Performed seasonal operating studies to identify transmission operating challenges due to generation dispatch patterns. Provided support to transmission system operations on daily basis, responding to tornado damage, floods, etc. Participated in investigations of unusual system events (e.g., small-signal oscillations, faults). Represented Ameren/legacy company with the regional reliability organization (MAIN).

1974 - 1989

Engineer, System Planning

Union Electric (Ameren legacy company)

Performed network power flow studies on 69 kV transmission networks (PSS/E). Determined optimum development of the bulk substation and sub-transmission system (both network and non-network). Performed transient stability analyses, event analyses of system disturbances (e.g., FIDVR, overvoltages that cause extensive damage), and special studies (e.g., power system harmonics, determining adequate supply to new large arc furnace loads). Evaluated proposed replacement of older substations, including analyses of breaker fault-duty exposure. Performed system var supply studies and economic analyses of the proposed conversion of 25 Hz facilities to 60 Hz.



Engineers and Consultants

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

MS Electrical Engineering, December 1974
University of Missouri
Columbia, MO

BS Electrical Engineering, May 1974
University of Missouri
Columbia, MO

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer MO (#ENG 018505), February 1979

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Scott Deffenderfer, Principal Engineer
Ameren
Phone: 314-651-7538 | Fax: 314-206-0046
Email: sdeffenderfer@ameren.com

Eugene Warnecke, Supervising Engineer
Ameren
Phone: 618-698-0444 | Fax: 314-206-0046
ewarnecke@ameren.com

Ryan Quint, Senior Manager
NERC
Phone: 202-400-3015
Email: ryan.quint@nerc.net



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	x	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	Jay Kennedy	Key Personnel: (Yes/No)	Y
Individual's Title	Principal Engineer		
# of Years in Classification:	14	# of Years with Firm:	4

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
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Mr. Kennedy has experience in design and planning for the electrical distribution industry, new substation design, existing substation modifications, nuclear, combustion turbine, hydro, and fossil generation plant installations and upgrades. His electrical design experience includes distribution systems for large commercial/industrial sites, urban overhead to underground conversion projects, and associated relaying upgrades to facilitate new services. Planning experience includes system design, calculations, system studies, coordination, construction and equipment specification, as well as bid evaluation for power distribution and substation projects.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
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2016 - Present**Principal Engineer****Mesa Associates, Chattanooga, TN**

High voltage substation design (500kV and below). Work includes production of one-line diagrams, AC/DC control schematics, and associated wiring diagrams. Designs new and modifies existing substation and switchyard protection and control schemes to client standards. Design and checking responsibilities include modifications of substation equipment (500kV and below) for protection and control. The typical scope of projects ranges from yard equipment replacement and relay replacements to full station reconfigurations and new control houses.

2007 - 2016**Principal Engineer****WorleyParsons, Chattanooga, TN**

Nuclear, hydro, and fossil plant upgrades, including radiation monitoring component installation projects, SO₃ mitigation projects, microprocessor-based relaying installation upgrades, electrical system/arc flash studies (ETAP), and associated calculations. Perform lead engineering duties on multiple Siemens combustion turbine projects as well as GE LM6000 units. Performed lead engineering duties on a dual fuel conversion project.



Engineers and Consultants

2005 - 2007**Engineering Manager****Marietta Power, Marietta, GA**

Managed the engineering department. Developed long-range plans to construct an efficient electrical system. Directed personnel responsible for implementing and maintaining supervisor control and data acquisition (SCADA) system. Managed engineering personnel to ensure the distribution system is built to client standards. Performed and coordinated work order inspections. Performed system studies utilizing CYME Power Engineering Software. Directed engineers, designers, and dispatchers to ensure geographic information system was updated. Performed complaint resolution, technical contract review and preparation, and cost-benefit analysis. Determined system capacity requirements and coordinated substation construction.

2002 - 2005**Assistant Director****Cartersville Electric System, Cartersville, GA**

Directed the engineering department, developed long-range plans, directed personnel. Performed system studies. Directed designers and dispatchers to ensure AutoCAD was updated. Performed complaint resolution, technical contract review and preparation, and cost/benefit analysis. Determined system capacity requirements and coordinated substation construction.

1995 - 2002**Manager of Engineering****GoodCents Solutions, Stone Mountain, GA**

Managed implementation projects. Developed and managed safety standards for all programs. Liaison for all projects with local and state electrical officials. Designed all technical specifications for projects/project engineering requirements. Developed pricing and responses to requests for proposals. Designed and installed distributed and stand-by generation installations (60 to 500 KW).

1991 - 1995**Electrical Engineer****Flint EMC, Warner Robins, GA**

Responsible for SCADA/load management system design, procurement, installation, programming, maintenance, communication equipment, and related hardware. Produced system-wide load flow studies using software-based load flow modeling. Coordinated large competitive bids as well as monitoring and processing large industrial customer's high load factor rates using MV90. Development of specifications for Phases 1 and 3 transformers and reclosers. Routine duties included subdivision layout (new and reconductoring), material standards, and development of application guides for overhead and underground distribution construction. Developed RUS short and long-range work plans.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS Electrical Engineering, 1991

Georgia Institute of Technology, Atlanta, GA

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer GA (PE026303), July 2000

Professional Engineer FL (89201), March 2020

Professional Engineer KY (045627), June 2015

Professional Engineer NC (045627), September 2017

Professional Engineer NJ (24GE05655600), March 2021

Professional Engineer PA (PE090958), February 2020

Professional Engineer SC (34773), August 2017



Engineers and Consultants

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Angie Cuzzort, Director of Engineering, Substation Projects
Mesa Associates, Inc.
Phone: 423-424-7324 Fax: 423-424-7303
acuzzort@mesainc.com

Derek Thompson, Program Manager
Mesa Associates, Inc.
Phone: 865-671-5427 Fax: 865-671-5403
dthompson@mesainc.com

Alan Janney, EI&C Department Manager
Mesa Associates, Inc.
Phone: 423-424-7266 Fax: 423-424-7303
ajanney@mesainc.com



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	X	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	Brad Moses	Key Personnel: (Yes/No)	Y
Individual's Title	Project Manager		
# of Years in Classification:	1	# of Years with Firm:	19

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
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Mr. Moses has extensive experience in the electrical utility, government, and controls industry. His demonstrated abilities include strong communication skills with all levels and a diversity of clients, both internal and external. He leads and trains multi-discipline design staff to support projects for numerous power delivery utilities. Mr. Moses's exceptional organizational skills allow him to efficiently lead teams to provide quality deliverables on time and within budget constraints.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
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August 2020 - Present

Project Manager

Mesa Associates, Knoxville, TN

Responsibilities include comprehensive management of multiple substation clients, covering projects ranging from multi-year decommissioning of fossil plant switchyards to extensive upgrades of aged/out-of-date substations to improve the electric power infrastructure reliability. Scopes projects with client stakeholders, creates schedules, and compiles cost estimates. Coordinates reports, briefings, schedules, and project updates with internal design groups and external clients to keep projects on track for completion. Coordinates procurement activities with equipment/material vendors, coordinates with construction personnel, and helps resolve any issues. Handles project closeouts to report any lessons learned, conducts team training, and provides quality assurance documents.

2014 - August 2020

Substation Group lead

Mesa Associates

Supervised several multi-discipline substation design teams consisting of electrical/mechanical engineers and electrical/civil designers. Prepared and executed physical design projects for various utility clients across the United States. He is tasked with overseeing budgets and cost/scope estimating for all tasks assigned to his group. Mr. Moses ensures group quality/design compliance with client/industry standards. He performs independent reviews on all engineering packages delivered to the client.



Engineers and Consultants

2006 - 2014**Senior Electrical Designer****Mesa Associates**

Designed and drafted various substation/plant modifications between 13.2kV and 500kV. Developed new substation sites and modified existing substations and generation facilities. Primary duties involved physical equipment layout, planning future equipment expansions, bus work, site layouts, conduit/cable/trench routing, and grounding layout plans. Performed conduit and cable sizing calculations, voltage drop, and bus span calculations. Prepared cost estimates, conducted site walk-downs as needed, and attended scoping/design review meetings with customers. Checked projects for constructability/correctness, verified projects adhered to client standards and met IEEE standards. Provided construction support for designed projects. Performed arc-flash, coordination, and short circuit analysis at various hydro/fossil generation stations.

2004 - 2006**Associate Designer****Mesa Associates****2002 – 2004****AutoCAD Technician****Mesa Associates****EDUCATION**

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

Completed Project Management Professional (PMP) Coursework, 2021
Project Management Institute
(Exam date TBD)

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Aaron Webb, System Engineer
Oak Ridge National Laboratory | ORNL
Phone: 865-617-3483
Email: lawebb79@gmail.com

Douglas Jensen, Project Engineer
Mesa Associates, Inc.
Phone: 423-424-7323 | Fax: 423-424-7303
Email: djensen@mesainc.com

Angela Cuzzort, Director of Engineering
Mesa Associates, Inc.
Phone: 423-424-7324 | Fax: 423-424-7303
Email: acuzzort@mesainc.com



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	x	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	Christopher Walker	Key Personnel: (Yes/No)	Y
Individual's Title	Senior Substation Engineer		
# of Years in Classification:	1	# of Years with Firm:	1

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
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Mr. Walker has 12 years of experience in the engineering field. In his current role, he designs and develops settings for transmission and distribution level substations and transmission lines for a large investor-owned utility, including complete station upgrades, line terminal upgrades, and transformer upgrades. He develops detailed protection and control scopes for transmission and distribution level projects and serves as a consultant to the Electric Power Research Institute (EPRI), working on relay settings configuration management.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
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March 2020 – present

Senior Substation Engineer

Mesa Associates, Ft. Mill, SC

525kV Line Terminal Upgrades: Developed high-level design of the protection scheme and developed protective relays settings and files for two 525kV transmission lines. The lines included a POTT and line differential protection as well as application of time-domain relays for research purposes.

October 2016 – March 2020

Chief Engineer, COO

Walker Consulting Services, LLC, Huntersville, NC

Calculated relay settings and performed arc flash and coordination analysis for several industrial and municipal installations. Served as consultant to the Electric Power Research Institute (EPRI) working on relay settings change management. Designed and developed settings for transmission level substations and transmission lines for a large investor-owned utility, including complete station upgrades, line terminal upgrades and transformer protection upgrades.

Settings for new 230/100kV Substation: Developed protective relay settings for a new 230/100kV substation. Included in the work were four 230kV lines with POTT and line differential schemes, 3 230/100kV autotransformers, four 100kV lines with POTT schemes, and two 100kV lines with line differential schemes. Also included was the remote end work on the lines to implement the new schemes.



Engineers and Consultants

June 2009 – October 2016**Senior Engineer****Duke Energy, Charlotte, NC**

Designed protective relaying schemes and developed settings for new stations for the bulk electric system, including a 100/44kV tie station. Developed protective relaying settings for distribution feeders, transformer protection, and transmission lines including stepped distance, DCB and POTT schemes. Developed standard protection schemes for transmission lines and transformers. Developed relaying one-line drawings in AutoCAD. Participated in a training development team to develop new training programs for engineers. Led scoping team in the development of scopes and estimates for upcoming projects. Assisted in the development and taught technical training classes focusing on protection and control topics. Other responsibilities included on-call support, event analysis, portable transformer protective settings, and assisting in the training of new engineers.

Region Support: Performed backup region support role, including event analysis and operation follow-up, testing support, and system failure impact analysis. Support for field personnel during project work or routine maintenance and testing.

Coal Power Plant Decommissioning and New 100/44kV Substation: Developed high-level design of the protection scheme and developed protective relays settings and files for a new 100/44kV substation to replace an existing switchyard. Completed addition of two new 230/100kV autotransformers with bus lines to connect a 230kV substation with the new 100/44kV substation. Performed protection upgrade in a new control house for an interim configuration for the existing 44kV at the site to be fed off of the new autotransformers. 100/44kV substation included dual 100kV bus differential schemes, 14 100kV line terminals with stepped distance, DCB, POTT, and line differential schemes including two 100/44kV transformers and five 44kV line terminals.

525kV Line Terminal Upgrade with Single Pole Tripping: Developed high-level design of the protection scheme and developed protective relays settings and files for a 525kV transmission line between two pumped storage hydro facilities. The line included a single-pole tripping scheme with both POTT and line differential protection.

230/100/44kV Autotransformer Relay Upgrades: Developed high-level design of the protection scheme and developed protective relay settings and files for three 230/100/44kV autotransformers. The schemes included dual transformer differential schemes with overcurrent protection on the high side and the tertiary delta.

Engineer III - 525/230kV Autotransformer Replacement and Breaker Failure Upgrade: Developed high-level design of the protection scheme and developed protective relays settings and files for the replacement of two 525/230kV autotransformers at a 525/230kV substation and upgrade breaker failure relaying on all breakers at the substation. Scheme included dual protection schemes for the autotransformers incorporating 230kV bus protection.

Engineer III - Complete 100kV Relay Upgrade at Generation Facility: Developed high-level design of the protection scheme and developed protective relays settings and files for a complete relay upgrade for the 100kV equipment at a generation facility. Included in this upgrade were dual bus differential schemes, twelve 100kV lines including stepped distance, DCB and line differential schemes.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

MS Electrical and Computer Engineering, emphasis in Power Systems, May 2009
Georgia Institute of Technology, Atlanta, GA

BS Electrical Engineering, emphasis in Power Systems, May 2007
University of Tennessee, Knoxville, TN



Engineers and Consultants

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer in KY (32539), January 2017
Professional Engineer in NC (039262), May 2012
Professional Engineer in SC (34150), February 2017

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Yuchen Lu, Senior Project Manager, Protection & Control
Electric Power Research Institute (EPRI)
Phone: 704-595-2692
Email: ylu@epri.com

Stephen Ladd, Principal Engineer
Duke Energy
Phone: 704-382-6656
Email: Stephen.Ladd@duke-energy.com

Ryan Lukens, Lead Engineer
Duke Energy
Phone: 704-382-1695
Ryan.Lukens@duke-energy.com



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	x	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	Kazem Shomali	Key Personnel: (Yes/No)	Y
Individual's Title	Director, Transmission Engineering		
# of Years in Classification:	2	# of Years with Firm:	27

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
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Mr. Shomali is a Director in Mesa's Power Delivery Transmission & Distribution Business Unit. He has over 31 years of experience in electrical/civil engineering design and related efforts in the support, development, and implementation of high-voltage and extra-high-voltage transmission lines. He has experience in many aspects of the electrical and mechanical components of transmission lines, as well as transmission line design, foundation design, feasibility studies, cost estimates, and construction field support. His strong engineering expertise covers a variety of engineering areas, including outages due to lightning and power surge, electric/magnetic field (ELF & EMF) analysis, working knowledge of testing and measuring soil resistivity, tower footing resistance touch and step voltages, corona loss study, overhead optical ground wire systems, and cathodic protection design.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
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November 1994 – Present
Director, Transmission
Mesa Associates, Chattanooga, TN

Program Manager, Laguna-Santa Rosa 230kV
Gulf Power, Pensacola, FL

Rebuilt 21.6 miles of the existing Laguna Beach-Santa Rosa #1, 115kV transmission line to 230kV specifications from Laguna Beach Transmission Substation to Santa Rosa Transmission Substation.

Program Manager, Holmes Creek-Highland City 230kV
Gulf Power, Pensacola, FL

Designed 57 miles of Holmes Creek-Highland City 230kV transmission line from Holmes Creek Substation to Highland City Substation. Construction and design consisted of retiring Holmes Creek-Chipley 115kV line from Holmes Creek Substation to structure 23 to allow for new double-circuit Holmes Creek-Highland City structures. Navigated GA/QC, customer interference, and supporting construction.

Program Manager, Camp Pendleton TL6912-Wood to Steel Pole Replacement
San Diego Gas & Electric, San Diego, CA

Replaced 85 existing wood poles (5.6 miles) in FTZ areas from Pendleton Sub to Z323635 with new light-duty and heavy engineered steel poles. Transfer existing conductor to new structures. Replaced distribution circuit 300 with new 636 ACSR conductors where practical. Poles designed to accommodate a double



Engineers and Consultants

circuit 1033.5 45/7 ACSR (Ortolan) conductor, one Distribution UB circuit (4 Wire Rook), and two Communications Circuits. Navigated GA/QC, customer interference, and supporting construction.

**Program Manager, Los Coches Sub-Elliot Substation
San Diego Gas & Electric, San Diego, CA**

Provided engineering services for a "Wood Pole Replacement" with approximately 23 single circuit wood structures from Z200694 to Mission Junction at structure Z379545 and 43 double circuits with TL639 (wood poles) from Z379545 to Z775593 for TL-636 in FTZ from Los Coches Substation to Elliot Substation. New light-duty and heavy engineered steel poles. New poles shall be designed for 900 ACSS/AW conductors and two (2)-96 counts Tracking Resistant ADSS fiber cables. Completed GA/QC, managing and supporting design.

**Program Manager, TL6910 ADSS Fiber Optic P Cable Project
San Diego Gas & Electric, San Diego, CA**

Fielded design and engineering services required for a proposed installation of ADSS fiber optic cable on SDG&E's existing TL 6910 from Miguel Substation to Border Substation per task requirements. Navigated GA/QC, managing and supporting design.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

MS Electrical Engineering, 1993
Tennessee State University, Nashville, TN

BS Electrical Engineering, 1982
Tennessee Technological University, Cookeville, TN

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Chris Wilbert, Transmission Manager
NextEra Energy, Pensacola, FL
Phone: 850-444-6486
Email: Christopher.Wilbert@nexteraenergy.com

Joe Armstrong, Director
PowerSouth, Andalusia, AL
Phone: 334-427-3329
Email: Joe.Armstrong@powersouth.com

Dax Guerard, Vice President
Southern Company Services, Birmingham, AL
Phone: 205-257-4125
Email: dguerard@southernco.com



Engineers and Consultants

Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	x	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	David Bennett	Key Personnel: (Yes/No)	Y
Individual's Title	Project Manager		
# of Years in Classification:	2	# of Years with Firm:	11

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
--	--	--	--

Mr. Bennett is a Project Manager in Mesa's Power Delivery Transmission & Distribution business unit. He has 18 years of experience in the engineering field, including 11 years in high-voltage transmission line design up to 230 kV. He directs engineers, designers, and technicians. He has performed and is knowledgeable in transmission line spotting, feasibility studies, bill of material preparation, foundation design and analysis, electric and magnetic field (ELF & EMF) analysis, cathodic protection design, and overhead and underground fiberoptic ground wire design. He is also knowledgeable in stormwater drainage infrastructure design and analysis, residential/commercial/hillside design, local to arterial roadway layout, construction support management of design teams, property due diligence, residential sub-division design, potable and non-potable water network analysis, and federal contract search procedures.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
---	--	--	--

August 2009 – Present
Project Manager
Mesa Associates, Chattanooga, TN

Project Manager, Southern Cement 46kV
Alabama Power, Birmingham, AL

Directed a group (engineer, designer, and technician) to model and analyze a transmission line for a specific maximum operating temperature. Due to the age of the line, checked existing records for any information pertaining to conductor type, structure type, and structure material. Analyzed the transmission line for adequate NESC clearances. Determined where vegetation clearing needed to be performed along the route. Prepared the proposal from the client's scope, managed the team in the design and creation of recordable documentation, and reviewed timesheets and invoices. Performed a final review of the project before submittal to the client.

Project Manager, Opp – Liberty 230kV
PowerSouth, Andalusia, AL

Led a group (engineer, designer, and technician) to replace an existing 3/8" HSS Shieldwire with a 48 SMF OPGW along the transmission line. Studied an existing model created by another company and reviewed it for accuracy before commencing design. Analyzed the transmission line for existing structure strength and adequate RUS clearances. Designed new structures to eliminate existing failures and handle the new OPGW. Prepared the proposal from the client's scope, managed the team in the design and creation of



Engineers and Consultants

construction documentation, including load and dimension drawings for replacement structures, and reviewed timesheets and invoices. Performed a final review of the project before submittal to the client.

***Project Manager, Greenwood – Long Beach 115kV
Gulf Power / Nextera Energy, Pensacola, FL***

Oversaw a group (engineer, designer, technician) to replace existing wood pole structures with pre-stressed concrete poles along the transmission line. Customized the structure height and type to match the existing line without causing undue stress on the adjacent structures and while maintaining current client clearances. Designed the new structures to handle a larger wire and maximum operating temperature. Performed additional review of the existing line to determine any clearance violations. Prepared the proposal from the client's scope, managed the team in the design and creation of construction documentation, and reviewed timesheets and invoices. Performed a final review of the project before submittal to the client.

***Group Lead, McNary-Jones Canyon No. 1 230kV
GeoDigital International Corp., Sandy Springs, GA***

Verified LIDAR survey data and TIN surface quality. Calculated conductor temperatures based upon provided weather and load data using the IEEE Standard 738 method. Modeled the existing structures in PLS-CADD using method 1 stick models with correct insulator lengths, weights, and wind areas. Graphically sagged the conductor to the LIDAR survey points using the calculated conductor temperatures and a Level 4 FE Sag analysis. Ran analyses in PLS-CADD to check for clearance violations and determined a maximum operating temperature at the current configuration.

***Group Lead, TL6910 Miguel to Otay/ADSS Fiber Installation
Burns & McDonnell, Otay, CA***

Verified LIDAR survey data and TIN surface quality. Calculated conductor temperatures based upon provided weather and load data using the IEEE Standard 738 method. Modeled the existing structures in PLS-POLE using method 4 models. Graphically sagged the conductors to the LIDAR survey points using the calculated conductor temperatures and a Level 3 FE Sag Analysis. Verified existing structures passed the clients' strength criteria with and without the new ADSS fiber modeled. Ran analyses in PLS-CADD to check for clearance violations. Created a summary table listing the structures and spans that violated the GO-95 criteria, designed new structures that corrected these violations. Designed the ADSS fiber including splice and UG tap locations. Created construction documents including alignment maps, pole datasheets, plan and profiles, stringing charts, bill of materials.

***Design Engineer, Holmes Creek-Highland City 230kV
Gulf Power, Pensacola, FL***

Designed 21 miles of new 230kV transmission line within existing right-of-way. Consisted of concrete, single pole single circuit and single pole double circuit structures. Design met NESC and client requirements for clearance and strength criteria. Crossed multiple state and federal highways and railroads. Analyzed the EMF for the transmission line and adjusted the design to meet the Florida Department of Environmental Protection agency requirements. Prepared construction documents including alignment maps, pole datasheets, plan and profiles, stringing charts, job specifications, and bill of materials.

***Design Engineer | TL6912 Wood to Steel/Fire Hardening Line
San Diego Gas & Electric, San Diego, CA***

Designed 5.4 miles of replacement 69kV transmission line within existing right-of-way in order to fire harden the line by replacing existing wood structures with galvanized steel. In addition to utilizing galvanized steel, an expanded conductor phase spacing was used, and the entire line was designed for one level of distribution and communication under-build. Design met NESC, GO95, and client requirements for clearance and strength criteria. Crossed one canyon that required the use of marker balls placed on an overhead ground wire. Provided exhibits for use in environmental permits and coordination with the landowner Marine Corps Base Camp Pendleton. Prepared construction documents including alignment maps, pole datasheets, plan and profiles, stringing charts, job specifications, and bill of materials.



Engineers and Consultants

**Design Engineer, Crist-Brentwood #2 115kV EMF Study
Gulf Power, Pensacola, FL**

Evaluated 4.8 miles of reconductored 115kV transmission line within existing right-of-way. Created cross-sections of the right-of-way at all changes (i.e. transmission line entering/exiting ROW, conductor configuration changes, conductor phasing changes, etc.). Determined actual conductor phasing of all transmission lines involved in the study. Entered cross-section data into EzEMF program for analysis. Determined steps required to fix areas where the electric and magnetic field were outside of the acceptable limits set by the Florida Department of Environmental Protection Agency. Created cross sections in AutoCAD to support the report generated and provided the PE stamp.

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS Civil Engineering, 2002
Ohio University, Athens, Ohio

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Professional Engineer AL (39055-E), February 2020
Professional Engineer FL (70533), December 2009
Professional Engineer GA (PE045589), February 2020
Professional Engineer NV (018888), June 2005

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Chris Wilbert, Transmission Manager
NextEra Energy, Pensacola, FL
Phone: 850-444-6486
Email: Christopher.Wilbert@nexteraenergy.com

Joe Armstrong, Director
PowerSouth, Andalusia, AL
Phone: 334-427-3329
Email: Joe.Armstrong@powersouth.com

Dax Guerard, Vice President
Southern Company Services, Birmingham, AL
Phone: 205-257-4125
Email: dguerard@southernco.com



Company Name Submitting Proposal:	Mesa Associates, Inc.
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Check the appropriate box if the proposed individual is prime contractor staff or subcontractor staff.			
Contractor:	x	Subcontractor:	

The following information requested pertains to the individual being proposed for this project.			
Name:	Carolyn Nichols	Key Personnel: (Yes/No)	Y
Individual's Title	Group Lead		
# of Years in Classification:	1	# of Years with Firm:	3

BRIEF SUMMARY OF PROFESSIONAL EXPERIENCE <i>Information should include a brief summary of the proposed individual's professional experience.</i>			
--	--	--	--

Ms. Nichols performs mostly non-technical drafting support for assigned projects using computer-aided design technology. Manages personal task assignments and adheres to project scope of work, schedule and budget on all assigned tasks. Performs basic CAD and manual drafting based on mark-ups and direction obtained from designers and engineers. Assigns basic routing drafting work with technical items that require resolution.

RELEVANT EXPERIENCE <i>Information required should include: timeframe, company name, company location, position title held during the term of the contract/project and details of contract/project.</i>			
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September 2017 – Present
Group Lead
Mesa Associates, Chattanooga, TN

Engineer, TL6910 Miguel to Border 69kV Fiber/CMP
San Diego Gas & Electric, San Diego, CA

Design TL6910 to accommodate fiber optic cables and replace any structures that fail to meet GO95 compliance. Responsibilities involve modeling the existing transmission line and replacing multiple structures and creating different drawings and documents.

Engineer, TL6912 Camp Pendleton Wood to Steel
San Diego Gas & Electric, San Diego, CA

Change all poles on TL6912 inside Camp Pendleton from wood to steel. Responsibilities involve transmission line design and the creation of drawings and documents.

Engineer, Corrective Maintenance Program
Burns & McDonnell, San Diego, CA

Design replacement poles for structures that fail to meet SDG&E's compliance standards. Responsibilities involve designing structures using existing conditions and the creation of supporting documents.

Engineer, TL639 Sycamore Canyon to Scripps Wood to Steel
San Diego Gas & Electric, San Diego, CA

Change all poles from wood to steel. Responsibilities involve transmission line design and the creation of drawings and documents.



Engineers and Consultants

EDUCATION

Information required should include: institution name, city, state, degree and/or Achievement and date completed/received.

BS Engineering, Minor in Underground Construction and Tunneling, 2014
Colorado School of Mines, Golden, CO

CERTIFICATIONS

Information required should include: type of certification and date completed/received.

Engineer in Training Certified, July 2014

REFERENCES

A minimum of three (3) references are required, including name, title, organization, phone number, fax number and email address.

Chris Wilbert, Transmission Manager
NextEra Energy, Pensacola, FL
Phone: 850-444-6486
Email: Christopher.Wilbert@nexteraenergy.com

Joe Armstrong, Director
PowerSouth, Andalusia, AL
Phone: 334-427-3329
Email: Joe.Armstrong@powersouth.com

Dax Guerard, Vice President
Southern Company Services, Birmingham, AL
Phone: 205-257-4125
Email: dguerard@southernco.com



Engineers and Consultants

629 Market St.
Suite 200
Chattanooga, TN 37402
Phone: 423-424-7300
Fax: 423-424-7303



**Proposal to:
State of Nevada
Colorado River Commission of
Nevada**

**Engineering Services
RFP ES-21-01**

Mesa Proposal # 2021.00095

April 26, 2021

Part II – Cost Proposal

Contact Information

Reggie Headrick, P.E.
Sr. Vice President
Power Delivery Substation
865.671.5408
rheadrick@mesainc.com

Angela Cuzzort, P.E.
Director of Engineering
Power Delivery Substation
423.424.7324
acuzzort@mesainc.com

CONFIDENTIALITY NOTICE:

This proposal and accompanying documents contain information from Mesa Associates, which is confidential or privileged. The information is intended for the individual or entity named on this document. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited.



SECTION I

Part II – Cost Proposal	
RFP Title:	Engineering Services
RFP #:	ES-21-01
Vendor Name:	Mesa Associates, Inc.
Address:	480 Production Ave. Madison, AL 35758
Proposal Opening Date:	04/26/2021
Proposal Opening Time:	2:00pm



SECTION II – COST PROPOSAL

COST SCHEDULE *Engineering Services*

Vendor Name: Mesa Associates, Inc.

Direct Labor – Job Titles	Hourly Rate
A. Director, Transmission	\$ 212.35
B. Group Lead, Transmission	\$ 108.95
C. Project Manager, Transmission	\$ 160.05
D. Director, Substations	\$ 200.65
E. Senior Engineering Manager	\$ 168.30
F. Principal Power System Engineer	\$ 162.50
G. Principal Engineer	\$ 164.15
H. Senior Substation Engineer	\$ 159.40
I. Structural Engineer	\$ 148.75
J. Project Manager, Substations	\$ 131.30
K. Project Controls Specialist	\$ 63.70
L. Drafter	\$ 60.80



Engineers and Consultants

629 Market St.
Suite 200
Chattanooga, TN 37402
Phone: 423-424-7300
Fax: 423-424-7303



**Proposal to:
State of Nevada
Colorado River Commission of
Nevada**

**Engineering Services
RFP ES-21-01**

Mesa Proposal # 2021.00095

April 26, 2021

Part III – Confidential Financial Information

Contact Information

Reggie Headrick, P.E.
Sr. Vice President
Power Delivery Substation
865.671.5408
rheadrick@mesainc.com

Angela Cuzzort, P.E.
Director of Engineering
Power Delivery Substation
423.424.7324
acuzzort@mesainc.com

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SECTION I

Part III – Confidential Financial Information	
RFP Title:	Engineering Services
RFP #:	ES-21-01
Vendor Name:	Mesa Associates, Inc.
Address:	480 Production Ave. Madison, AL 35758
Proposal Opening Date:	04/26/2021
Proposal Opening Time:	2:00pm



SECTION II – FINANCIAL INFORMATION AND DOCUMENTATION

Dun and Bradstreet Number:

60-585-6103

Federal Tax Identification Number:

63-1029698

The last two (2) years and current year interim:

Profit and Loss Statement

Balance Statement

2019, 2020, and 2021 YTD statements are attached. Please note, 2020 financial statements have not been finalized.

MESA ASSOCIATES, INC.
FINANCIAL STATEMENTS
DECEMBER 31, 2018

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Statements of Income and Retained Earnings.....	5
Statements of Cash Flows	6
Notes to Financial Statements.....	8



INDEPENDENT AUDITOR'S REPORT

**Board of Directors
Mesa Associates, Inc.
Madison, Alabama**

Report on the Financial Statements

We have audited the accompanying financial statements of Mesa Associates, Inc. which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

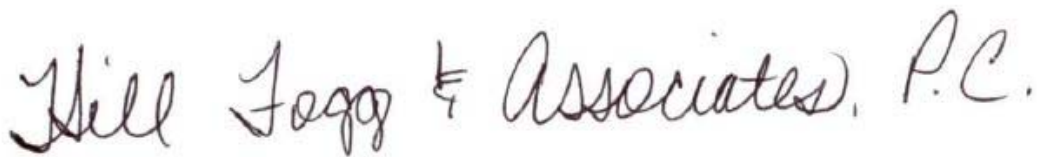
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for Qualified Opinion

As more fully discussed in Note 11, the accompanying financial statements exclude the assets, liabilities, equity, revenue and expenses of variable interest entities that, in our opinion, should be included in the financial statements in order to conform with generally accepted accounting principles. Consolidated financial statements including all variable interest entities of the Mesa family have been prepared and are recommended to be referred to in addition to the accompanying financial statements.

Qualified Opinion

In our opinion, except for the effects of the matter described in the *Basis for Qualified Opinion* paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Mesa Associates, Inc. as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in dark ink that reads "Hill Fogg & Associates, P.C." in a cursive, flowing script.

HILL, FOGG, & ASSOCIATES, P.C.

Huntsville, Alabama

July 29, 2019

MESA ASSOCIATES, INC.
BALANCE SHEETS
AS OF DECEMBER 31, 2018, WITH COMPARATIVE AMOUNTS FOR 2017

	<u>ASSETS</u>	
	2018	2017
CURRENT ASSETS		
Cash and cash equivalents (Note 2)	\$ 7,422,891	\$ 1,887,988
Marketable securities (Note 1)	2,843,009	3,108,935
Trade accounts receivable, net of allowance for doubtful accounts of \$108,176 and \$76,061, respectively (Notes 1 & 3)	22,643,253	17,379,311
Unbilled costs and estimated earnings on uncompleted contracts (Note 4)	8,230,893	6,397,394
Employee advances	45,783	37,041
Prepaid expense	554,255	1,295,820
Current portion of notes receivable- related entities (Note 11)	236,045	1,150,329
Accrued interest receivable (Note 11)	-	1,200
TOTAL CURRENT ASSETS	41,976,129	31,258,018
OTHER ASSETS		
Notes receivable less current portion- related entities (Note 11)	408,659	390,785
Investment in affiliate (Note 11)	2,849	17,398
Cash value of officers' life insurance	228,423	235,236
Deposits	70,436	72,075
	710,367	715,494
PROPERTY, PLANT, AND EQUIPMENT - on the basis of cost less accumulated depreciation (Note 1)		
Furniture and fixtures	2,250,352	2,031,122
Equipment	6,043,235	7,128,214
Computer software	7,216,182	5,954,846
Leasehold improvements	707,804	629,129
Vehicles	327,626	368,974
	16,545,199	16,112,285
Less allowance for depreciation	(12,653,512)	(12,785,783)
	3,891,687	3,326,502
TOTAL ASSETS	\$ 46,578,183	\$ 35,300,014

The accompanying notes are an integral part of these financial statements.

MESA ASSOCIATES, INC.
BALANCE SHEETS (Continued)
AS OF DECEMBER 31, 2018, WITH COMPARATIVE AMOUNTS FOR 2017

	<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>	
	<u>2018</u>	<u>2017</u>
CURRENT LIABILITIES		
Trade accounts payable	\$ 10,125,546	\$ 1,449,363
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 4)	423,157	835,131
Accrued salaries	2,150,301	1,640,195
Payroll taxes withheld and accrued	249,567	147,641
Accrued vacation (Note 1)	2,069,793	1,778,946
Accrued bonuses (Note 6)	950,000	950,000
Other accrued expenses	152,793	141,798
Accrued and withheld retirement (Note 5)	2,006,365	1,689,565
Bank line of credit (Note 8)	-	30,720
TOTAL CURRENT LIABILITIES	18,127,522	8,663,359
OTHER LIABILITIES		
Note payable from shareholder (Note 10)	-	501,271
TOTAL LIABILITIES	18,127,522	9,164,630
STOCKHOLDERS' EQUITY		
Common stock, par value \$1.00 per share, 100,000 shares authorized, 1,000 shares issued and outstanding	1,000	1,000
Paid in capital	615,340	615,340
Retained earnings	27,834,321	25,519,044
	28,450,661	26,135,384
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 46,578,183	\$ 35,300,014

The accompanying notes are an integral part of these financial statements.

MESA ASSOCIATES, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2018,
WITH COMPARATIVE AMOUNTS FOR 2017

	<u>2018</u>	<u>2017</u>
NET SALES AND OTHER INCOME		
Sales	\$ 126,727,461	\$ 86,348,466
Investment income (loss)	(261,245)	512,949
TOTAL INCOME	<u>126,466,216</u>	<u>86,861,415</u>
COST AND EXPENSES		
Direct labor	38,800,382	32,120,885
Overhead	31,707,091	26,157,276
Subcontracts, material, and travel	36,937,505	9,716,713
General and administrative	10,918,651	9,534,417
Interest	29,100	36,832
Other costs (income)	258,210	(193,173)
TOTAL COST AND EXPENSES	<u>118,650,939</u>	<u>77,372,950</u>
NET INCOME	<u>7,815,277</u>	<u>9,488,465</u>
RETAINED EARNINGS - BEGINNING OF YEAR	25,519,044	18,970,579
DIVIDENDS	<u>(5,500,000)</u>	<u>(2,940,000)</u>
RETAINED EARNINGS - END OF YEAR	<u><u>\$ 27,834,321</u></u>	<u><u>\$ 25,519,044</u></u>

The accompanying notes are an integral part of these financial statements.

MESA ASSOCIATES, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018,
WITH COMPARATIVE AMOUNTS FOR 2017

	<u>2018</u>	<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 7,815,277	\$ 9,488,465
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation	2,311,524	2,031,706
(Gain) loss on sale of asset	5,185	(1,068)
Cash value of officers' life insurance	6,813	(41,428)
Net realized (gain) loss on marketable securities	(60,230)	(74,728)
Net unrealized (gain) loss on marketable securities	380,319	(386,588)
Decrease (increase) in operating assets:		
Trade accounts receivable	(5,263,942)	(3,505,541)
Unbilled costs and earnings on uncompleted contracts	(1,833,499)	3,765,791
Employee advances	(8,742)	(13,533)
Prepaid expenses	741,565	(68,997)
Accrued interest receivable	1,200	600
Deposits	1,639	(14,684)
Increase (decrease) in operating liabilities:		
Trade accounts payable	8,676,183	586,238
Billings in excess of costs on uncompleted contracts	(411,974)	(4,474,131)
Accrued salaries	510,106	82,799
Payroll taxes withheld and accrued	101,926	(12,560)
Accrued vacation	290,847	237,417
Accrued bonuses	0	39,555
Other accrued expenses	10,995	(56,431)
Accrued and withheld retirement	316,800	549,521
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 13,591,992</u>	<u>\$ 8,132,403</u>

The accompanying notes are an integral part of these financial statements.

MESA ASSOCIATES, INC.
STATEMENTS OF CASH FLOWS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2018,
WITH COMPARATIVE AMOUNTS FOR 2017

	<u>2018</u>	<u>2017</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 13,591,992</u>	<u>\$ 8,132,403</u>
CASH FLOWS FOR INVESTING ACTIVITIES		
Net sales (purchases) of marketable securities	(54,163)	(280,868)
Notes receivable- related entities	896,410	(981,649)
Investment in affiliate	14,549	(16,096)
Note receivable	-	5,378
Proceeds from sale of fixed assets	-	2,352
Purchase of fixed assets	<u>(2,881,894)</u>	<u>(2,546,648)</u>
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>(2,025,098)</u>	<u>(3,817,531)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Bank line of credit	(30,720)	(3,093,070)
Installment loans	-	(22,758)
Shareholder loan	(501,271)	1,271
Dividends paid	<u>(5,500,000)</u>	<u>(2,940,000)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>(6,031,991)</u>	<u>(6,054,557)</u>
NET INCREASE (DECREASE) IN CASH	5,534,903	(1,739,685)
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>1,887,988</u>	<u>3,627,673</u>
CASH AND EQUIVALENTS - END OF YEAR	<u><u>\$ 7,422,891</u></u>	<u><u>\$ 1,887,988</u></u>

The accompanying notes are an integral part of these financial statements.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Mesa Associates, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Nature of Operations

The Company provides engineering, design, and survey services for various customers including private industry, public utilities, and government agencies of the United States and other countries. The Company has offices located in Madison, Alabama, as well as satellite offices in Arkansas, California, Colorado, Delaware, Kentucky, New York, South Carolina, and multiple offices in Tennessee.

Date of Management's Review

Management has evaluated subsequent events through July 29, 2019, the date on which the financial statements were available to be issued.

Revenue Recognition

Income from cost-plus-fee contracts is recognized as costs are incurred and fees are earned under the contract. Earnings on time and material contracts are recognized as hours are delivered or as material charges are incurred for which the Company is entitled to reimbursement. Revenue on fixed price contracts is recognized on the percentage-of-completion method based upon the ratio of costs incurred to total estimated costs. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Earnings and costs on contracts are subject to revision throughout the terms of the contracts, and any required adjustments are made in the periods in which revisions become known. Provisions are made for the full amounts of anticipated losses in the periods in which they are first determinable, and claims for additional contract revenues are not recognized in the accounts until such claims have been allowed.

Bad Debts

The Company established an allowance for bad debts in 2018 and 2017 for customer's accounts receivable balances that were in dispute. In the past, the Company has not provided an allowance for bad debts since its customers are typically U.S. Government agencies, public utilities, or recurring customers and accounts receivable write-offs are rare. The Company incurred \$32,115 and \$(293,224) for bad debt expense in 2018 and 2017, respectively.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments

Marketable securities are stated at fair market value in the accompanying balance sheet and are comprised of the following:

	<u>2018</u>	<u>2017</u>
Common stocks	\$ 2,355,696	\$ 2,571,789
Municipal bonds	487,313	537,146
 Total marketable securities	 <u>\$ 2,843,009</u>	 <u>\$ 3,108,935</u>

The common stocks and municipal bonds are classified in the accompanying balance sheet as trading securities. The cost of these securities for purposes of calculating realized gains and losses is determined under the first in first out method of pricing securities. Unrealized gains (losses) with respect to these securities recognized in the statement of income during 2018 and 2017 amounted to \$(380,319) and \$386,588 respectively. Realized gains (losses) with respect to trading securities during 2018 and 2017 amounted to \$60,230 and \$74,728, respectively.

Depreciation and Amortization

Property and equipment are carried at cost. For financial reporting purposes, the Company uses the double-declining balance method of depreciation. The Company determined that this method more closely matches depreciation expense with the rate at which the assets' values decline over time.

	<u>Years</u>
Computer software	3
Equipment	5-7
Furniture and fixtures	7
Vehicles	5
Leasehold improvements	10

For federal income tax purposes, depreciation is computed using the modified accelerated cost recovery system. Expenditures for major renewals and improvements that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation expense for the year ended December 31, 2018 and December 31, 2017 was \$2,311,524 and \$2,031,706, respectively.

Cash and Cash Equivalents

The Company treats cash held in highly liquid money market funds as cash equivalents for purposes of presentation in the accompanying balance sheet and statement of cash flows.

Accrued Vacation

Vacation expense is accrued based upon the number of hours earned by employees at their current pay rate. Vacation expense was \$3,401,585 and \$2,834,319 for the years ending December 31, 2018 and 2017, respectively.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

As of incorporation, the Company has elected for federal and state purposes to be treated as a Subchapter S corporation. Under IRS and Alabama regulations relating to S corporations, income earned by the corporation is reported as taxable income by the shareholders of the Company in proportion to their stock ownership interest. Generally, but not always, dividends are declared and paid by the corporation in amounts sufficient to enable stockholders to meet their tax obligations caused by corporate profits.

A substantial portion of the Company's operations are conducted in Tennessee which requires corporations to file and pay income taxes regardless of its S election. Tennessee income taxes totaling \$402,182 and \$277,545 were recorded as income tax expense during 2018 and 2017, respectively. These state income taxes are typically recoverable under contracts performed by the company as general and administrative costs and are therefore presented as such in the accompanying financial statements.

For federal and state purposes, the Company utilizes the cash method of reporting income and the modified accelerated cost recovery method of determining depreciation. For financial reporting purposes, depreciation is provided for using the double-declining balance method. Because of these timing differences, cumulative income not reported for tax purposes as of December 31, 2018 and 2017 amounted to \$17,413,138 and \$18,078,539, respectively.

Taxable income reported to shareholders for the years ending December 31, 2018 and 2017 for inclusion on their individual income tax returns amounted to \$10,331,737 and \$5,445,813, respectively.

Recent Accounting Pronouncement

In May 2014, the FASB issued changes to the recognition of revenue from contracts with customers. These changes created a comprehensive framework for all entities in all industries to apply in the determination of when to recognize revenue, and, therefore, supersede virtually all existing revenue recognition requirements and guidance. This framework is expected to result in less complex guidance in application while providing a consistent and comparable methodology for revenue recognition. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. To achieve this principle, an entity should apply the following steps: (i) identify the contract(s) with a customer, (ii) identify the performance obligations in the contract(s), (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract(s), and (v) recognize revenue when, or as, the entity satisfies a performance obligation.

In August 2015, the FASB deferred the effective date by one year, making these changes effective for Mesa Associates, Inc. on January 1, 2018. The Company completed a detailed review of the terms and provisions of their customer contracts and evaluated these contracts under the new guidance and concluded that Mesa Associates, Inc.'s revenue recognition practices are in compliance with these changes. As a result, management has determined that the adoption of these changes did not have a material impact on the Company's financial statements.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 2 – CONCENTRATIONS OF CREDIT RISK

Financial instruments which potentially subject the Company to concentrations of credit risk consist of cash and accounts receivable.

At December 31, 2018 and 2017, the Company had book balances of \$7,488,328 and \$1,887,988 on deposit with financial institutions; however, the bank balances were \$5,360,694 and \$2,398,299, respectively. Bank balances are insured by Federal Deposit Insurance Corporation up to \$250,000. Bank balances above FDIC limits are uninsured and uncollateralized.

NOTE 3 – CONCENTRATIONS

The Company had significant accounts receivable balances of \$3,429,593 and \$5,340,626 with TVA, a significant customer, at December 31, 2018 and 2017. Sales to TVA during 2018 and 2017 totaled approximately \$30,247,671 and 32,032,772, respectively.

NOTE 4 – COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Details with respect to costs, earnings, and billings on uncompleted contracts were as follows:

	<u>2018</u>	<u>2017</u>
Costs incurred on uncompleted contracts to date	\$ 83,096,341	\$ 76,666,138
Estimated earnings to date	15,809,630	14,572,333
Less: billings to date	<u>(91,098,235)</u>	<u>(85,676,208)</u>
Net under billed (over billed)	<u>\$ 7,807,736</u>	<u>\$ 5,562,263</u>

Under (over) billings are included in the accompanying balance sheets under the following captions:

	<u>2018</u>	<u>2017</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 8,230,893	\$ 6,397,394
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(423,157)</u>	<u>(835,131)</u>
Net under billed (over billed)	<u>\$ 7,807,736</u>	<u>\$ 5,562,263</u>

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 5 – RETIREMENT PLAN

The Company has established, for the benefit of its employees, a 401(k) profit sharing retirement plan. Under terms of the plan, employees may defer up to one-hundred percent of compensation subject to IRS limitations. In order to encourage participation, the Company matches fifty percent of employee deferrals up to six percent. Practically all full-time employees are eligible to participate after satisfying eligibility requirements regarding age. Employees are eligible to participate upon hire date. Company expense for matching contributions amounted to \$1,336,381 and \$1,122,849 for 2018 and 2017, respectively. Additional discretionary employer contributions were \$517,495 and \$442,759 during 2018 and 2017.

NOTE 6 – PERFORMANCE BONUSES

The Company has established a cash bonus plan to reward employee performance based on quantitative and qualitative assessment by management. Performance bonus expense amounted to \$3,914,350 and \$2,561,106 for the years ended December 31, 2018 and 2017, respectively.

NOTE 7 – OPERATING AND CAPITAL LEASES

The Company leases office space and equipment for each location under various operating leases. Rental expense for all operating leases during fiscal years 2018 and 2017 was \$3,373,958 and \$3,104,062, respectively. Future minimum lease payments under these leases are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2019	\$ 3,471,558
2020	3,258,064
2021	3,135,558
2022	1,340,862
2023	<u>967,583</u>
Total minimum lease payments	<u>\$ 12,173,625</u>

NOTE 8 – LINES OF CREDIT

In July 2008, the Company entered into a line of credit agreement with Regions Bank. Terms of the line of credit provide for draws up to \$10,000,000 at an interest rate of 4.75563% as of December 31, 2018. The line of credit matures on August 28, 2019. The line of credit is secured by accounts receivable of the Company and the personal guarantee of the Company's president. As of December 31, 2018 the Company was in compliance with the various financial and non-financial covenants required under the terms of the loan agreement. As of December 31, 2018 and 2017, there was an outstanding balance of \$0- and \$30,720, respectively. Cash paid during 2018 and 2017 for interest was \$29,100 and \$27,023, respectively.

On July 30, 2008, the Company became a co-borrower with Mesa Robotics, Inc. on a line of credit with Regions Bank. Terms of the line of credit provide for draws up to \$5,000,000. The line of credit is secured by accounts receivable of the Company and accounts receivable of Mesa Robotics, Inc., and the personal guarantee of the Company's president.

**MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018**

NOTE 9 – SUPPLEMENTAL CASH FLOW INFORMATION

The Company considers cash and cash equivalents to be highly liquid instruments with maturity of three months or less. Cash paid during the years ended December 31, 2018 and 2017 for interest was \$29,100 and \$36,832. Cash paid during 2018 and 2017 for state income taxes amounted to \$402,182 and \$277,545.

NOTE 10 – NOTE PAYABLE FROM SHAREHOLDER

In December 2016, Ranjana Savant, a Company shareholder, loaned \$500,000 to the Company. Terms of the loan called for interest at an annual rate of 0.25% on the unpaid principal balance with the note maturing on December 31, 2019. The outstanding balance of the loan including interest due was paid in full as of December 31, 2018. The outstanding balance of the loan as of December 31, 2017 including accrued interest was \$501,271.

NOTE 11 – RELATED PARTY TRANSACTIONS

Mesa Associates, Inc., Mesa Robotics, Inc., Mesa Technical Services, LLC, Mesa Properties, LLC, Mesa Properties II, LLC, Mesa Properties Chattanooga, LLC and Mesa Properties Alabama, LLC are all owned by the same three shareholders/members. Mesa Associates, Inc. provides engineering, design, and survey services to public utilities, private industry, and government agencies of the United States and other countries. Mesa Robotics, Inc. is a spin-off company of Mesa Associates, Inc. that manufactures robots and provides robotics engineering design services for private industry and government agencies of the United States, as well as design and fabrication of automation equipment for the industrial manufacturing market. Mesa Technical Services, LLC was created to provide temporary employment services to Mesa Associates, Inc. as well as private industry, public utilities, and government agencies of the United States. Mesa Properties, LLC was formed to construct and lease a building to Mesa Associates, Inc. in exchange for rental payments. Mesa Properties II, LLC was formed to lease buildings to Mesa Robotics, Inc. in exchange for rental payments. Mesa Properties Chattanooga, LLC was formed to purchase and lease a building in exchange for rental payments. Mesa Properties Alabama, LLC was formed to purchase and lease a building in exchange for rental payments.

Mesa Associates, LLC

The majority shareholder of the Company owns a minority controlling interest in Mesa Associates, LLC. During 2018 and 2017 the Company received subcontract payments from Mesa Associates, LLC amounting to \$18,038,526 and \$13,140,964, respectively. Mesa Associates, LLC in turn billed these services to its customers and received income totaling \$18,220,733 and \$13,273,700, respectively for those years. No other transactions occurred between the two companies.

Mesa Properties, LLC

The shareholders of the Company also own Mesa Properties, LLC. The Company leases a building from Mesa Properties, LLC located in Knoxville, Tennessee. Terms of the lease call for rent payments of \$70,875 per month through 2024.

During 2018 and 2017, the Company received \$6,316 and \$25,495, respectively, in management fees and operating costs from Mesa Properties, LLC.

**MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018**

NOTE 11 – RELATED PARTY TRANSACTIONS (Continued)

Mesa Properties II, LLC

The shareholders of the Company also own Mesa Properties II, LLC. In February 2015, the Company loaned \$530,000 to Mesa Properties II, LLC. Terms of the loan call for monthly payments of \$6,697 that includes both principal and interest at a rate of 1.7% per annum commencing May 1, 2015 and for the note to mature on April 1, 2022. The balance of the note as of December 31, 2018 and 2017 was \$253,918 and \$335,490, respectively. Interest income received on the note amounted to \$5,488 and \$6,386 for 2018 and 2017, respectively.

During 2018 and 2017, the Company received \$2,011 and \$3,766, respectively in management fees and operating costs from Mesa Properties II, LLC.

Mesa Properties Chattanooga, LLC

The shareholders of the Company also own Mesa Properties Chattanooga, LLC. Mesa Properties Chattanooga was formed during 2011 to purchase and lease a building to customers in Chattanooga, Tennessee.

In December 2016, the Company loaned Mesa Properties Chattanooga, LLC \$150,000. Terms of the loan called for interest at an annual rate of 2.4% on the unpaid principal balance with the note maturing on December 31, 2019. The Company paid off the remaining balance of the loan during 2017. The balance of the note as of December 31, 2018 and 2017 was \$-0- and \$-0-, respectively. Interest income received on the note amounted to \$-0- and \$1,200 for 2018 and 2017, respectively.

The Company executed in April 2012 a lease with Mesa Properties Chattanooga, LLC for office space in Chattanooga, Tennessee. Terms of the lease call for rent payments of \$124,797 until March 2017, \$128,283 until March 2018 and \$131,834 until March 2019. The lease term goes through the year 2022 with rent escalating 3% annually.

During 2018 and 2017, the Company received \$135,346 and \$178,407, respectively in management fees and operating costs from Mesa Properties Chattanooga, LLC.

Mesa Robotics, Inc. d/b/a Mesa Technologies, Inc.

The shareholders of the Company also own Mesa Robotics, Inc. As discussed in Note 8, the Company is co-borrower with Mesa Robotics, Inc. on a line of credit with Regions Bank.

During 2018 and 2017, the Company had sales to Mesa Robotics, Inc. of \$1,200,394 and \$442,458, respectively. These sales were at cost with an appropriate charge for overhead and general and administrative expense. No profit was charged to Mesa Robotics, Inc. on the sales.

The Company had purchases of \$848,932 and \$941,312 from Mesa Robotics, Inc. in 2018 and 2017, respectively. Mesa Robotics, Inc. paid the Company \$475,557 and \$301,203 in management fees in 2018 and 2017, respectively.

**MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018**

NOTE 11 – RELATED PARTY TRANSACTIONS (Continued)

Mesa Robotics, Inc. d/b/a Mesa Technologies, Inc.

In December 2017, the Company loaned \$1,205,624 to Mesa Robotics, Inc. Terms of the loan call for a principal payment of \$705,624 by May 1, 2018 and for monthly payments of \$14,206 that includes both principal and interest at a rate of 1.47% per annum commencing May 1, 2018. The note matures on April 1, 2021. The balance of the note as of December 31, 2018 and 2017 was \$390,785 and \$1,205,624, respectively. Interest income received on the note amounted to \$4,433 and \$-0- for 2018 and 2017, respectively.

Mesa Technical Services, LLC

The shareholders of the Company also own Mesa Technical Services, LLC. The Company had purchases of \$5,308,112 and \$4,386,067 from Mesa Technical Services, LLC in 2018 and 2017, respectively. Mesa Technical Services, LLC paid the Company \$101,042 and \$83,405 in management fees in 2018 and 2017, respectively.

Mesa Properties Alabama, LLC

The shareholders of the Company also own Mesa Properties Alabama, LLC. The Company leases a building from Mesa Properties Alabama, LLC in Madison, Alabama. Terms of the lease call for rent payments of \$26,471 per month with the lease expiring in July 2022. The Company paid \$317,652 and \$116,247 in rent payments to Mesa Properties Alabama, LLC in 2018 and 2017, respectively.

Mesa Properties Alabama, LLC paid the Company \$2,436 and \$988 in management fees in 2018 and 2017, respectively. Accounts receivable balances owed from Mesa Properties Alabama, LLC as of December 31, 2018 and 2017 amounted to \$4,953 and \$79,862, respectively. Accounts payable owed to Mesa Properties Alabama, LLC from the Company as of December 31, 2018 and 2017 was \$-0- and \$50,000, respectively.

Mesa-Cardno JV, LLC

The Company owns a controlling interest in Mesa-Cardno JV, LLC. During 2018 and 2017 the Company had sales to Mesa-Cardno JV, LLC of \$68,840 and \$105,756, respectively. Mesa-Cardno JV, LLC paid the Company \$2,048 and \$2,593 in management fees in 2018 and 2017, respectively. These sales were at cost with an appropriate charge for overhead and general and administrative expense.

Mesa Properties, LLC, Mesa Properties II, LLC, Mesa Properties Chattanooga, LLC, Mesa Robotics, Inc., Mesa Technical Services, LLC, Mesa Properties Alabama and Mesa-Cardno JV, LLC represent variable interest entities under common control as discussed in the independent auditor's report. Consolidated financial statements including all entities have been prepared and are recommended to be referred to in addition to these financial statements.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 12- UNCERTAINTY IN INCOME TAXES

The Company operates in the state of Alabama as well as other states and therefore is subject to the income tax laws of Alabama and the other states as well as those of the federal government. As of the date of this report, years remaining open under the statute of limitations for those authorities are 2016 through 2018. Management believes all tax positions taken are supportable and no significant tax adjustments are expected during the next year. The Company is not currently under audit by any of these authorities and no penalties or interest with respect to tax liabilities were incurred in 2018.

MESA ASSOCIATES, INC.
FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

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INDEPENDENT AUDITOR'S REPORT

**To the Board of Directors
Mesa Associates, Inc.
Madison, Alabama**

We have audited the accompanying financial statements of Mesa Associates, Inc. which comprise the balance sheet as of December 31, 2019, and the related statements of income and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

Basis for Qualified Opinion

As more fully described in Note 9 to the financial statements, the Company's financial statements exclude the assets, liabilities, equity, revenue and expenses of variable interest entities. In our opinion, the Company's financial statements should include the accounts of the variable interest entities to conform with accounting principles generally accepted in the United States of America. Quantification of the effects of this departure from generally accepted accounting principles on the financial position, results of operations, and cash flows of Mesa Associates, Inc. is not practicable.

Qualified Opinion

In our opinion, except for the effects of the matter described in the Basis for Qualified Opinion paragraph, the financial statements referred to in the first paragraph present fairly, in all material respects, the financial position of Mesa Associates, Inc. as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "Hill Fogg & Associates, P.C.".

HILL, FOGG, & ASSOCIATES, P.C.

Huntsville, Alabama

June 10, 2020

MESA ASSOCIATES, INC.
BALANCE SHEETS
AS OF DECEMBER 31, 2019 AND 2018

ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,682,587	\$ 7,422,891
Marketable securities	3,473,087	2,843,009
Contracts receivable, net of allowance for doubtful accounts of \$359,834 and \$108,176, respectively	34,237,774	30,874,146
Employee advances	42,558	45,783
Prepaid expense	1,407,199	554,255
Notes receivable from affiliates - current portion	71,407	236,045
Other current assets	389,479	-
TOTAL CURRENT ASSETS	<u>44,304,091</u>	<u>41,976,129</u>
PROPERTY, PLANT, AND EQUIPMENT - on the basis of cost less accumulated depreciation		
Furniture and fixtures	1,418,862	2,250,352
Equipment	4,055,279	6,043,235
Computer software	3,843,045	7,216,182
Leasehold improvements	1,086,953	707,804
Vehicles	385,036	327,626
Less allowance for depreciation	(6,646,171)	(12,653,512)
PROPERTY, PLANT, AND EQUIPMENT, NET	<u>4,143,004</u>	<u>3,891,687</u>
OTHER ASSETS		
Notes receivable from affiliates, net of current portion	105,870	408,659
Investment in affiliate	-	2,849
Cash value of officers' life insurance	285,866	228,423
Deposits	87,510	70,436
TOTAL OTHER ASSETS	<u>479,246</u>	<u>710,367</u>
TOTAL ASSETS	<u>\$ 48,926,341</u>	<u>\$ 46,578,183</u>

See accompanying independent auditor's report and notes to the financial statements

MESA ASSOCIATES, INC.
BALANCE SHEETS - CONTINUED
AS OF DECEMBER 31, 2019 AND 2018

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2019</u>	<u>2018</u>
CURRENT LIABILITIES		
Trade accounts payable	\$ 1,145,488	\$ 10,125,546
Billings in excess of costs and estimated earnings on uncompleted contracts	5,941,550	423,157
Accrued salaries	2,818,564	2,150,301
Payroll taxes withheld and accrued	300,711	249,567
Accrued vacation	2,416,362	2,069,793
Accrued bonuses	997,259	950,000
Other accrued expenses	436,354	152,793
Accrued and withheld retirement	<u>2,207,211</u>	<u>2,006,365</u>
TOTAL CURRENT LIABILITIES	<u>16,263,499</u>	<u>18,127,522</u>
TOTAL LIABILITIES	16,263,499	18,127,522
STOCKHOLDERS' EQUITY		
Common stock, par value \$1.00 per share, 100,000 shares authorized, 1,000 shares issued and outstanding	1,000	1,000
Paid in capital	615,340	615,340
Retained earnings	<u>32,046,502</u>	<u>27,834,321</u>
TOTAL STOCKHOLDERS' EQUITY	<u>32,662,842</u>	<u>28,450,661</u>
 TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	 <u><u>\$ 48,926,341</u></u>	 <u><u>\$ 46,578,183</u></u>

See accompanying independent auditor's report and notes to the financial statements

MESA ASSOCIATES, INC.
STATEMENTS OF INCOME AND RETAINED EARNINGS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
NET SALES AND OTHER INCOME		
Sales	\$ 121,888,352	\$ 126,727,461
Investment income (loss)	<u>763,149</u>	<u>(265,981)</u>
TOTAL NET SALES AND OTHER INCOME	<u>122,651,501</u>	<u>126,461,480</u>
COST AND EXPENSES		
Direct labor	45,759,416	38,800,382
Overhead	39,012,711	31,707,091
Subcontracts, material, and travel	16,006,795	36,937,505
General and administrative	<u>11,881,980</u>	<u>10,918,651</u>
TOTAL COST AND EXPENSES	<u>112,660,902</u>	<u>118,363,629</u>
INCOME FROM OPERATIONS	9,990,599	8,097,851
OTHER INCOME (EXPENSE)		
Other income	934	-
Other expense	(479,941)	(263,395)
Interest income	5,090	9,921
Interest expense	<u>(4,501)</u>	<u>(29,100)</u>
TOTAL OTHER INCOME (EXPENSE)	<u>(478,418)</u>	<u>(282,574)</u>
NET INCOME	<u>9,512,181</u>	<u>7,815,277</u>
RETAINED EARNINGS - BEGINNING OF YEAR	27,834,321	25,519,044
DIVIDENDS	<u>(5,300,000)</u>	<u>(5,500,000)</u>
RETAINED EARNINGS - END OF YEAR	<u><u>\$ 32,046,502</u></u>	<u><u>\$ 27,834,321</u></u>

See accompanying independent auditor's report and notes to the financial statements

MESA ASSOCIATES, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 9,512,181	\$ 7,815,277
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	2,540,720	2,311,524
(Gain) loss on sale of property and equipment	(934)	5,185
Cash value of officers' life insurance	(57,443)	6,813
Net realized gain on marketable securities	(67,061)	(60,230)
Net unrealized (gain) loss on marketable securities	(621,129)	380,319
Decrease (increase) in operating assets:		
Contracts receivable, net	(3,363,628)	(7,097,441)
Employee advances	3,225	(8,742)
Prepaid expenses	(852,944)	741,565
Other current assets	(389,479)	-
Accrued interest receivable	-	1,200
Deposits	(17,074)	1,639
Increase (decrease) in operating liabilities:		
Trade accounts payable	(8,980,058)	8,676,183
Billings in excess of costs on uncompleted contracts	5,518,393	(411,974)
Accrued salaries	668,263	510,106
Payroll taxes withheld and accrued	51,144	101,926
Accrued vacation	346,569	290,847
Accrued bonuses	47,259	-
Other accrued expenses	283,561	10,995
Accrued and withheld retirement	200,846	316,800
Total adjustments	<u>(4,689,770)</u>	<u>5,776,715</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 4,822,411</u>	<u>\$ 13,591,992</u>

See accompanying independent auditor's report and notes to the financial statements

MESA ASSOCIATES, INC.
STATEMENTS OF CASH FLOWS - CONTINUED
FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>\$ 4,822,411</u>	<u>\$ 13,591,992</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Net sales (purchases) of marketable securities	58,112	(54,163)
Principal collected on related party notes receivable	467,427	896,410
Investment in affiliate	2,849	14,549
Proceeds from sale of property and equipment	1,225	-
Purchase of property and equipment	<u>(2,792,328)</u>	<u>(2,881,894)</u>
NET CASH USED BY INVESTING ACTIVITIES	<u>(2,262,715)</u>	<u>(2,025,098)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net payments on line of credit	-	(30,720)
Payments on shareholder loan	-	(501,271)
Distributions to shareholders	<u>(5,300,000)</u>	<u>(5,500,000)</u>
NET CASH USED BY FINANCING ACTIVITIES	<u>(5,300,000)</u>	<u>(6,031,991)</u>
NET CHANGE IN CASH	(2,740,304)	5,534,903
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>7,422,891</u>	<u>1,887,988</u>
CASH AND EQUIVALENTS, END OF YEAR	<u><u>\$ 4,682,587</u></u>	<u><u>\$ 7,422,891</u></u>
SUPPLEMENTAL INFORMATION:		
Cash paid for interest	<u><u>\$ 4,501</u></u>	<u><u>\$ 29,100</u></u>

See accompanying independent auditor's report and notes to the financial statements

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Mesa Associates, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Nature of Operations

The Company provides engineering, design, and survey services for various customers including private industry, public utilities, and government agencies of the United States and other countries. The Company has offices located in Madison, Alabama, as well as satellite offices in Arkansas, California, Colorado, Delaware, Florida, Indiana, Kentucky, New York, Ohio, Pennsylvania, South Carolina, Washington, and multiple offices in Tennessee.

Date of Management's Review

Management has evaluated subsequent events through June 10, 2020, the date on which the financial statements were available to be issued.

Statement of Cash Flows

For the purposes of reporting cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Revenue Recognition

Income from cost-plus-fee contracts is recognized as costs are incurred and fees are earned under the contract. Earnings on time and material contracts are recognized as hours are delivered or as material charges are incurred for which the Company is entitled to reimbursement. Revenue on fixed price contracts is recognized on the percentage-of-completion method based upon the ratio of costs incurred to total estimated costs. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Earnings and costs on contracts are subject to revision throughout the terms of the contracts, and any required adjustments are made in the periods in which revisions become known. Provisions are made for the full amounts of anticipated losses in the periods in which they are first determinable, and claims for additional contract revenues are not recognized in the accounts until such claims have been allowed.

Contracts Receivable

The Company established an allowance for bad debts in 2019 and 2018 for customer's accounts receivable balances that were in dispute. In the past, the Company has not provided an allowance for bad debts since its customers are typically U.S. Government agencies, public utilities, or recurring customers and accounts receivable write-offs are rare. Allowance for doubtful accounts was \$359,834 and \$108,176 as of December 31, 2019 and 2018, respectively. The Company incurred \$251,658 and \$32,115 of bad debt expense for the years ended December 31, 2019 and 2018, respectively.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Investments

Marketable securities are stated at fair market value in the accompanying balance sheet and are comprised of the following:

	<u>2019</u>	<u>2018</u>
Common stocks	\$ 2,875,377	\$ 2,355,696
Municipal bonds	<u>597,710</u>	<u>487,313</u>
Total marketable securities	<u>\$ 3,473,087</u>	<u>\$ 2,843,009</u>

The common stocks and municipal bonds are classified in the accompanying balance sheet as trading securities. The cost of these securities for purposes of calculating realized gains and losses is determined under the first in first out method of pricing securities. Unrealized gains (losses) with respect to these securities recognized in the statement of income during the years ended December 31, 2019 and 2018 amounted to \$621,129 and (\$380,319) respectively. Realized gains with respect to trading securities during the years ended December 31, 2019 and 2018 amounted to \$67,061 and \$60,230, respectively.

Property and Equipment

Property and equipment are stated at cost. Depreciation of property and equipment is provided using the straight-line and double-declining balance methods for financial reporting purposes at rates based upon the following estimated useful lives:

	<u>Years</u>
Computer software	3
Equipment	5 – 7
Furniture and fixtures	7
Vehicles	5
Leasehold improvements	7 – 10

For federal income tax purposes, depreciation is computed using the modified accelerated cost recovery system. Expenditures for major renewals and improvements that extend the useful lives of property and equipment are capitalized. Expenditures for maintenance and repairs are charged to expense as incurred. Depreciation expense for the years ended December 31, 2019 and 2018 was \$2,540,720 and \$2,311,524, respectively.

Cash Surrender Value of Insurance

Life insurance policies where the Company is the beneficiary are stated at their cash surrender value as of December 31, 2019 and 2018.

See accompanying independent auditor's report

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Notes Receivable

Notes receivable are stated at the amount of unpaid principal. Management believes the notes will be paid in accordance with their terms and therefore no allowance for credit losses has been recorded. Interest income is recognized as earned using the interest method.

Billings in Excess of Costs and Estimated Earnings

Billings in excess of costs and estimated earnings on uncompleted contracts consist of amounts for which contract billings have been presented but goods and services required under the contracts or programs have not yet been provided or revenue recognized.

Accrued Vacation

Vacation expense is accrued based upon the number of hours earned by employees at their current pay rate. Vacation expense was \$4,167,326 and \$3,401,585 for the years ending December 31, 2019 and 2018, respectively.

Income Taxes

The Company has elected to be treated as an S corporation for income tax purposes as provided by the Internal Revenue Code. In lieu of corporate income taxes, the stockholders are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability of federal or state income taxes has been included in the financial statements.

The Company is subject to potential examination by the Internal Revenue Service and various state taxing authorities. However, the Company is not currently under audit nor has the Company been contacted by any of these jurisdictions. Management believes the Company is no longer subject to tax examinations for years prior to 2017. The Company has evaluated its tax positions for all open tax years and management believes all tax positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the year ended December 31, 2019. If assessed, the Company classifies any interest and penalties recognized with a tax position as operating expenses.

Risks and Uncertainties

The Company is primarily dependent on the federal budget as its continued revenue source; it is at least reasonably possible that reductions in the total federal budget and/or reductions or eliminations of the funding for specific programs that the Company performs work under, could occur in the future and adversely impact the Company's financial position.

Research and Development

Research and development costs are expensed as incurred. For the years ended December 31, 2019 and 2018, research and development costs totaled \$187,155 and \$70,824, respectively.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Advertising Costs

Advertising costs are expensed as incurred. For the years ended December 31, 2019 and 2018 advertising expense was \$279,558 and \$223,021, respectively.

Recent Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. The guidance will require lessees to recognize assets and liabilities on the balance sheet for the rights and obligations created by all leases with terms of more than 12 months. The ASU also will require disclosures designed to give financial statement users information on the amount, timing, and uncertainty of cash flows arising from leases. These disclosures include qualitative and quantitative information. For private companies, the standard will take effect for fiscal years beginning January 1, 2021, with earlier application permitted. The Company is still evaluating the impact of ASU 2016-02 on its financial statements.

In May 2014, the FASB issued Accounting Standards Update (“ASU”) No. 2014-09, Revenue from Contracts with Customers, which supersedes the revenue recognition requirements in Topic 605, Revenue Recognition, including most industry-specific revenue recognition guidance throughout the Industry Topics of the Codification. The core principle of ASU 2014-09 is to recognize revenues when promised goods or services are transferred to customers in an amount that reflects the consideration that is expected to be received for those goods or services. For private companies, ASU 2014-09 is effective for annual reporting periods beginning after December 15, 2018. ASU 2014-09 allows for either full retrospective or modified retrospective adoption. Management adopted the Update on January 1, 2018 and determined that the adoption of the Update did not have a material impact on the financial statements.

Reclassifications

Certain reclassifications have been made to prior period amounts to conform to the current period presentation.

NOTE 2 – CONTRACTS RECEIVABLE

Contracts receivable as of December 31, 2019 and 2018, comprise the following:

Prime contractors to the U.S. Government:	2019	2018
Billed receivables, net	\$ 20,183,677	\$ 22,643,253
Unbilled recoverable costs and estimated earnings	14,054,097	8,230,893
Total contracts receivable	<u>\$ 34,237,774</u>	<u>\$ 30,874,146</u>

Unbilled amounts are classified as current assets since substantially all amounts are expected to be realized within one year. Costs related to certain contracts are subject to adjustment resulting from negotiation and audit between the Company and its customers, including representatives of the U.S. Government. Revenues for such contracts and the related unbilled receivables have been recorded in amounts that are to be realized. When the actual costs for such contracts are less than the amount billed to the customers during the period based on target billing rates, the amount estimated to be refunded to the customer is recorded as billings in excess of costs and estimated earnings. At December 31, 2019 and 2018, billings in excess of costs and estimated earnings was \$5,941,550 and \$423,157, respectively.

See accompanying independent auditor’s report

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 3 – CONCENTRATIONS OF CREDIT RISK AND MAJOR CUSTOMER

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and contracts receivable. The Company maintains its cash balances in accounts with high quality, federally insured financial institutions. At times, the balance in its accounts may exceed the federally insured limits. At December 31, 2019 and 2018, the Company's cash balance exceeded the federally insured limit by \$5,323,718 and \$7,238,328, respectively.

The Company also extends unsecured credit to its customers, including governmental agencies and commercial entities. Substantially all of the Company's sales were to U.S. government agencies or prime contractors under contract with the U.S. government.

Approximately twenty-six percent (26%) and twenty-four percent (24%) of the Company's sales for the years ended December 31, 2019 and 2018, respectively, was derived from one customer. Approximately fifty-four percent (54%) and fifty-nine percent (59%) of the Company's billed receivables for the years ended December 31, 2019 and 2018, respectively, was derived from three customers.

NOTE 4 – RETIREMENT PLAN

The Company has established, for the benefit of its employees, a 401(k) profit sharing retirement plan. Under terms of the plan, employees may defer up to one-hundred percent of compensation subject to IRS limitations. In order to encourage participation, the Company matches fifty percent of employee deferrals up to six percent. Practically all full-time employees are eligible to participate after satisfying eligibility requirements regarding age. Employees are eligible to participate upon hire date. Company expense for matching contributions amounted to \$1,566,285 and \$1,336,381 for the years ended December 31, 2019 and 2018, respectively. Additional discretionary employer contributions were \$615,983 and \$517,495 for the years ended December 31, 2019 and 2018, respectively.

NOTE 5 – PERFORMANCE BONUSES

The Company has established a cash bonus plan to reward employee performance based on quantitative and qualitative assessment by management. Performance bonus expense amounted to \$4,502,859 and \$3,914,350 for the years ended December 31, 2019 and 2018, respectively.

NOTE 6 – OPERATING LEASES

The Company leases office space and equipment for each location under various operating leases. Rental expense for all operating leases during the years ended December 31, 2019 and 2018 was \$3,845,944 and \$3,434,503, respectively. Future minimum lease payments under these leases are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2020	\$ 3,924,725
2021	3,575,272
2022	2,029,806
2023	1,414,142
2024	<u>1,143,502</u>
Total minimum lease payments	<u><u>\$ 12,087,447</u></u>

See accompanying independent auditor's report

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 7 – LINES OF CREDIT

In July 2008, the Company entered into a line of credit agreement with Regions Bank. Terms of the line of credit provide for draws up to \$10,000,000 at an interest rate of 2.0% above the one month LIBOR rate. The line of credit matures on August 27, 2020. The line of credit is secured by accounts receivable of the Company and the personal guarantee of the Company's president. As of December 31, 2019 the Company was in compliance with the various financial and non-financial covenants required under the terms of the loan agreement. The line of credit was unused as of December 31, 2019 and 2018. Cash paid for interest during the years ended December 31, 2019 and 2018 was \$-0- and \$29,100, respectively.

On July 30, 2008, the Company became a co-borrower with Mesa Robotics, Inc. on a line of credit with Regions Bank. Terms of the line of credit provide for draws up to \$5,000,000 at an interest rate of 2.0% above the one month LIBOR rate. The line of credit matures on August 27, 2020. The line of credit is secured by accounts receivable of the Company, accounts receivable of Mesa Robotics, Inc., and the personal guarantee of the Company's president. The line of credit was unused as of December 31, 2019 and 2018.

NOTE 8 – NOTE PAYABLE FROM SHAREHOLDER

In December 2016, Ranjana Savant, a Company shareholder, loaned \$500,000 to the Company. Terms of the loan called for interest at an annual rate of 0.25% on the unpaid principal balance with the note maturing on December 31, 2019. The outstanding balance of the loan including interest due was paid in full as of December 31, 2018.

NOTE 9 – RELATED PARTY TRANSACTIONS

Mesa Associates, Inc., Mesa Robotics, Inc., Mesa Technical Services, LLC, Mesa Properties, LLC, Mesa Properties II, LLC, Mesa Properties Chattanooga, LLC and Mesa Properties Alabama, LLC are all owned by the same three shareholders/members. Mesa Associates, Inc. provides engineering, design, and survey services to public utilities, private industry, and government agencies of the United States and other countries. Mesa Robotics, Inc. is a spin-off company of Mesa Associates, Inc. that manufactures robots and provides robotics engineering design services for private industry and government agencies of the United States, as well as design and fabrication of automation equipment for the industrial manufacturing market. Mesa Technical Services, LLC was created to provide temporary employment services to Mesa Associates, Inc. as well as private industry, public utilities, and government agencies of the United States. Mesa Properties, LLC was formed to construct and lease a building to Mesa Associates, Inc. in exchange for rental payments. Mesa Properties II, LLC was formed to lease buildings to Mesa Robotics, Inc. in exchange for rental payments. Mesa Properties Chattanooga, LLC was formed to purchase and lease a building in exchange for rental payments. Mesa Properties Alabama, LLC was formed to purchase and lease a building in exchange for rental payments.

Mesa Associates, LLC

The majority shareholder of the Company owns a minority controlling interest in Mesa Associates, LLC. During the years ended December 31, 2019 and 2018 the Company received subcontract payments from Mesa Associates, LLC amounting to \$18,553,224 and \$18,038,526, respectively. Mesa Associates, LLC in turn billed these services to its customers and received income totaling \$18,740,631 and \$18,220,733, for the years ended December 31, 2019 and 2018, respectively. No other transactions occurred between the two companies.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 9 – RELATED PARTY TRANSACTIONS (CONTINUED)

Mesa Properties, LLC

The shareholders of the Company also own Mesa Properties, LLC. The Company leases a building from Mesa Properties, LLC located in Knoxville, Tennessee. Terms of the lease call for rent payments of \$70,875 per month through 2024. The Company's rental expense related to the lease totaled \$850,500 during both of the years ended December 31, 2019 and 2018.

During the years ended December 31, 2019 and 2018, the Company received \$3,637 and \$6,316, respectively, in management fees and operating costs from Mesa Properties, LLC.

Mesa Properties II, LLC

The shareholders of the Company also own Mesa Properties II, LLC. In February 2015, the Company loaned \$530,000 to Mesa Properties II, LLC. Terms of the loan call for monthly payments of \$6,697 that includes both principal and interest at a rate of 1.70% per annum commencing May 1, 2015 and for the note to mature on April 1, 2022. The balance of the note as of December 31, 2019 and 2018 was \$177,277 and \$253,918, respectively. Interest income received on the note for the years ended December 31, 2019 and 2018 amounted to \$3,721 and \$5,012, respectively.

During the years ended December 31, 2019 and 2018, the Company received \$1,196 and \$2,011, respectively in management fees and operating costs from Mesa Properties II, LLC.

Mesa Properties Chattanooga, LLC

The shareholders of the Company also own Mesa Properties Chattanooga, LLC. Mesa Properties Chattanooga, LLC was formed during 2011 to purchase and lease a building to customers in Chattanooga, Tennessee.

The Company executed in April 2012 a lease with Mesa Properties Chattanooga, LLC for office space in Chattanooga, Tennessee. Terms of the lease call for rental payments of \$128,283 per month until March 2018, \$131,834 until March 2019, and \$135,517 until March 2020. The lease term goes through the year 2022 with rent escalating 3% annually.

During the years ended December 31, 2019 and 2018, the Company received \$127,529 and \$135,346, respectively, in management fees and operating costs from Mesa Properties Chattanooga, LLC.

Mesa Robotics, Inc. d/b/a Mesa Technologies, Inc.

The shareholders of the Company also own Mesa Robotics, Inc. As discussed in Note 7, the Company is co-borrower with Mesa Robotics, Inc. on a line of credit with Regions Bank.

During the years ended December 31, 2019 and 2018, the Company had sales to Mesa Robotics, Inc. of \$661,432 and \$1,200,394, respectively. These sales were at cost with an appropriate charge for overhead and general and administrative expense. No profit was charged to Mesa Robotics, Inc. on the sales.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 9 – RELATED PARTY TRANSACTIONS (CONTINUED)

Mesa Robotics, Inc. d/b/a Mesa Technologies, Inc. (Continued)

The Company had purchases of \$471,668 and \$848,932 from Mesa Robotics, Inc. during the years ended December 31, 2019 and 2018, respectively. Mesa Robotics, Inc. paid the Company \$257,715 and \$475,557 in management fees during the years ended December 31, 2019 and 2018, respectively.

In December 2017, the Company loaned \$1,205,624 to Mesa Robotics, Inc. Terms of the loan call for a principal payment of \$705,624 by May 1, 2018 and for monthly payments of \$14,206 that includes both principal and interest at a rate of 1.47% per annum commencing May 1, 2018. The note matures on April 1, 2021. The outstanding balance of the loan was paid in full during the year ended December 31, 2019. The balance of the note as of December 31, 2018 was \$390,785. Interest income received on the note amounted to \$1,386 and \$4,433 for the years ended December 31, 2019 and 2018, respectively.

Mesa Technical Services, LLC

The shareholders of the Company also own Mesa Technical Services, LLC. The Company had purchases of \$5,429,441 and \$5,308,112 from Mesa Technical Services, LLC in 2019 and 2018, respectively. Mesa Technical Services, LLC paid the Company \$102,191 and \$101,042 in management fees during the years ended December 31, 2019 and 2018, respectively.

Mesa Properties Alabama, LLC

The shareholders of the Company also own Mesa Properties Alabama, LLC. The Company leases a building from Mesa Properties Alabama, LLC in Madison, Alabama. Terms of the lease call for rental payments of \$26,471 per month with the lease expiring in July 2022. The Company paid \$317,652 in rental payments to Mesa Properties Alabama, LLC for both of the years ended December 31, 2019 and 2018.

Mesa Properties Alabama, LLC paid the Company \$356 and \$2,436 in management fees during the years ended December 31, 2019 and 2018, respectively. Accounts receivable balances owed from Mesa Properties Alabama, LLC as of December 31, 2019 and 2018 amounted to \$4,247 and \$4,953, respectively. There were no accounts payable owed to Mesa Properties Alabama, LLC as of December 31, 2019 and 2018.

Mesa-Cardno JV, LLC

The Company owns a controlling interest in Mesa-Cardno JV, LLC. During the years ended December 31, 2019 and 2018, the Company had sales to Mesa-Cardno JV, LLC of \$660 and \$68,840, respectively. Mesa-Cardno JV, LLC paid the Company \$428 and \$2,048 in management fees during the years ended December 31, 2019 and 2018, respectively. These sales were at cost with an appropriate charge for overhead and general and administrative expense. Mesa-Cardno JV, LLC was dissolved during the year ended December 31, 2019.

Mesa Properties, LLC, Mesa Properties II, LLC, Mesa Properties Chattanooga, LLC, Mesa Robotics, Inc., Mesa Technical Services, LLC, Mesa Properties Alabama and Mesa-Cardno JV, LLC represent variable interest entities under common control as discussed in the independent auditor's report. Consolidated financial statements including all entities have been prepared and are recommended to be referred to in addition to these financial statements.

MESA ASSOCIATES, INC.
NOTES TO FINANCIAL STATEMENTS – CONTINUED
DECEMBER 31, 2019 AND 2018

NOTE 10 – UNCERTAINTY IN INCOME TAXES

The Company operates in the state of Alabama as well as other states and therefore is subject to the income tax laws of Alabama and the other states as well as those of the federal government. As of the date of this report, years remaining open under the statute of limitations for those authorities are 2017 through 2019. Management believes all tax positions taken are supportable and no significant tax adjustments are expected during the next year. The Company is not currently under audit by any of these authorities and no penalties or interest with respect to tax liabilities were incurred in 2019.

MESA ASSOCIATES, INC.
Balance Sheet
December 31, 2020
Internal / Unaudited

Assets**Current Assets**

Cash	8,599,745
Accounts Receivable - Trade - Net	19,624,295
Accounts Receivable - Trade - Unbilled	7,539,749
Receivables - Non-Trade	8,593
Prepaid Expenses	2,229,605
Prepaid Insurance	858,042
Employee Advances	35,033
CSV Life Insurance	337,363
Investments	3,848,140
Total Current Assets:	43,080,565

Fixed Assets

Equipment	1,174,408
Furniture and Fixtures	1,773,408
Autos & Trucks	381,601
BMS Asset Purchase	7,000
Computer Software	4,668,930
Computer Equipment	3,867,552
Leasehold Improvements	1,265,857
Accumulated Depreciation	(8,833,147)
Total Fixed Assets:	4,305,609

Other Assets

Deposits	120,042
Loan to Mesa Robotics	584,404
Total Other Assets:	704,446

Total Assets: 48,090,620

Liabilities**Current Liabilities**

Accounts Payable - Trade	1,932,061
Accounts Payable - Intercompany Accts	328,302
Accrued Salaries	637,607
Accrued Payroll Taxes	3,216,210
401K Payable	(837)
CAFETERIA - Med Reimbursement & Depend	75,130
Accrued Vacation	2,547,189
Accrued Retirement	2,617,782
Accrued Bonuses	906,457
Other Accrued Expenses	133,927
Accrued Rebates Payable	327,821
Sales/Use Tax Payable	9,978
Deferred Revenue	(5,333,015)
Total Liabilities:	7,398,611

Long-Term Liabilities

Total Liabilities: **7,398,611**

Equity

Common Stock	1,000
Paid in Capital	615,340
Retained Earnings-Current Year	9,179,153
Retained Earnings	30,896,516

Total Equity: **40,692,009**

Total Liabilities & Equity: 48,090,620

MESA ASSOCIATES, INC.
Income Statement
For the Twelve Months Ending December 31, 2020
Internal / Unaudited

	2020	2019	Variance
Sales	131,061,539	121,889,286	9,172,253
	131,061,539	121,889,286	(9,172,253)
Cost of Sales			
Direct Labor	51,483,662	45,759,416	(5,724,246)
Overhead Expense	42,209,176	38,798,252	(3,410,924)
Job Travel	1,283,749	1,981,703	697,954
Subcontracts	13,322,908	12,594,229	(728,679)
Material	776,931	1,430,863	653,932
G&A Expenses	13,082,585	11,867,923	(1,214,663)
Total Cost of Sales	122,159,011	112,432,385	(9,726,626)
Net Income (Loss) from Operations	8,902,528	9,456,901	(554,373)
Other Income and Expense			
Miscellaneous	79,319	282,530	203,211
Interest/Divide Expense	41,626	40,647	(979)
Contributions	242,862	219,009	(23,853)
Interest/Dividend Income	(474,485)	(799,295)	(324,810)
Interest Income-I/C	(4,348)	(5,090)	(742)
Bad Debt Expense	(180,063)	251,658	431,721
Officers' Life Insurance and Fringes	18,464	(44,739)	(63,203)
Total Other Income and Expenses:	(276,625)	(55,280)	221,345
Earning before Income Tax:	9,179,153	9,512,181	333,028
Net Income (Loss):	9,179,153	9,512,181	333,028

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM E
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

For Possible Action: Consideration of and possible action to approve a four-year Contract No. ES-21-02 in the amount of \$860,000 for Engineering Services between Quanta Utility Engineering Services, Inc., and the Colorado River Commission of Nevada (Commission).

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

Staff recommends approval of a four-year contract in the amount of \$860,000 for Engineering Services between Quanta Utility Engineering Services, Inc. and the Commission and to authorize the Executive Director to sign it on behalf of the Commission.

FISAL IMPACT:

Four-year contract with a not to exceed amount of \$860,000.

STAFF COMMENTS AND BACKGROUND:

A. Background on Operations

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

The Commission's staff includes an in-house electrical engineer to provide engineering support for the system. As a result, Commission staff is capable of performing many routine engineering support functions. However, the Commission occasionally requires further engineering support for its operation and maintenance functions and to assist with the preparation of designs of ongoing and future projects for the agencies it serves.

The areas of expertise required periodically include, civil engineering for foundation, grading and structural design; communication engineering for assistance with the Commission's fiber optic and microwave radio communication system; and system studies. On a less frequent basis, the Commission requires expertise in environmental engineering and structural engineering for minor projects and problems.

B. Request for Proposals for Engineering Firms

Commission Staff began the process of recruiting qualified engineering firms through a Request for Proposals (RFP) process in March of 2021. The RFP for engineering services was posted in the Las Vegas Review Journal, Reno Gazette Journal, on the Commission website and on NVEPro beginning on March 1, 2021. In addition to being posted, it was also sent to 38 vendors directly via email.

Deadline for submissions ended at 1:59 p.m. on April 26, 2021. The Commission received a total of eight submissions. The evaluation period took place from May 3, 2021 – May 7, 2021.

Continued on next page...

AGENDA ITEM E - STAFF COMMENTS AND BACKGROUND (CONTINUED) :**C. Agreement for Consideration**

The agreement for Commission's consideration today is with the firm Quanta Utility Engineering Services, Inc. The firm is a multi-discipline engineering company with expertise in all areas that may be required by the Commission's operation and maintenance function and for construction projects.

The agreement proposes to retain the services of Quanta Utility Engineering Services, Inc. for an initial contract term of four years, anticipated to begin subject to Board of Examiners approval. Work under the agreement will be authorized by Commission Staff, as needed through the development and execution of written task authorizations. The total combined value of task authorizations under this agreement shall not exceed \$860,000 over the term of the contract.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Corporate/Business Entity Name: Quanta Utility Engineering Services, Inc.	
"Doing Business As" (if applicable):	
Street Address: 4770 N Bellevue Avenue Suite 100	Website: www.ques.com
City, State and Zip Code: Kansas City, MO 64116	POC Name and Email: Stacy Maslak smaslak@ques.com
Telephone Number: 816-816-4141100	Fax Number: 866-404-0623
Local Street Address: 4415 Andrews St.	Website: www.ques.com
City, State and Zip Code: Las Vegas, NV 89081	Local Fax Number:
Local Telephone Number: 951-538-4366	Local POC Name and Email: Brendan Haynes bhaynes@ques.com

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

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

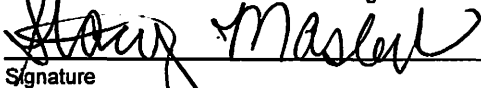
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<u>Please see attached officer listing</u>		

This section is not required for publicly-traded corporations.

- Are any individual members, partners, owners or principals, involved in the business entity, a CRCNV full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that CRCNV employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a CRCNV full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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


 Signature
Office Manager
 Title

Stacy Maslak
 Print Name
6/3/2021
 Date

Name	Title	Entity
Alyx Galan	President	Quanta Utility Engineering Services, Inc.
Brett A. Schrader	Vice President & Assistant Secretary	Quanta Utility Engineering Services, Inc.
Carolyn M. Campbell	Director	Quanta Utility Engineering Services, Inc.
Carolyn M. Campbell	Vice President & Secretary	Quanta Utility Engineering Services, Inc.
Claudia G. Santos	Assistant Secretary	Quanta Utility Engineering Services, Inc.
Dorothy C. Upperman	Director	Quanta Utility Engineering Services, Inc.
Dorothy C. Upperman	Vice President	Quanta Utility Engineering Services, Inc.
Freddie James Hampton	Assistant Secretary	Quanta Utility Engineering Services, Inc.
Gerald Albert Ducey Jr.	Vice President	Quanta Utility Engineering Services, Inc.
Gerrit R. Burki	Assistant Secretary	Quanta Utility Engineering Services, Inc.
Haowei (Jerry) Yang	Assistant Vice President & Assistant Treasurer	Quanta Utility Engineering Services, Inc.
John Czaicki	Vice President	Quanta Utility Engineering Services, Inc.
Kyle J. Nealon	Assistant Secretary	Quanta Utility Engineering Services, Inc.
Martin N. Fite III	Chief Financial Officer	Quanta Utility Engineering Services, Inc.
Matthew D. McCoy	Assistant Secretary	Quanta Utility Engineering Services, Inc.
Michael Allen Rump	Assistant Secretary	Quanta Utility Engineering Services, Inc.
Nicholas M. Grindstaff	Vice President & Treasurer	Quanta Utility Engineering Services, Inc.
Stacy Jo Maslak	Assistant Secretary	Quanta Utility Engineering Services, Inc.
Steven A. Craig	Vice President	Quanta Utility Engineering Services, Inc.
Tim Dougan	Vice President	Quanta Utility Engineering Services, Inc.

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF CRCNV EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO CRCNV EMPLOYEE/OFFICIAL
N/A		

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

DISCLOSURE OF RELATIONSHIP

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

For CRCNV Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the CRCNV employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name (Authorized Department Representative)

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CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Colorado River Commission of Nevada
Address:	555 E. Washington Avenue, Suite 3100
City, State, Zip Code:	Las Vegas, NV 89101
Contact:	Robert Reese
Phone:	702-682-6972
Fax:	702-856-3617
Email:	breeze@crc.nv.gov

Contractor Name:	
Address:	
City, State, Zip Code:	
Contact:	
Phone:	
Fax:	
Email:	

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

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3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	09/01/2021	To:	09/01/2025
-----------------	------------	-----	------------

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT A:	SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS (if needed)
ATTACHMENT B:	INSURANCE SCHEDULE
ATTACHMENT C:	STATE SOLICITATION # and AMENDMENTS #
ATTACHMENT D:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

\$ Agreed	per	Task Authorization
Total Contract Not to Exceed:	\$860,000	

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

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9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
 - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.

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

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination.
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
- 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.

11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.

12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.

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

14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any

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breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
 - 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

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

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

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- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform

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to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

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

Independent Contractor's Signature

Date

Independent Contractor's Title

COLORADO RIVER COMMISSION OF NEVADA

Executive Director

Eric Witkoski

Date

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On:

Date

Approved as to form by:

On:

Christine Guerci-Nyhus, Deputy Attorney General for
Attorney General

Date

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM F
FOR MEETING OF APRIL 13 2021**

SUBJECT:

For Information Only. Status Update on 2021 Legislative Session and related Budget.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide report at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM G
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

For Information Only: Update on pending legal matters, including Federal Energy Regulatory Commission or Public Utilities Commission of Nevada filings.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Special Counsel will provide an update at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM H
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

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

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

Staff will provide report at the meeting.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM I
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

Comments from the public. (No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken.)

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM J
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

Comments and questions from the Commission members.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM K
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

Selection of the next possible meeting date.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND:

The next meeting is tentatively scheduled for 1:30 p.m. on Tuesday, July 13, 2021, at the Clark County Government Center, Commission Chambers, 500 South Grand Central Parkway, Las Vegas, Nevada.

**COLORADO RIVER COMMISSION OF NEVADA
AGENDA ITEM L
FOR MEETING OF JUNE 8, 2021**

SUBJECT:

Adjournment.

RELATED TO AGENDA ITEM:

None.

RECOMMENDATION OR RECOMMENDED MOTION:

None.

FISCAL IMPACT:

None.

STAFF COMMENTS AND BACKGROUND: